MEETING OF THE
ROTTERDAM TOWN BOARD

August 14, 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

- Personnel matter related to employee 02142024

PROCLAMATIONS
PUBLIC HEARING

- To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±14.02 acres from Agricultural (A-1) to General Business (B-2) to facilitate the construction a ±22,000 square foot retail business on the property known as 774 Duanesburg Road (Tax Map No. 57.7-1-14) and 778 Duanesburg Road (Tax Map No. 57-3-6.1). Pg. 6

- To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments on the property known as 1725 Tower Street (Tax Map No. 59.9-7-6.2) and is on a ±6,816 square foot lot. Pg. 14

- To Recognize The Introduction Of Introductory Local Law No. __ Of 2024; To Amend Chapter 264 Section 9, Entitled "Vehicles and Junk, Outside Storage Of - Penalties for Offenses" of the Code of the Town of Rotterdam, by adding an administrative fee for violations. Pg. 22

- To Recognize The Introduction Of Introductory Local Law No. __ Of 2024; To Amend Chapter 265 Section 16, Entitled "Property Maintenance - Penalties for Offenses" of the Code of the Town of Rotterdam, by increasing the administrative fee for violations. Pg.24

PRESENTATIONS

- Police and Court Facility Evaluation presented by Barton and Logudice

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

289.24 Accepting Town Board meeting minutes. Pg. 26

290.24 To appoint Nicole Morizio to the position of Deputy Court Clerk. Pg. 66

291.24 To appoint Noah Baker to the position of Wastewater Treatment Plant Operator Trainee. Pg. 74

292.24 To appoint Shawn Pryba to the position of Wastewater Treatment Plant Operator Trainee. Pg. 82

293.24 To appoint Jeffrey Briere to the position of Building Inspector. Pg. 90

294.24 To appoint Margaret Wiley to the position of Clerk. Pg. 92

295.24 Adoption of the 2024 adjusted base proportions. Pg. 100

296.24 To authorize Change Order No. 4 with Empire Electric NY LLC for the Rotterdam Town Hall Renovations. Pg. 108

297.24 To authorize Change Order No. 9 with Bunkoff General Contractors Inc. for the Rotterdam Town Hall Renovations. Pg. 115

298.24 To authorize Change Order No. 10 with Bunkoff General Contractors Inc. for the Rotterdam Town Hall Renovations. Pg. 121

299.24 Authorize Deduct Change Order No. 1 with Wolfe Excavating for the Special Improvement Project Curry Road Sewer Improvement Project. Pg. 142

300.24 To negotiate and execute Amendment No. 4 with Labella Associates for additional engineering services related to the Special Improvement Area for Curry Road Sewer Improvements. Pg. 145

301.24 To negotiate and execute an agreement with Barton & Logudice for professional engineering services for Emergency Generator Tank Replacement Compliance Assistance. Pg. 166

302.24 To authorize the release of final payment of retainage and execute all closeout documents to Bubonia Holding Corp. for the Generator Building Modifications. Pg. 172

303.24 To authorize the release of final payment of retainage and execute all closeout documents to David Frueh Contracting LLC for the Babe Ruth Building Abatement and Demolition. Pg. 177

304.24 To negotiate and execute agreements with Cummins Sales and Service for Pump Station and Town Buildings Generator Maintenance Services. Pg. 180

305.24 Authorize the Supervisor to execute all documents for the acceptance of ±34 acres of property located both the east and west side of Leggerio Lane from the NYS Office of General Services. Pg. 189

306.24 To negotiate and execute an agreement with C.T. Male Associates for Landfill Monitoring Services. Pg. 208

307.24 To authorize agreements with Trane U.S. Inc. Pg. 218

308.24 To negotiate and execute Amendment No. 1 to an existing agreement with Champlain Hudson Power Express LLC (CHPE) and Champlain Hudson Power Express Properties Inc. for the Champlain Hudson Power Express Project. Pg. 238

309.24 To approve budget transfers to the 2024 budget. Pg. 264

310.24 To negotiate and execute an agreement with Rotterdam Heating and Air Conditioning. Pg. 267

311.24 To recognize the introduction of Introductory Local Law ___ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone from Single Family Residential (R-1) to Retail Business (B-1) located at Arlene Street (tax map no. 59.15-1-10.11) and refer to the Planning Commission for report and recommendation. Pg. 275

312.24 To recognize the introduction of Introductory Local Law No. __ of 2024; To amend Section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of stop signs at the Al Constantino Drive and Duff Bambury Court intersection and scheduling a public hearing thereon. Pg. 288

313.24 To recognize the introduction of Introductory Local Law No. __ of 2024; To amend section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of a stop sign at Laura Street and Guilderland Avenue and scheduling a public hearing thereon. Pg. 301

314.24 To accept and award bid for Water District No. 5 Leak Detection Survey Phase 2. Pg. 305

315.24 To enact Local Law No. 14 of 2024; To amend Chapter 264 Section 9, entitled "Vehicles and Junk, Outside Storage of - penalties for offenses" of the code of the Town of Rotterdam. Pg. 374

316.24 To enact Local Law No. 15 of 2024; To amend Chapter 265 Section 16, entitled "Property Maintenance - penalties for offenses" of the code of the Town of Rotterdam. Pg. 377

317.24 Resolution to establish Lead Agency and adopt a SEQR Negative Declaration for the proposed Trunk Sewer Access Road Improvements Project. Pg. 380

318.24 Resolution to establish Lead Agency and adopt a SEQR Negative Declaration for the proposed Rotterdam Town Court and Police Facility Project located at 369 Duanesburg Road**.** Pg. 423

319.24 Call for bids for Rotterdam Senior Center Parking Lot Improvements. Pg. 482

320.24 To Recognize The Introduction Of Introductory Local Law No. __ Of 2024; To Amend Chapter 150 Hawking, Peddling, and Soliciting, § 150-22 Rules and regulations, Section "J" of the Code of the Town of Rotterdam, for the purpose of allowing ice cream trucks to operate within the Town of Rotterdam and schedule a public hearing thereon. Pg. 553

321.24 To authorize the Supervisor to negotiate and execute an agreement with Brycer, LLC for implementation of the Compliance Engine within the Town of Rotterdam. Pg. 557

322.24 To accept revenue for Town Clerk's office for July 2024. Pg. 586

323.24 Certification of a Section 211 Application. Pg. 592

324.24 Call for bids for Fire Hydrants. Pg. 594

325.24 To adopt the factual findings and recommendations contained in the report of personnel matter 02142024. Pg. 611

326.24 Request for Proposals (RFP) for Natural Resources Inventory Professional Services. Pg. 612

327.24 A resolution authorizing, subject to permissive referendum, the issuance of $28,500,000 bonds of the Town of Rotterdam, Schenectady County, New York, to pay the cost of the acquisition of a parcel of land and construction thereon of a new police/court building in and for said Town. Pg. 633

328.24 To authorize the Town Supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the new job title of Accountant. Pg. 646

329.24 To authorize the Supervisor to extend the Memorandum of Agreement for the sale of water with the Town of Guilderland for two months. Pg. 654

330.24 To authorize the Supervisor to negotiate and execute a Second Amendment to Developer's Agreement with Lecce Senior Living LLC dated November 14, 2020. Pg. 664

ORDERS

2.24 To approve an order calling a public hearing on the Establishment of Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 in the Town of Rotterdam, Schenectady County, New York**.** Pg. 689

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

PUBLIC HEARING #1

8/14/24

To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±14.02 acres from Agricultural (A-1) to General Business (B-2) to facilitate the construction a ±22,000 square foot retail business on the property known as 774 Duanesburg Road (Tax Map No. 57.7-1-14) and 778 Duanesburg Road (Tax Map No. 57-3-6.1).

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TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee **$1,000**

Existing Zone Classification: A-1 Agricultural Zone

Proposed Zone Classification: B-2 General Business Zone

PART II
GENERAL INFORMATION

Legal Owner's Name: Bernice V. & Earl B. Avery
Mailing Address: 774 Duanesburg Road
City: Rotterdam State: NY Zip: 12306
Daytime Phone: _____ E-mail: _____

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Adam Sellner - Primax Properties, LLC

Mailing Address: 1100 East Morehead St
City: Charlotte State: NC Zip: 28204
Daytime Phone: 704-954-7224 E-mail: asellner@primaxproperties.com
Project/Proposal Site Area: (Acres or sq. ft.) 14.02 acres
Assessor Tax Parcel No.(s) of Site: 57-3-6.1 & 57.7-1-14
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) _____

Street Address of Proposed Site (if any): 774-778 Duanesburg Road, Rotterdam, NY

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)

Lot 57-3-6.1 is vacant containing one existing vacant dwelling; while Lot 57.7-1-14 contains a single family home

School District: Schalmont

Fire District: FD600 - Fire District 6

Water Supply: CW500 Water District 5

LEGAL INFORMATION

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

The site is located approximately ±2,660 feet east from the Becker Road and Duanesburg Road intersection, and ±800 feet west of where Duanesburg Road crosses over I-90

Name of Public Road(s) Providing Access: Duanesburg Road (NYS Route 7)

Width of Property Fronting on the Existing Public Road in Linear Feet: 381 ft

Does the Proposal Have Access to an Arterial or Planned Arterial? (X) Yes ( ) No

Name(s) of Arterial Road(s): Duanesburg Road

A legal description of the proposed site must be attached: (X) Yes ( ) No

A copy of the assessor's map of the proposed site must be attached: (X) Yes ( ) No

A copy of the most current deed(s) of the proposed site must be attached: (X) Yes ( ) No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? _____

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

The subject parcel is adjacent to the existing B-2 General Business zone and would be a continuation of that zone to fit in. This parcel is within the New York State Route 7 Gateway, and a change of zone would help support the development in line with the goals of the comprehensive plan.

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.

UTILITIES

Proposed Source of Water:
( ) Individual Wells (X) Public System ( ) Private Community System
( ) Other, please describe _____

Proposed Means of Sewage Disposal:
( ) Public Sewer ( ) Dry Sewer ( ) Community System (X) Septic Tank & Leachfield ( ) Other, please describe _____

PART III

****
SURVEYOR/ARCHITECT/ENGINEER VERIFICATION
****

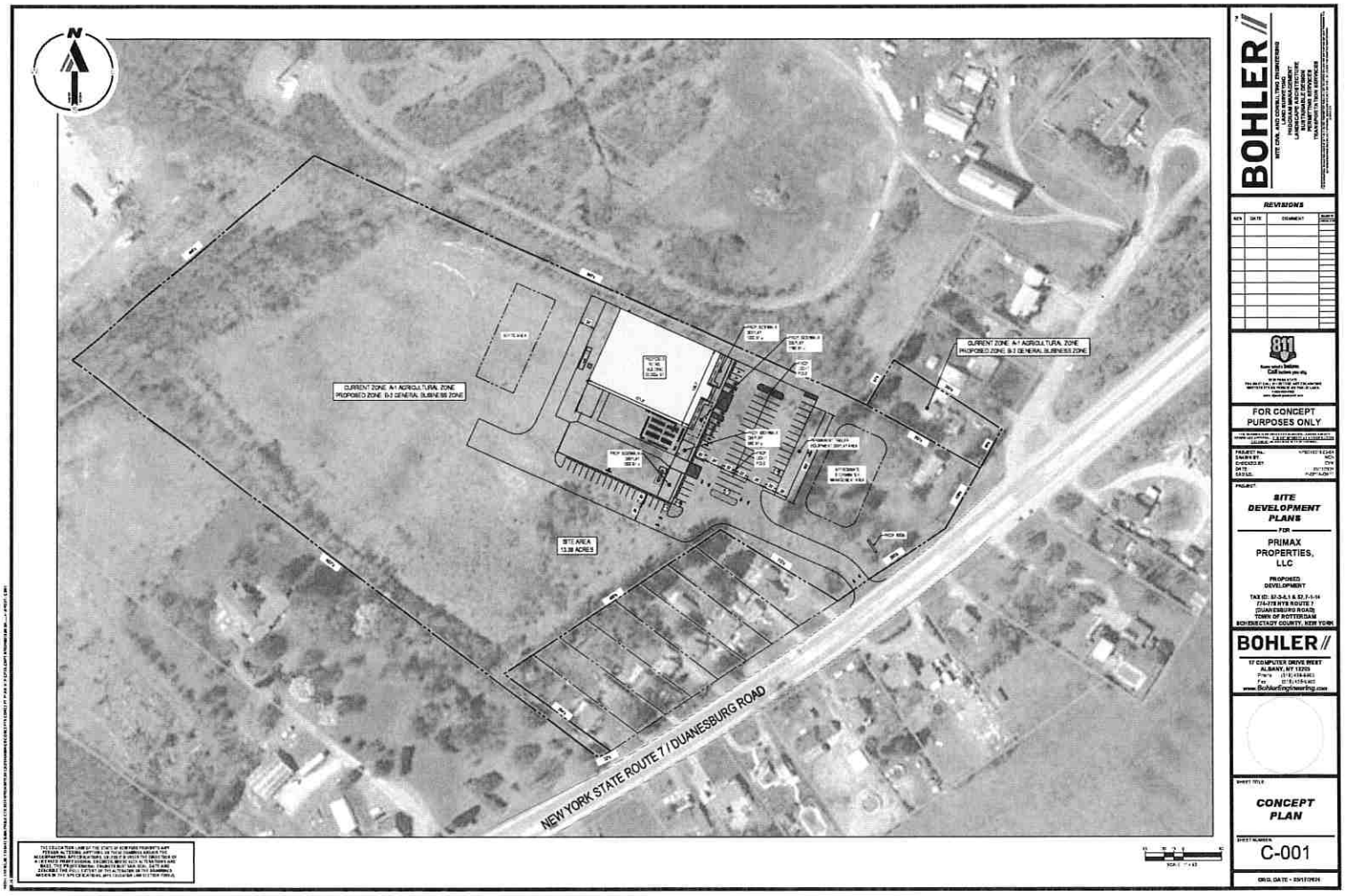
I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: _____ Date: 5/16/24
Address: 323 CLINTON ST Phone: 518 346 1595
SCHENECTADY NY 12305 Zip: 12305

Signed: _____ Date: 05/17/24
Address: 17 Computer Drive West Phone: 518-438-9900
Albany, NY 12205 Zip: 12205

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE





BOHLER

REVISIONS

NO	DATE	COMMENT	INITIALS

FOR CONCEPT PURPOSES ONLY

PROJECT NO.
DRAWN BY
CHECKED BY
DATE
SCALE

PROJECT

SITE DEVELOPMENT PLANS

FOR

PRIMAX PROPERTIES, LLC

PROPOSED DEVELOPMENT

TAX ID: 57-3-5.1 & 57.7-1-14
7744-7778 NYS ROUTE 7
(DUANESBURG ROAD)
TOWN OF ROTTERDAM
SCHENECTADY COUNTY, NEW YORK

BOHLER
12 COMPUTER DRIVE WEST
ALBANY, NY 12205
Phone (518) 479-6400
Fax (518) 479-6401
www.BohlerEngineering.com

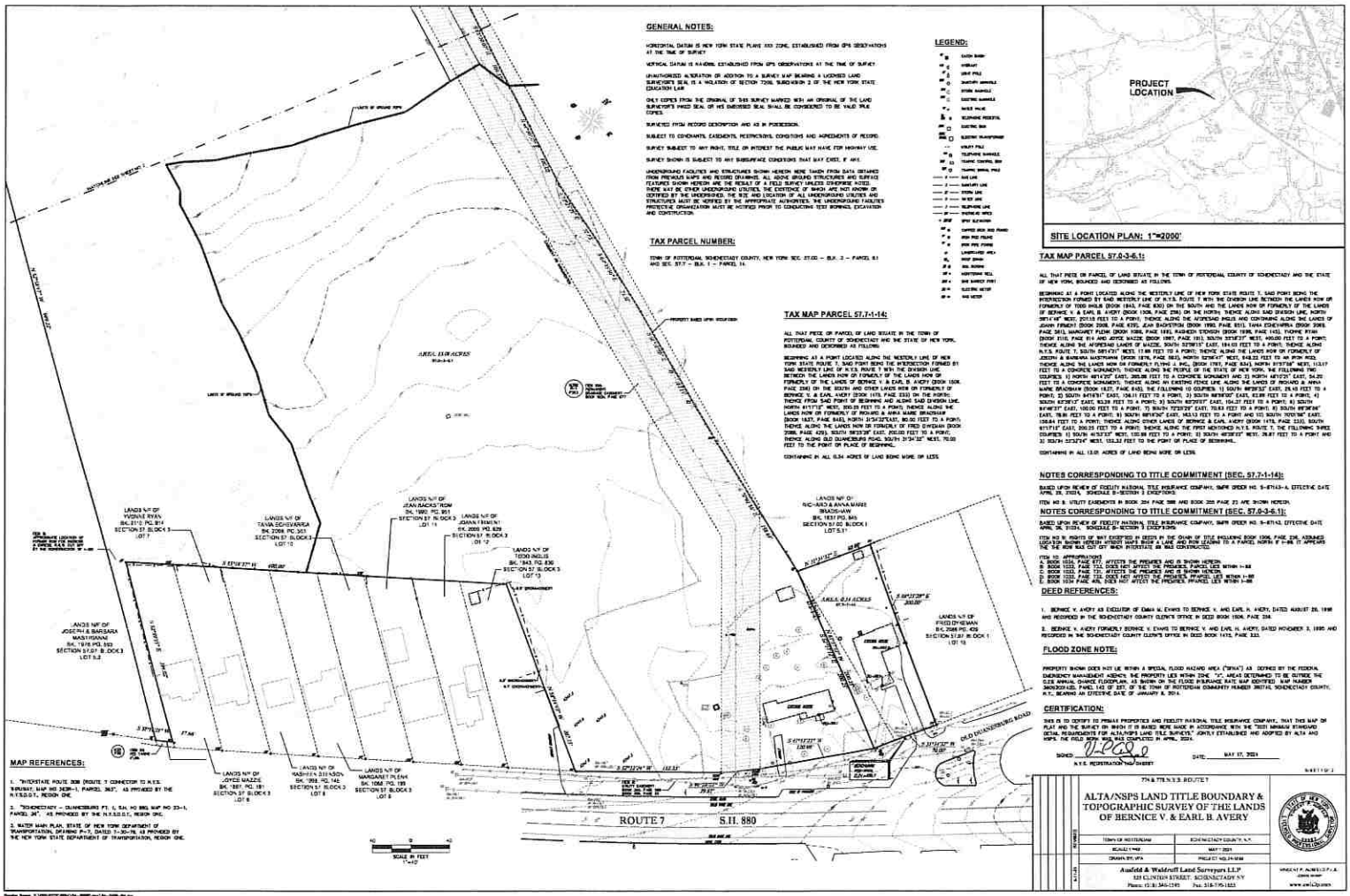
SHEET TITLE

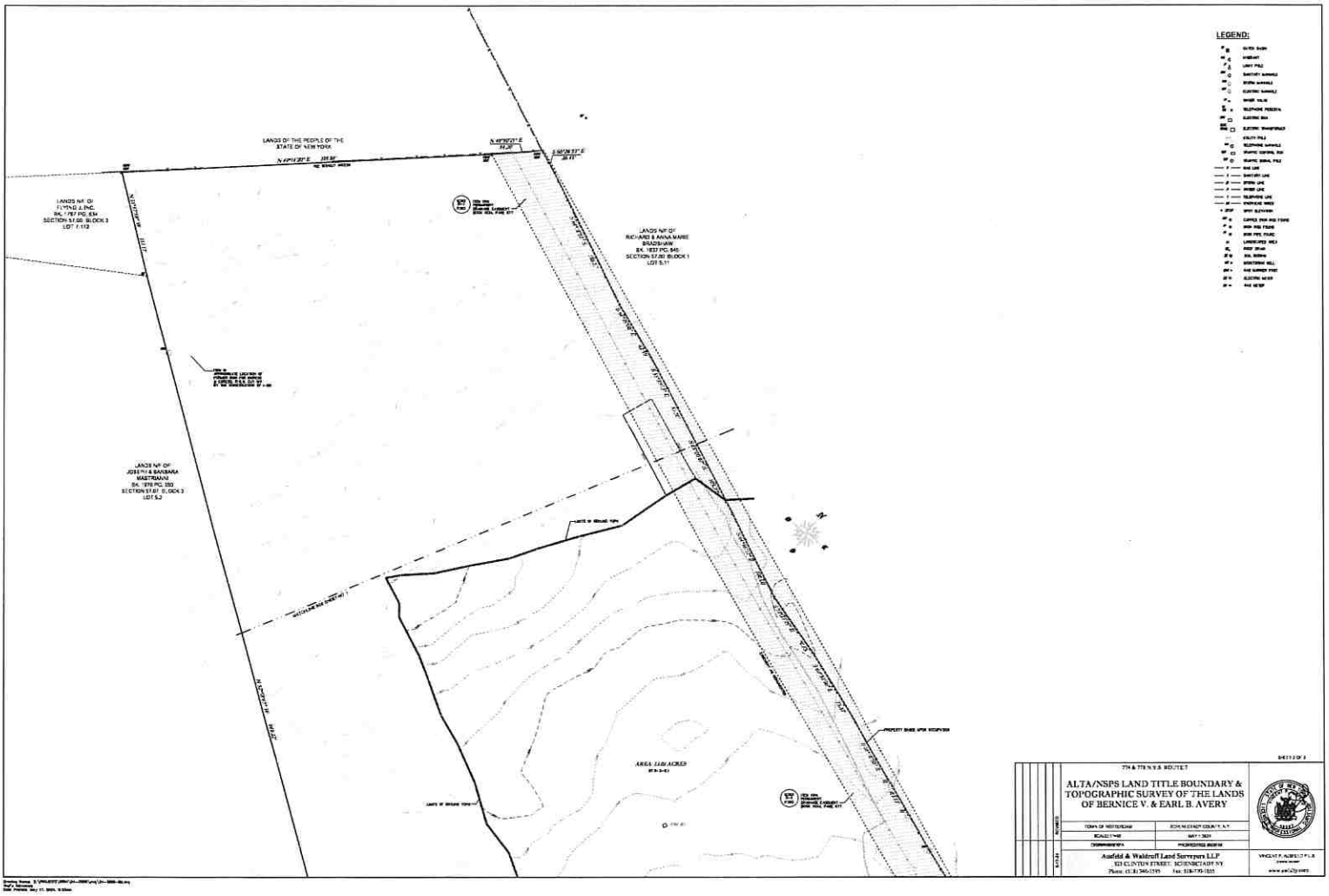
CONCEPT PLAN

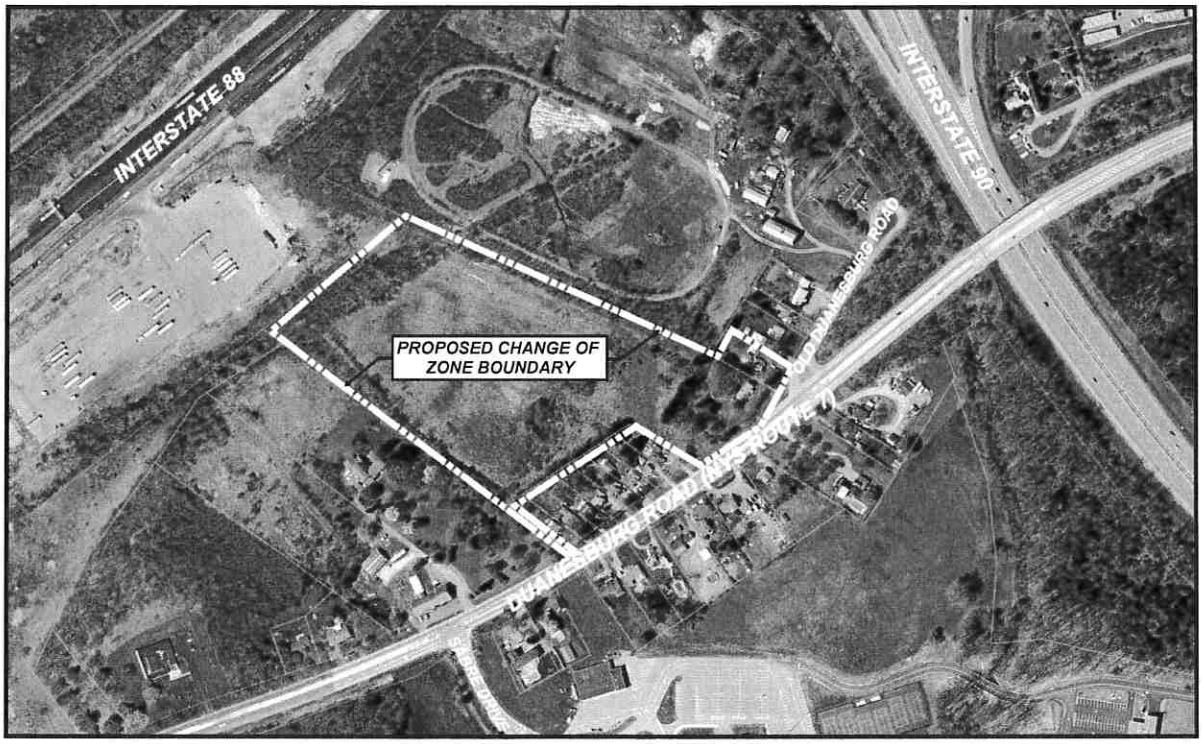
SHEET NUMBER

C-001

ORIG. DATE = 05/17/2024


GENERAL NOTES:
TAX PARCEL NUMBER:
TAX MAP PARCEL 57.7-1-14:
LEGEND:
PROJECT LOCATION
SITE LOCATION PLAN: 1"=2000'
TAX MAP PARCEL 57.0-3-6.1:
NOTES CORRESPONDING TO TITLE COMMITMENT (SEC. 57.7-1-14):
NOTES CORRESPONDING TO TITLE COMMITMENT (SEC. 57.0-3-6.1):
DEED REFERENCES:
FLOOD ZONE NOTE:
CERTIFICATION:
MAP REFERENCES:
LANDS N/F OF JOSEPH & BARBARA MASTRIANNI
LANDS N/F OF YVONNE RYAN
LANDS N/F OF TANIA SCHIVARDI
LANDS N/F OF JEAN BACKSTROM
LANDS N/F OF JOANN FERRONI
LANDS N/F OF TODD INGLIS
LANDS N/F OF RICARDO & ANNA MARIE BRADSHAW
LANDS N/F OF FRED DYKEMAN
LANDS N/F OF JOYCE MAZZA
LANDS N/F OF WASHEEN SULLIVAN
LANDS N/F OF MARGARET PLENK
ROUTE 7
S.H. 880
OLD QUAKERBRIDGE ROAD
ALTA/NSPS LAND TITLE BOUNDARY & TOPOGRAPHIC SURVEY OF THE LANDS OF BERNICE V. & EARL B. AVERY
Axelrod & Waldroff Land Surveyors LLP
329 CLINTON STREET, SCHENECTADY NY


LEGEND:
LANDS OF THE PEOPLE OF THE STATE OF NEW YORK
LANDS N/F OF FLYING J, INC.
BK. 1767 PG. 834
SECTION 57.66 BLOCK 3
LOT 1.112
LANDS N/F OF RICHARD & ANNA MARIE BRADSHAW
BK. 1833 PG. 845
SECTION 57.66 BLOCK 1
LOT 5.11
LANDS N/F OF JOSEPH & BARBARA MARTINANI
BK. 1278 PG. 550
SECTION 57.67 BLOCK 3
LOT 5.2
AREA TO BE ACRES
ALTA/NSPS LAND TITLE BOUNDARY & TOPOGRAPHIC SURVEY OF THE LANDS OF BERNICE V. & EARL B. AVERY
Caufield & Waldroff Land Surveyors LLP
103 CLINTON STREET, SCHENECTADY NY



774-778 DUANESBURG ROAD (NYS ROUTE 7)
TOWN OF ROTTERDAM
SCHENECTADY COUNTY, NEW YORK

PREPARED BY
BOHLER
17 COMPUTER DRIVE WEST
ALBANY, NY 12205
Phone: (518) 438-9900
Fax: (518) 438-9900
www.bohlerengineering.com

PUBLIC HEARING #2

8/14/24

To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments on the property known as 1725 Tower Street (Tax Map No. 59.9-7-6.2) and is on a ±6,816 square foot lot.

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee **$1,000**

Existing Zone Classification: B-2

Proposed Zone Classification: R-3

PART II
GENERAL INFORMATION

Legal Owner's Name: Carmine Petti and Frank Audino
Mailing Address: 524 Russel Road
City: Albany State: NY Zip: 12203
Daytime Phone: _____ E-mail: _____

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP

Mailing Address: 411 Union Street
City: Schenectady State: NY Zip: 12305
Daytime Phone: 518-377-0315 E-mail: luigi@abdeng.com
Project/Proposal Site Area: (Acres or sq. ft.) 6,816 SF
Assessor Tax Parcel No.(s) of Site: 59.09-7-6.2
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) 22, 500 SF, 59.9-7-4.1

Street Address of Proposed Site (if any): 1725 Tower Street

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)
The existing site is a mixed use commercial/residential building.

School District: Mohanasen Fire District: 2

Water Supply: Rotterdam

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)
The site is 170 feet down Tower Street from the intersection of Tower Street and Altamont Avenue.

Name of Public Road(s) Providing Access: Tower Street

Width of Property Fronting on the Existing Public Road in Linear Feet: 71 feet

Does the Proposal Have Access to an Arterial or Planned Arterial? ( ) Yes (✓) No

Name(s) of Arterial Road(s): _____

A legal description of the proposed site must be attached: (X) Yes ( ) No

A copy of the assessor's map of the proposed site must be attached: (X) Yes ( ) No

A copy of the most current deed(s) of the proposed site must be attached: (X) Yes ( ) No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? N/A

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

The parcel is located on a side street that is zoned residential and not suited for heavy commercial traffic.

The site is also near condominiums and multifamily projects. The site has off stree parking and access to water, sewer, gas and other utilities.

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

UTILITIES

Proposed Source of Water:
( ) Individual Wells (✓) Public System ( ) Private Community System
( ) Other, please describe ____

Proposed Means of Sewage Disposal:
(✓) Public Sewer ( ) Dry Sewer ( ) Community System ( ) Septic Tank & Leachfield ( ) Other, please describe ____

PART III

****

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

****

I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: ____ Date: July 25, 2023
Address: 411 Union Street, Schenectady, NY 12305 Phone: 518-377-0315
Zip: 12305



PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

****

LEGAL OWNER SIGNATURE

****

(Signature of legal owner or representative as authorized by legal owner)

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

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Carmine Petti and Frank Audino
Address: 524 Russel Road, Albany, NY

Date: July 25, 2023
Phone:
Zip: 12203

Signature of applicant or representative

7-26-23
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me this 26th day of July, 2023

NOTARY SEAL

Notary Signature

Notary Public in and for the State of New York
Residing at: 501 New Karner, Colonie NY 12205
My appointment expires: 10/1/2024

JOY A. RODRIGUEZ
Notary Public, State of New York
Rensselaer County #01RO6269591
Commission Expires Oct. 1, 2024

PLEASE AFFIX NOTARY SEAL HERE

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, Carmine Petti and Frank Audino, being duly sworn declare that I am the

(PROPERTY OWNER)

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

Tax Parcel Number(s): 59.09-7-6.2

I hereby grant Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP 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): C M Petti Frank Audino

Date: 7-26-23

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)
SUBSCRIBED AND SWORN to before me this 26th day of July, 2023

NOTARY SEAL

Joy Rodriguez
Notary Signature

Notary Public in and for the State of New York
Residing at: 501 New Karner Rd, Colonie NY 12205
My appointment expires: 10/1/24

JOY A. RODRIGUEZ
Notary Public, State of New York
Rensselaer County #01RO6269591
Commission Expires Oct. 1, 2024

DESCRIPTION OF LAND

PROPOSED ZONE CHANGE

BEGINNING at a point in the westerly road boundary of Tower Street at its intersection with the division line between Lands N/F of Home and City Savings Bank as described in Liber 954 of Deeds at Page 123 on the north and Lands N/F of Frank Audino and Carmine Petti as described in Liber 2073 of Deeds at Page 19 on the south; thence along said westerly road boundary of Tower Street South 00° 00' 00" East, 71.00 Feet to a point at its intersection with the division line between the aforementioned Lands of Audino and Petti on the north and other Lands N/F of Frank Audino and Carmine Petti on the south; thence along said division line South 90° 00' 00" West, 96.00 Feet to a point in the aforementioned division line between Lands of Home and City Savings Bank and Audino; thence along said division line the following two (2) courses and distances:

1. North 00° 00' 00" West, 71.00 Feet to a point; thence
2. South 90° 00' 00' East, 96.00 Feet to the point and place of beginning and containing 0.16 acres of land more or less.

MAP REFERENCE:

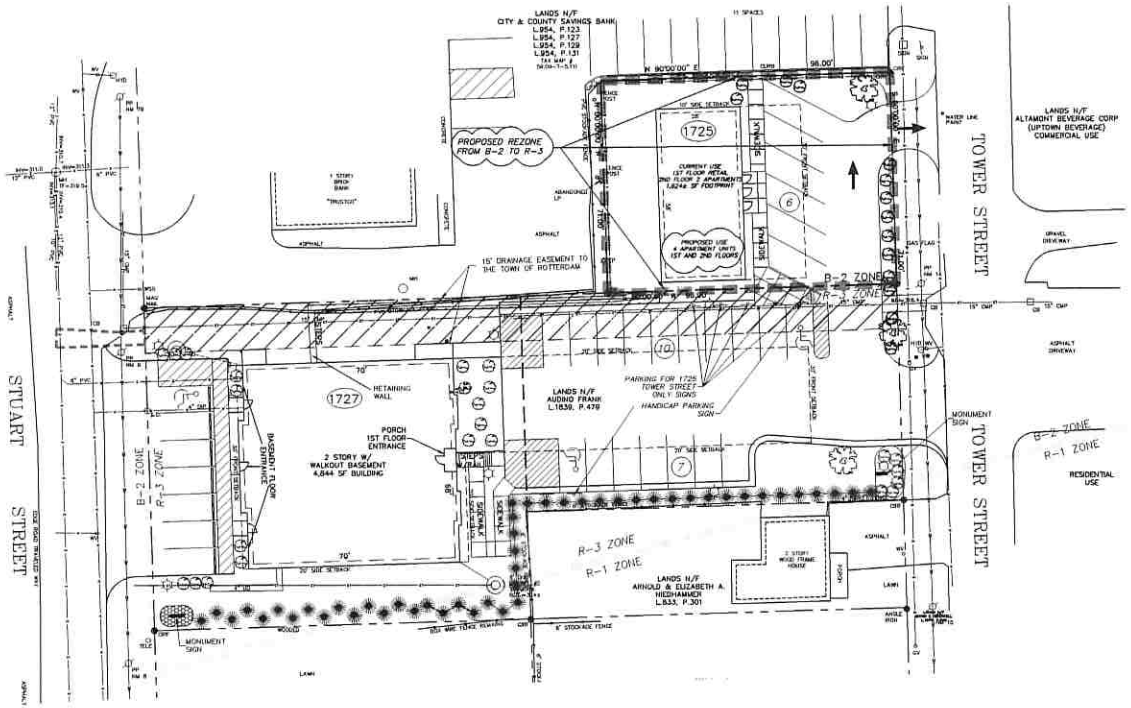
1. "MAP OF LOTS BELONGING TO MARTIN HAM, HAM CORNERS", PREPARED BY WILLIAM GIFFORD, DATED JULY 1, 1903, AND FILED IN THE SCHENECTADY COUNTY CLERKS OFFICE IN CABINET A, AS MAP 68-69.

2. "101 TOWER STREET, SURVEY MAP OF THE LANDS OF FULLER STATION ROAD ASSOC., LLC", PREPARED BY AUSFELD & WALDRUFF LAND SURVEYORS LLP, DATED JUNE 12, 2012.

3. "SITE PLANS, TOWER STREET APARTMENTS" PREPARED BY ABD ENGINEERS & SURVEYORS, DATED FEBRUARY 13, 2013 AND LAST REVISED JULY 9, 2013.



SITE LOCATION



NOTES:

1. BASE MAPPING PREPARED BY ABD ENGINEERS AND SURVEYORS FROM A JULY 2012 FIELD SURVEY AND UPDATED JULY 2014.
2. THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE-GROUND STRUCTURES AND/OR UTILITIES BELIEVED TO EXIST IN THE WORKING AREA, EXACT LOCATION OF WHICH MAY VARY FROM THE LOCATIONS INDICATED. IN PARTICULAR, THE CONTRACTOR IS WARNED THAT THE EXACT OR EVEN APPROXIMATE LOCATION OF SUCH PIPE LINES, SUBSURFACE STRUCTURES AND/OR UTILITIES IN THE AREA MAY BE SHOWN OR MAY NOT BE SHOWN, AND IT SHALL BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXECUTING ANY WORK. 48 HOURS BEFORE YOU DIG, DRILL OR BLAST, CALL U.F.P.O. 1-800-962-7962.
3. ALL LIGHTING SHALL BE SHIELDED AND/OR PLACED IN SUCH A MANNER AS TO PREVENT OFF-SITE ILLUMINATION.
4. DEVELOPMENT MUST MEET ALL NYS BUILDING AND FIRE CODES.
5. SITE IS ZONED B-2 GENERAL BUSINESS. PROPOSED REZONE TO R-3.
6. SNOW/ALL ACCUMULATIONS IN EXCESS OF FOUR (4) INCHES SHALL BE REMOVED FROM ALL PARKING AREAS/WALKWAYS WITHIN 48 HOURS.
7. A KNOX BOX SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. TYPE AND LOCATION SHALL BE COORDINATED WITH FIRE DISTRICT #2.
8. LANDSCAPED AREAS FRONTING ON TOWER STREET SHALL CONTAIN A SPRINKLER SYSTEM.
9. LANDSCAPING SHALL BE MAINTAINED IN PERPETUITY AND DEAD/DYING PLANT MATERIALS SHALL BE REPLACED IN KIND.
10. RECIPROCAL PARKING EASEMENT AGREEMENT BETWEEN 1725 TOWER STREET AND 1727 TOWER STREET.
11. NO SITE IMPROVEMENTS NEEDED. WATER AND SEWER CONNECTION ARE EXISTING

COVERAGE STATISTICS	PROPOSED	
BUILDINGS: 45% MAX.	1,624 SF	23.8%
PAVEMENT:	2,308 SF	33.8%
GREEN SPACE:	2,884 SF	42.3%
TOTAL	6,816 SF (0.16 ACRES)	100%

SITE DATA

	EXISTING	PROPOSED	PROVIDED
ZONING:	B2	R3	
AREA:	15,000 SF MIN.	20,000 SF MIN. +3,000 SF / BR. OVER 4	6,816 SF (0.16 ACRES)# #
LOT WIDTH:	100 FT.	100 FT.	71.00'#
SETBACKS: FRONT:	30 FT.	30 FT.	50.0'
SIDE:	10 FT.	20 FT.	10.0' & 3.0' #
REAR:	25 FT.	25 FT.	18.0'#
HEIGHT: MAX:	3 STORIES (40') MAX.	3 STORIES (40') MAX.	2 STORIES
PARKING:	1.5 PER APARTMENT UNIT: 2 UNITS X 1.5 = 3 SPACES 5 PER 1,000 SF RETAIL: 1,624 SF / 1,000 = 1.6 X 5 = 8 SPACES 11 SPACES REQUIRED	1.5 PER APARTMENT UNIT: 4 UNITS X 1.5 = 6 SPACES 8 SPACES REQUIRED	6 SPACES PROVIDED ONSITE 5 SPACES PROVIDED OFFSITE # 11 SPACES PROVIDED #

VARIANCES FOR LOT AREA, SIDE YARD WIDTH, REAR YARD DEPTH AND PARKING WERE APPROVED BY THE ROTTERDAM ZONING BOARD OF APPEALS ON DECEMBER 17, 2014.

REQUIRED VARIANCE FOR 2 ADDITIONAL BEDROOMS

OWNER/APPLICANT:
CARMINE PETTI AND FRANK AUDINO
524 RUSSEL ROAD
ALBANY, NY 12203

TAX MAP #: 59.09-7-6.2

ALTERATION OF THIS DOCUMENT EXCEPT BY A LICENSED PROFESSIONAL ENGINEER IS ILLEGAL

LUIGI A. FALLESCHI, P.E.
N.Y.S. LICENSE NO. 94878

REZONING MAP B-2 TO R-3
MULTIFAMILY
1725 TOWER STREET

TOWN OF ROTTERDAM | COUNTY OF SCHENECTADY
STATE OF NEW YORK

ABD ENGINEERS & SURVEYORS
411 Union Street Schenectady, N.Y. 12305
518-377-0315 Fax 518-377-0379
www.abdeng.com

DATE:	SCALE:	DWG.	SHEET OF
JUNE 27, 2023	1" = 20'	4287C-RE ZONE	1 1

PUBLIC HEARING #3

8/14/24

To Recognize The Introduction Of Introductory Local Law No. __ Of 2024; To Amend Chapter 264 Section 9, Entitled "Vehicles and Junk, Outside Storage Of - Penalties for Offenses" of the Code of the Town of Rotterdam, by adding an administrative fee for violations.

Chapter 264 Vehicles and Junk, Outside Storage of

§ 264-9 Penalties for offenses.

A.
(Reserved)[1]
[1]
*Editor's Note: Former Subsection A, concerning penalties for a violation, was repealed 6-12-2013 by L.L. No. 7-2013. See now Subsection **C**.*

Any person issued a notice of violation pursuant to any provision of this chapter shall be subject to an administrative fee of $100 for each notice. Such administrative fee shall be charged against the land upon the notice of violation was issued as a municipal lien or such administrative fee shall be added to the tax rolls as an assessment of levied as a special tax against said property or recovered in a civil suit against the person(s) to which the notice of violation was issued.

B.
In addition to the enforcement in a criminal proceeding by fine or imprisonment, this chapter may be enforced by instituting a special proceeding as authorized by Article 4 of the Civil Practice Law and Rules to compel compliance with the provisions of this chapter or to restrain by injunction any violation thereof, or to obtain any other appropriate relief.

C.
Any violation of this chapter by any person, firm or corporation shall constitute a violation and shall be punishable by a fine not less than $500 and no more than the sum of $1,000 or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense. Each subsequent violation will be punishable by a fine of not less than $1,000 nor more than $2,000 or imprisonment for a period not to exceed 15 days, or both. Each day of continued violation shall constitute a separate, additional offense.
[Amended 6-12-2013 by L.L. No. 7-2013]

PUBLIC HEARING #4

8/14/24

To Recognize The Introduction Of Introductory Local Law No. __ Of 2024; To Amend Chapter 265 Section 16, Entitled "Property Maintenance - Penalties for Offenses" of the Code of the Town of Rotterdam, by increasing the administrative fee for violations.

Chapter 265 Property Maintenance

§ 265-16 Penalties for offenses.

[Amended 6-12-2013 by L.L. No. 7-2013]

A.

Any person, firm or corporation who shall violate any of the provisions of this chapter or any rule or regulation made pursuant thereto shall, upon conviction thereof, be punished by a fine of no less than $500 nor more than $1,000 or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, punishable by a fine not less than $1,000 nor more than $1,500 or imprisonment for a period not to exceed 15 days, or both; and upon conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine not less than $1,500 nor more than $2,000 or imprisonment for a period not to exceed 15 days, or both. Each day of continued violation shall constitute a separate, additional offense.

B.

The cost of cleanup of the property shall be assessed as a lien against the property taxes.

C.

~~Administrative fee: $50 per incident of noncompliance.~~

Any person issued a notice of violation pursuant to any provision of this chapter shall be subject to an administrative fee of $100 for each notice. Such administrative fee shall be charged against the land upon the notice of violation was issued as a municipal lien or such administrative fee shall be added to the tax rolls as an assessment of levied as a special tax against said property or recovered in a civil suit against the person(s) to which the notice of violation was issued.

RESOLUTION 289.24

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 Town Board Meeting of July 10, 2024, as attached.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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: August 7, 2024
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes for the Town Board Meeting of July 10, 2024.

TO BE PLACED ON TOWN BOARD AGENDA OF: August 14, 2024.

TO BE PLACED ON TOWN BOARD MEETING OF**:** August 14, 2024.

Background Information: Attached. To adopt the Town Board Meeting of July 10, 2024.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of August 14, 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

July 12, 2024

Certified Resolutions: #270.24-#288.24 for the year 2024 was duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, July 10, 2024 at 7:00 p.m**.** The Town Board Agenda Meeting started at approximately 6:40 p.m. and was adjourned at approximately 6:54 p.m. by Councilmember Dodson and seconded by Councilmember Schlag. All agreed to adjourn the Town Board Agenda Meeting**.** The Town Board Meeting started at approximately 7:00 p.m**.** Motion #46 was made by Councilmember Gallucci and seconded by Councilmember Mastroianni motion passed. Motion #47 was made by Councilmember Dodson and seconded by Councilmember Gallucci motion passed. Motion #48 was made by councilmember Dodson and seconded by Councilmember Schlag motion passed. The Town Board was adjourned at approximately 9:32 p.m. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane Marco

Diane M. Marco, Town Clerk

MEETING OF THE
ROTTERDAM TOWN BOARD

July 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

- Bus Patrol informational presentation

PUBLIC HEARING

- For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to repeal the existing Solar Energy Facilities Law, Local Law No. 1 of the year 2017 and related site plan fees Chapter 270-137.1 (A)(1) and for the adoption of an updated Solar Energy Facilities Law. *Pg. 5*

- To accept the Map, Plan and Report for the proposed Sewer District No. 2, Extension No. 17 - Helderberg Meadows West. The Sewer District is being formed to add an additional 5.09 acres to the existing Helderberg Meadows Sewer District No. 2, Extension #12 approved in 2008. This request is to facilitate the installation of sanitary sewers to service 124 condominium units that were approved by the Rotterdam Planning Commission on July 19, 2022. *Pg. 92*

- To consider a proposed local law establishing a demonstration program imposing owner liability for failure of an operator to stop for a school bus displaying a red visual signal and stop-arm. *Pg. 135*

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

46.24 I make a motion to close public hearing #1**.**

47.24 I make a motion to close public hearing #2.

48.24 I make a motion to close public hearing #3.

RESOLUTIONS

270.24 Accepting Town Board meeting minutes. *Pg. 142*

271.24 To accept revenue for Town Clerk's office for June 2024. *Pg. 202*

272.24 To authorize a release of retainage to AMZ Construction Services, Inc. *Pg. 208*

273.24 To Declare Lead Agency for SEQR Review on a Change of Zone request on ±14.02 acres from Agricultural (A-1) to General Business (B-2) located at 774 and 778 Duanesburg Road. *Pg. 220*

274.24 To call for a public hearing on the proposed Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone from Agricultural (A-1) to General Business (B-2) located at 774 and 778 Duanesburg Road. *Pg. 226*

275.24 To Declare Lead Agency for SEQR review on a Change of Zone from General Business (B-2) to Multi-Family Residential (R-3) located at 1725 Tower Street. *Pg. 237*

276.24 To call for a public hearing on the proposed Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone from General Business (B-2) to Multi-Family Residential (R-3) located at 1725 Tower Street. *Pg. 243*

277.24 To recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 264 section 9, entitled "Vehicles and Junk, outside storage of - Penalties for offenses" of the code of the Town of Rotterdam, and scheduling a public hearing thereon. *Pg. 253*

278.24 To recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 265 section 16, entitled "Property Maintenance - Penalties for offenses" of the code of the Town of Rotterdam, and scheduling a public hearing thereon. *Pg. 257*

279.24 To negotiate and execute an agreement with Axon Enterprise Inc. *Pg. 261*

280.24 To declare equipment obsolete. *Pg. 271*

281.24 To enact Introductory Local Law No. 12 of 2024; To adopt Chapter 266b entitled "School Bus Stop-Arm Camera Program". *Pg. 274*

282.24 To adopt a SEQR Negative Declaration to amend Chapter 270, Zoning, of the Town Code, to repeal the existing Solar Energy Facilities Law, Local Law No. 1 of the year 2017 and related site plan fees Chapter 270-137.1 (a)(1) and for the adoption of an updated Solar Energy Facilities Law. *Pg. 285*

283.24 A resolution for adoption of amendments to the zoning code to repeal Local Law No. 1 of 2017 entitled Solar Energy Facilities and to enact Local Law No. 13 of 2024 entitled Solar Energy Facilities Law with amendment to site plan fees. *Pg. 313*

284.24 To negotiate and execute an agreement with Jason Hovak for consulting and advanced engineering services. *Pg. 362*

285.24 Establishing the Town of Rotterdam as Lead Agency for the Town of Rotterdam Sanitary Sewer Pump Station Improvement Project. *Pg. 367*

286.24 To appoint Patrick Reedy to the position of Skilled Laborer. *Pg. 387*

287.24 Request for Qualifications (RFQ) for Consultative Services for a Systematic Analysis of all Real Property. *Pg. 394*

288.24 Requesting bids for Fire Hydrants, Flags, Valves and Valve Boxes. *Pg. 410*

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Wednesday, July 10, 2024, at 7:00 p.m. the following **motion** passed:

MOTION 46.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This motion shall become effective July 10, 2024.

DATED: July 10, 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 was approved by the Town Board of the Town of Rotterdam on July 10, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 12**,** 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 of the Town of Rotterdam, held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Wednesday, July 10, 2024, at 7:00 p.m. the following **motion** passed:

MOTION 47.24

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 close public hearing #2.

SECTION 2. This motion shall become effective July 10, 2024.

DATED: July 10, 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 was approved by the Town Board of the Town of Rotterdam on July 10, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 12**,** 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 of the Town of Rotterdam, held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Wednesday, July 10, 2024, at 7:00 p.m. the following **motion** passed:

MOTION 48.24

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 close public hearing #3.

SECTION 2. This motion shall become effective July 10, 2024.

DATED: July 10, 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 was approved by the Town Board of the Town of Rotterdam on July 10, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 12**,** 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 of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 270.24

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the Town Board Meeting of June 12, 2024, and July 2, 2024, Special Town Board meeting as attached.

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

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 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 of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 271.24

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR JUNE 2024

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of June 2024, has been placed on file and the town clerk's check in the amount of seven thousand forty-eight dollars and 03/100 ($7,048.03) has been submitted to the supervisor for deposit.

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

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 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 of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 272.24

TO AUTHORIZE A RELEASE OF RETAINAGE TO AMZ CONSTRUCTION SERVICES, INC.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute all documents for the release of retainage and issue final payment to AMZ Construction Services, Inc., located at 1234 Main Street, P.O. Box 232, Rotterdam Junction, N.Y. 12150, for the Salt Storage Shed- Contract No. 1, in the total amount, not to exceed seventeen thousand two hundred sixty-nine and 38/100 dollars ($17,269.38).

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

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 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 of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 273.24

TO DECLARE LEAD AGENCY FOR SEQR REVIEW ON A CHANGE OF ZONE REQUEST ON ±14.02 ACRES FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) LOCATED AT 774 AND 778 DUANESBURG ROAD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the Town Board as Lead Agency under 6 NYCRR Part 617 SEQR (State Environmental Quality Review) on a Change of Zone Request on ±14.02 acres from Agricultural (A-1) to General Business (B-2) to facilitate the construction of a ±22,000 square foot retail business. Property is known as 774 Duanesburg Road (Tax Map No. 57.7-1-14) and 778 Duanesburg Road (Tax Map No. 57-3-6.1).

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

SECTION 3. This resolution shall become effective July 10, 2024.

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 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 of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 274.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) LOCATED AT 774 AND 778 DUANESBURG ROAD

WHEREAS, the Town Board passed Resolution No. 246.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone from Agricultural (A-1) to General Business (B-2) located at 774 and 778 Duanesburg Road; and

WHEREAS, the Planning Commission, on June 18, 2024 issued a positive recommendation on the change of zone requested by the applicant.; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on July 10, 2024; NOW

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 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 14th day of August, 2024 for the following purpose:

> To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±14.02 acres from Agricultural (A-1) to General Business (B-2) to facilitate the construction a ±22,000 square foot retail business on the property known as 774 Duanesburg Road (Tax Map No. 57.7-1-14) and 778 Duanesburg Road (Tax Map No. 57-3-6.1).

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

DATED: July 10, 2024
Daily Gazette: Please publish once on July 12, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective July 12, 2024.

DATED: July 12, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 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 of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 275.24
TO DECLARE LEAD AGENCY FOR SEQR REVIEW ON A CHANGE OF ZONE FROM GENERAL BUSINESS (B-2) TO MULTI-FAMILY RESIDENTIAL (R-3) LOCATED AT 1725 TOWER STREET

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 declares the Town Board as Lead Agency under 6 NYCRR Part 617 SEQR (State Environmental Quality Review) on a Change of Zone from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments. The property is known as 1725 Tower Street (Tax Map No. 59.9-7-6.2) and is on a ±6,816 square foot lot.

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

SECTION 3. This resolution shall become effective July 10, 2024.

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 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 of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 276.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM GENERAL BUSINESS (B-2) TO MULTI-FAMILY RESIDENTIAL (R-3) LOCATED AT 1725 TOWER STREET

WHEREAS, the Town Board passed Resolution No. 247.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone from General Business (B-2) to Multi-Family Residential (R-3) located at 1725 Tower Street; and

WHEREAS, the Planning Commission, on June 18, 2024 issued a positive recommendation on the change of zone requested by the applicant.; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on July 10, 2024; NOW

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 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 14th day of August, 2024 for the following purpose:

> To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments on the property known as 1725 Tower Street (Tax Map No. 59.9-7-6.2) and is on a ±6,816 square foot lot.

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

DATED: July 10, 2024
Daily Gazette: Please publish once on July 12, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective July 12, 2024.

DATED: July 12, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 277.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2024; TO AMEND CHAPTER 264 SECTION 9, ENTITLED "VEHICLES AND JUNK, OUTSIDE STORAGE OF - PENALTIES FOR OFFENSES" OF THE CODE OF THE TOWN OF ROTTERDAM, AND SCHEDULING A PUBLIC HEARING THEREON

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 recognizes the introduction of Introductory Local Law No. __ of 2024; To amend Chapter 264 Section 9, entitled "Vehicles and Junk, Outside Storage Of - Penalties for Offenses" of the code of the Town of Rotterdam by adding an administrative fee for violations.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 14th day of August, 2024 for the following purpose:

> To Recognize The Introduction Of Introductory Local Law No. __ Of 2024; To Amend Chapter 264 Section 9, Entitled "Vehicles and Junk, Outside Storage Of - Penalties for Offenses" of the Code of the Town of Rotterdam, by adding an administrative fee for violations.

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

DATED: July 10, 2024
Daily Gazette: Please publish once on July 12, 2024
Town Clerk
Post

SECTION 3. This resolution shall become effective July 10, 2024.

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 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 of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 278.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2024; TO AMEND CHAPTER 265 SECTION 16, ENTITLED "PROPERTY MAINTENANCE - PENALTIES FOR OFFENSES" OF THE CODE OF THE TOWN OF ROTTERDAM, AND SCHEDULING A PUBLIC HEARING THEREON

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 recognizes the introduction of Introductory Local Law No. __ of 2024; To amend Chapter 265 Section 16, entitled "Property Maintenance - Penalties for Offenses" of the code of the Town of Rotterdam by increasing the administrative fee for violations.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 14th day of August, 2024 for the following purpose:

> To Recognize The Introduction Of Introductory Local Law No. __ Of 2024; To Amend Chapter 265 Section 16, Entitled "Property Maintenance - Penalties for Offenses" of the Code of the Town of Rotterdam, by increasing the administrative fee for violations.

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

DATED: July 10, 2024
Daily Gazette: Please publish once on July 12, 2024
Town Clerk
Post

SECTION 3. This resolution shall become effective July 10, 2024.

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 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 of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 279.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH AXON ENTERPRISE INC.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Axon Enterprise, Inc., located at 17800 N 85th Street, Scottsdale, Arizona 85255, to provide interview room cameras and data storage, in accordance to the fee schedule provided in the agreement, and to be funded by the DCJS Law Enforcement Technology Program Grant.

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

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 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 of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 280.24

TO DECLARE EQUIPMENT OBSOLETE

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, on the advice and recommendation of the I.T. Department, hereby declares the following equipment obsolete and no longer needed by the Town and authorizes their proper disposal:

We have accumulated obsolete technology as shown below:
HP OfficeJet Pro 8600 Scan/Print/Fax
HP OfficeJet Pro 6978 Scan/Print/Fax
HP Jetdirect 300x Ext Print Server J3263A with Serial cable and power cord
HP OfficeJet Pro 8600 Color printer with power cord
(6) Logitech fast RF Wireless mouse receiver
(2) Serial mouse
D-Link Ethernet Switch DES 1105
Linksys 10/100 4-port VPN Router
NETGEAR Verizon 4G LTE Router MBR1515L
SYBA SD-HUB20092 i-Powerbooster USB 3.0 Hub for internal or external Use and Apple Fast Charging
Speco Technologies MWLP-UHF TRANSMITTER-Wireless Microphone
Motorola SURFboard cable modem sb5101u
MED-PAT XL-88H Phone
Motorola SURFboard SB6121cable modem—Still in the box.
NETGEAR Nighthawk AC1750 Smart Wi-Fi Router Model R6700v3
Creative Modem Blaster V.92 Serial external modem Model DE5621--End of Service Life
Paradyne Model 6350-A4-200 Reach DSL Modem and power supply
(2) FAX LineShare module by CMP Inc.
Viking TBB-1B Talk Battery Booster
2-Port Video Splitter
Logitech wireless mouse—no dongle
Stand-alone DVR remote controller
HP Wired serial keyboard Model SK-1688
Monroe Model 4130 calculator/printer serial #V924911
Staples SPL-P500 12-digit 2 colors calculator/printer
Sharp model EL-1197PIII 12-digit serial #5D15332X
(8) Serial printer cables

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

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 281.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 12 OF 2024 ENTITLED SCHOOL BUS STOP-ARM CAMERA PROGRAM

WHEREAS, an introductory local law entitled, "School Bus Stop-Arm Camera Program" was introduced to the Town Board of the Town of Rotterdam, and upon duly published and posted, a public hearing was held on July 10, 2024, at 7:00pm, before the Town Board; and

WHEREAS, public discussion was heard at such hearing concerning the merits and significance of said introductory local law; 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 adopt said introductory Local Law No. 12 of 2024, a copy of which is attached hereto and made part of this resolution.

SECTION 2. The Town Clerk is hereby directed to enter said local law in the minutes of this meeting and in the Code of the Town of Rotterdam, and to give due notice of the adoption of said Local Law to the Secretary of State of New York.

SECTION 3. This resolution shall become effective July 10, 2024.

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 282.24

TO ADOPT A SEQR NEGATIVE DECLARATION TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO REPEAL THE EXISTING SOLAR ENERGY FACILITIES LAW, LOCAL LAW NO. 1 OF THE YEAR 2017 AND RELATED SITE PLAN FEES CHAPTER 270-137.1 (A)(1) AND FOR THE ADOPTION OF AN UPDATED SOLAR ENERGY FACILITIES LAW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam herby adopts the Negative Declaration dated July 10, 2024, as prepared by the Senior Planner to amend Chapter 270, Zoning, of the Town Code, to repeal the existing Solar Energy Facilities Law, Local Law No. 1 of the year 2017 and related site plan fees Chapter 270-137.1 (A)(1) and for the adoption of an updated Solar Energy Facilities Law.

SECTION 2. The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective July 10, 2024.

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 283.24

A RESOLUTION FOR ADOPTION OF AMENDMENTS TO THE ZONING CODE TO REPEAL LOCAL LAW NO. 1 OF 2017 ENTITILED SOLAR ENERGY FACILITIES AND TO ENACT LOCAL LAW NO. 13 OF 2024 ENTITLED SOLAR ENERGY FACILITIES LAW WITH AMENDMENT TO SITE PLAN FEES

WHEREAS, a local law entitled, "Solar Energy Facilities" was introduced to the Town Board of the Town of Rotterdam, and upon duly published and posted, a public hearing was held on June 12, 2024, and continued on July 10, 2024, before the Town Board; and

WHEREAS, public discussion was heard at such hearing concerning the merits and significance of said introductory local law; and

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 does hereby repeal Local Law No. 1 of 2017.

SECTION 2. The Town Board of the Town of Rotterdam does hereby adopt said Introductory Local Law No. 13 of 2024, a copy of which is attached hereto and made part of this resolution.

SECTION 3. The Town Board of the Town of Rotterdam does hereby amend Chapter 270-137.1(A)(1) of the Code of the Town of Rotterdam, a copy of which is attached hereto and made a part of this resolution, and be it further

SECTION 4. The Town Clerk is hereby directed to enter said Local Law in the minutes of this meeting and in the Code of the Town of Rotterdam, and to give due notice of the adoption of said Local Law to the Secretary of State of New York.

SECTION 5. This resolution shall become effective July 10, 2024.
DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 284.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH JASON HOVAK FOR CONSULTING AND ADVANCED ENGINEERING SERVICES

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 Jason Hovak, located at 150 Clizbe Avenue, Amsterdam, New York 12010, for continued consulting services and Advanced Engineering Services of the Town's Information Technology environment, for a 26-week period, in the amount not to exceed twenty-nine thousand one hundred twenty 00/100 ($29,120.00) dollars.

SECTION 2. This resolution shall become effective on July 10, 2024.

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 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 of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 285.24

ESTABLISHING THE TOWN OF ROTTERDAM AS LEAD AGENCY FOR THE TOWN OF ROTTERDAM SANITARY SEWER PUMP STATION IMPROVEMENT PROJECT

WHEREAS, the Project has been classified as a "Type 1 Action" as defined by State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617.4; and

WHEREAS, it is the intent of the Town or Rotterdam Board to assume the role of "Lead Agency" for purposes of conducting a SEQRA/SERP assessment of the Project; and

WHEREAS, Part 1 of the Full Environmental Assessment Form (FEAF) has been completed, reviewed by the Town Board of Rotterdam, and will be circulated to all interested and involved agencies for purposes of establishing the Town Board of Rotterdam as "Lead Agency" in accordance with 6 NYCRR Part 617.6(b); NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to and in accordance with the coordinated review requirements of SEQRA, the Town of Rotterdam Town Board hereby intends to, and upon receipt of consent from or no objections thereto by any other involved agencies, does hereby establish itself as lead agency for the Project and authorizes the Town Supervisor to sign Part I of the FEAF.

SECTION 2. Part I of the FEAF shall be sent to the attached list of "Interested and Involved Agencies" under cover of a "Notice of Intent to Establish Lead Agency" letter for purposes of establishing Lead Agency status under SEQRA/SERP.

SECTION 3. The Town Board hereby authorizes and direct Barton & Loguidice, D.P.C., and their respective designees, to undertake and complete all such actions, preparation, execution, circulation, publication, and filing requirements as may be required in furtherance of this Resolution.

SECTION 4. This resolution shall become effective July 10, 2024.

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 286.24

TO APPOINT PATRICK REEDY TO THE POSITION OF SKILLED LABORER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Patrick Reedy, of Schenectady, New York 12306, is hereby appointed to the position of Skilled Laborer, full time, probationary, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-nine thousand twenty-eight and 73/100 ($49,028.73) dollars, commencing July 15, 2024.

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

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 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 of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 287.24

REQUEST FOR QUALIFICATIONS (RFQ) FOR CONSULTATIVE SERVICES FOR A SYSTEMATIC ANALYSIS OF ALL REAL PROPERTY

WHEREAS, the Town of Rotterdam has not conducted a review of assessments on a town-wide basis since 2007. Market changes not only in the residential class but also commercial and vacant land classes have created an imbalance that should be corrected; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk of the Town of Rotterdam shall cause the following notice to be published in the official newspaper of the Town of Rotterdam on or before Friday July 12, 2024, of request for qualification (RFQ):

TOWN OF ROTTERDAM
REQUEST FOR QUALIFICATIONS

PLEASE TAKE NOTICE: That the Town Clerk of the Town of Rotterdam, on Wednesday, the 31st day of July, 2024, at 10:00 A.M, at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York, 12306 will receive qualifications for the following:

Consultative Services For A
Systematic Analysis Of All Real Property

Request for Qualification packets may be obtained from the Office of Town Clerk, Diane M. Marco at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Town of Rotterdam, New York, 12306 and all responses must be received in said Office of the Town Clerk no later than 10:00 a.m. on Wednesday, the 31st day of July, 2024.

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

DATED: July 10, 2024
Daily Gazette: Please publish once on or before July 12, 2024.
Town Clerk
Post

SECTION 2. The Town Supervisor, and their respective designee(s) are hereby authorized and directed to cause the RFQ to be published and distribute the RFQ through such other means and to such other firms as shall be reasonably appropriate under the circumstances.

SECTION 3. This resolution shall become effective July 10, 2024.

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 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 of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 288.24

REQUESTING BIDS FOR FIRE HYDRANTS, FLAGS, VALVES AND VALVE BOXES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Fire Hydrants, Flags, Valves and Valve Boxes for the Town of Rotterdam.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday the 31st day of July, 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:

FIRE HYDRANTS, FLAGS, VALVES AND VALVE BOXES

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

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERKS OFFICE AT 1100 SUNRISE BLVD. PRIOR TO 11:00 A.M., WEDNESDAY JULY 31, 2024

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

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

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

DATED: July 10, 2024
BidNet: Please publish on July 12, 2024
Daily Gazette: Please publish once on July 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective July 10, 2024

DATED: July 10, 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 Meeting of the Town of Rotterdam on July 10, 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 July 12, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk



RESOLUTION NO. 290.24

TO APPOINT NICOLE MORIZIO TO THE POSITION OF DEPUTY COURT CLERK

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Nicole Morizio, of Rotterdam, New York 12306, is hereby appointed to the position of Deputy Court Clerk, provisionally, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-three thousand three hundred twenty-five and 34/100 ($43,325.34) dollars, commencing September 3, 2024.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DATE: August 8, 2024

TO: Supervisor Mollie Collins

FROM: Hon. Kenneth P. Litz and Hon. James A. Bradshaw

TITLE OF REQUEST: Hiring of Deputy Court Clerk

TOWN BOARD MEETING: August 14, 2024

Background Information: The Justice Department has had the benefit of five full time clerks for many years. We have found that having five full- time clerks would be the minimum number of clerks necessary in order to efficiently handle the workload that the Justice Department deals with on a daily basis.

Evaluation/Analysis: To hire one new employee to the position of Deputy Court Clerk. We would be moving forward with five clerks.

Recommendation(s): The Board grant the foregoing request in order to provide the Justice Department with the adequate staffing necessary for the day-to-day operations of the Justice Department.

Attachment/Documents(s): Civil Service Application for the applicant.

Compliance with Purchasing Policy: Not Applicable

Effect(s)on Existing Law(s): Not Applicable

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Deputy Court Clerk _____
POSITION TITLE EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT. USE ONLY

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

2. Name and Legal Residence

Morizio Nicole M
Last Name First Name Middle Initial

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

Schenectady NY 12306
County City, Town, Village State Zip

Home Phone Number [redacted] Cell Phone

Email Address: [redacted]

If mailing address is different:

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

County City, Town, Village State Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

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

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

	Name	Years	Months
State of:	New York	[redacted]	
County of:	Schenectady		
Village of:			
Town of:	Rotterdam		
City of:	Schenectady		
School District	Schenectady		

5. Citizenship

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

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

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

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

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

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

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

License #:	[redacted]
Restrictions:	
Expiration Date:	
Endorsements:	
Class of License:	
Is this License Currently Valid	YES ☒ NO ☐

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

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

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

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

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

REMARKS:_____

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

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

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

High School		
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☒	NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	Mohonasen High School 2072 Curry Rd. Schdy, NY 12303	
Equivalency Diploma Number:		

College, University, Professional or Technical School

Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received

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

Length of Employment	Firm Name: Best Tile
From: [redacted]	Firm Address: 2241 Central Ave., Schdy, N.Y 12304
To:	**Description of Duties:**
Employment Details	- Clerical, Data entry, filing, Scanning documents - Daily use of Gmail + software - Taking account payments - Calling + emailing delinquent accounts - Troubleshooting account questions - Managing accounts for 29 locations - Answering phones - Working on special projects. - Updating ledgers and spreadsheets to current account standings
Your Exact Title: Credit/Accounting Assoc	
Name of Your Supervisor: Stacy Burkhart	
Supervisor's Title: Regional Credit Manager	
Hours worked / wk. (exclusive of overtime): 40	
Reason for Leaving:	

Length of Employment	Firm Name: Chauvin Family Dentistry
From: [redacted]	Firm Address: 981 Rte 146, Clifton Park, NY 12065
To:	**Description of Duties:** - Maintain daily Doctor + Hygienist schedule - Daily use of software - Answer Phones - Data entry - Billing - Deposits + Accounts receivable - Review Payroll + approve employees time off - Schedule Appointments - Communication with Insurance Companies - ordering supplies / purchase order matching - Maintain positive working environment for, and manage 10 employees
Employment Details	
Your Exact Title: Dental Office Manager	
Name of Your Supervisor: Mandy Aikens	
Supervisor's Title: Asst. Regional Manager	
Hours worked / wk (exclusive of overtime): 40	
Reason for Leaving: Change of work field	

Length of Employment		Firm Name:	Capital Region Otolaryngology
From:	[redacted]	Firm Address:	6 Executive Park Dr., Albany, N.Y 12203
To:		Description of Duties:	
Month/Year (mm/yyyy)		- Data entry, Scanning documents + filing - Answer Phones - Daily use of software - Maintain daily Doctor Schedule - Schedule Appointments - Deposits - Communication with insurance companies - Clean exam rooms and sterilize instruments	
Employment Details			
Your Exact Title	Office Staff		
Name of Your Supervisor	Angela		
Supervisor's Title	Office Manager		
Hours worked / wk. (exclusive of overtime)	40		
Reason for Leaving	Better Job Opportunity		

Length of Employment		Firm Name:	YWCA NorthEastern NY (YWCA of Schenectady)
From:	[redacted]	Firm Address:	44 Washington Ave, Schdy, N.Y 12305
To:		Description of Duties:	
Month/Year (mm/yyyy)		- Lesson Planning - Maintain daily schedules for 8 infants - General Care of Infants in a 4 to 1 ratio - Maintaining State Accredition - Continuing education - Maintain certifications (M.A.T + CPR) - Completed my Child Development Associate	
Employment Details			
Your Exact Title	Lead Teacher		
Name of Your Supervisor	Nancy Johnson		
Supervisor's Title	Director		
Hours worked / wk. (exclusive of overtime)	40		
Reason for Leaving	Better Job Opportunity		

THIS AFFIRMATION MUST BE COMPLETED

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

Signature of Applicant

Nicole M. Morizio
Print Name

7/19/24
Date

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

NOTICE
(As of July 18, 2024)

POSITION OPENING

In accordance with the Agreement between the Town of Rotterdam and the Town of Rotterdam Unit of the Schenectady County Chapter of the CSEA, Inc., the following position is open:

Deputy Court Clerk

Compensation

Title		Salary Range
Deputy Court Clerk	*(2023)	$43,325.34-$47,648.77

**The Town is currently negotiating a cost-of-living increase for 2024 which will eventually be applied to the 2023 salary range above and any increase will be paid retroactively to all wages earned in 2024 prior to reaching an agreement.*

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

Location:
Town of Rotterdam Justice Court
Qualifications:
See attached Civil Service Job Description.

Permanent appointment to positions in Schenectady County is contingent upon the successful completion of a criminal background check. All interested parties should complete and submit a standard Civil Service application form available on the Town's website at https://www.rotterdamny.org/whats-new/employment-opportunities. Application forms must be filed with the Town Supervisor's Office no later than close of business on **Thursday, August 1, 2024**. Applications can be sent via USPS to Town of Rotterdam, Supervisor's Office, 1100 Sunrise Boulevard, Schenectady, New York 12306 or by email to Supervisor@rotterdamny.org.

The Town of Rotterdam is an Equal Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin or any other protected class or category.

cc: Town Supervisor
Town Board
Town Clerk
Comptroller
CSEA President
All Departments

Post this notice in all Town Buildings and Departments

DEPUTY COURT CLERK

DISTINGUISHING FEATURES OF THE CLASS: This position exists in the Town of Rotterdam and involves responsibility for participating in functions and activities relating to a court system where civil, criminal, and /or traffic cases are processed. Work is carried out in accordance with established procedures and involves the management of all court operations related to case processing. Work is performed under the general supervision of presiding judges with wide leeway permitted for the exercise of independent judgment in carrying out the details of the work. Does related work as required.

TYPICAL WORK ACTIVITIES:

- Receives and files summonses and traffic tickets in numerical or alphabetical order;
- Accepts fees, fines, and bail money in accordance with defined procedures and gives receipts;
- Enters convictions on drivers' licenses and prepares reports to the Motor Vehicle Department and Department of Audit and Control;
- Receives, date stamps, sorts and distributes incoming mail;
- Responds to inquiries from other courts, government agencies and attorneys concerning court procedures;
- Responds to oral and written inquiries from the public concerning scheduling or cases and court procedures and practices;
- Performs a variety of miscellaneous clerical duties as required, such as typing, filing, and answering the telephone;
- Does related work as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of modern office management practices, procedures and equipment; good knowledge of business arithmetic and English; eJusticeNY Criminal Justice Access training; good knowledge of New York Stat Integrates Justice Portal, ability to readily acquire familiarity with the laws, rules, regulations, policies and practices of the court system; ability to read and interpret a variety of written and numeric material including court documents and correspondence; ability to understand and follow oral and written instructions; ability to train, supervise and coordinate the activities of a subordinate staff; ability to handle sensitive matters on a confidential basis; clerical aptitude; good judgment; tact; courtesy.

MINIMUM QUALIFICATIONS

Graduation from high school or possession of a high school equivalency diploma and one (1) year of clerical experience in an office setting.

Adopted
CSC 11/15/16
Revised 08/16/22

JC: COMPETITIVE

RESOLUTION NO. 291.24

TO APPOINT NOAH BAKER TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR TRAINEE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Noah Baker, of Schenectady, New York 12304, is hereby appointed to the position of Wastewater Treatment Plant Operator Trainee, provisionally, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-two thousand six hundred fifty-three and 71/100 ($52,653.71) dollars, commencing August 19, 2024.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	August 6, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Senior Building Inspector
TITLE OF REQUEST:	Wastewater Treatment Plant Operator-Trainee
TOWN BOARD MEETING(S):	August 14, 2024
Background Information:	The Wastewater Treatment Plant is in need of 2 Wastewater Treatment Plant Operator to continue to operate effectively and efficiently with the increased daily demands.
Evaluation/Analysis:	Shawn and Noah's past employment will make them competent employees in these positions and they will be able to perform the duties of the position.
Recommendation(s):	Appoint Shawn Pryba and Noah Baker to the position of Wastewater Treatment Plant Operator-Trainee at an annual salary of $52,653.71 effective August 14, 2024. Shawn and Noah meet the minimum qualifications for the position.
Attachment/Document(s):	Civil Service Application Job Posting Notice from July 9, 2024.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Complies with Civil Service Law Section 65
LEGISLATION WILL BE PREPARED BY:	

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Wastewater Treatment plant operator trainee
POSITION TITLE EXAM NUMBER

Date Received 7/16/2024 Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT. USE ONLY

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

2. Name and Legal Residence

Baker	Noah	M
Last Name	First Name	Middle Initial

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

Schenectady	Schenectady	NY	12304
County	City, Town, Village	State	Zip

Home Phone Number [redacted] Cell Phone: -

Email Address: [redacted]

If mailing address is different:

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

County City, Town, Village State Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

Date of Birth (MM/DD/YYYY) __/__/__

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

	Name	Years	Months
State of:	New York	[redacted]	
County of:	Schenectady		
Village of:	-		
Town of:	Rotterdam		
City of:	Schenectady		
School District	Mohonasen		

5. Citizenship

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

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

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

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

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

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

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

License #:	[redacted]
Restrictions:	
Expiration Date:	
Endorsements:	
Class of License:	D
Is this License Currently Valid	YES ☒ NO ☐

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

	YES	NO
Have you ever served in the Armed Forces of the United States? *(The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes).*		✓
Did you serve in the Armed Forces during any of the following periods:		✓
February 28, 1961 – May 7, 1975		✓
August 2, 1990 – end of hostilities		✓
*Lebanon: June 1, 1983 – December 1, 1987		✓
*Granada: October 23, 1983 – November 21, 1983		✓
*Panama: December 20, 1989 – January 31, 1990		✓
**Credit for Lebanon, Grenada and Panama is limited to those who received the Armed Forces Expeditionary Medal, the Navy Expeditionary Medal, or the Marine Corps Expeditionary Medal.*		✓
Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?		✓
Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs? This disability must have been incurred during a Time of War period listed above.		✓
After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		✓
Are you currently a resident of New York State?	✓	

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

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

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

REMARKS:_____

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

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

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

High School		
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☑	NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	Mohonasen CSD 2072 Curry Rd Schenectady NY 12303	
Equivalency Diploma Number:		

College, University, Professional or Technical School						
Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received

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

Length of Employment

From: [redacted]

To: [redacted]

Month/Year (mm/yyyy)

Employment Details

Your Exact Title: Park Attendant

Name of Your Supervisor: Chad Prater

Supervisor's Title: Department Supervisor

Hours worked / wk. (exclusive of overtime): 40hrs

Reason for Leaving: Career opportunity

Firm Name: Town of Rotterdam

Firm Address: 1100 Sunrise Blvd Rotterdam NY 12306

Description of Duties:

- maintenance of public properties of the town of Rotterdam ie. mowing, garbage removal, graffiti removal, clearing brush and fencelines out
- setting up parks for events
- snow removal for town buildings
- Autumn/spring leaf removal
- use of multiple pieces of equipment from mowers and brush hogs to hedgers and chainsaws
- tree removal
- assisting moving office spaces and appliance removal

Length of Employment

From: [redacted]

To: [redacted]

Month/Year (mm/yyyy)

Employment Details

Your Exact Title: Cleaner

Name of Your Supervisor: James Keith

Supervisor's Title: Senior Inspector

Hours worked / wk. (exclusive of overtime): 40

Reason for Leaving: career change

Firm Name: Town of Rotterdam

Firm Address: 1100 Sunrise Blvd Rotterdam NY 12306

Description of Duties:

- keeping proper PPE on.
- cleaning and maintaining town hall
- daily disinfecting of public use areas such as door handles and railings
- ensure public spaces are clear of hazards
- maintain proper labels and knowledge of chemicals being used
- keeping track of all supplies
- Assisting with office rearrangements
- garbage removal

Length of Employment	Firm Name:	Mohonasen CSD
From: [redacted]	Firm Address:	2072 Curry Rd Schenectady 12303
To: [redacted] yy)	Description of Duties:	- Daily cleaning walkthrough and setup for school - arrangement and breakdown of cafeteria tables done - assist with fire drills and lockdown drills, daily. - removal and clean up of hazards and waste - restocking supplies - installing and fixing appliances/[redacted] furniture for classrooms/bathrooms - Daily building safety checks
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title: Cleaner		
Name of Your Supervisor: Mike Sherman		
Supervisor's Title: Director of operations		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving: career change		

Length of Employment	Firm Name:	Schalmont CSD
From: [redacted]	Firm Address:	1600 Princetown Rd Schenectady NY 12306
To: [redacted] nm/yyyy)	Description of Duties:	- Monitoring and supervising K-4th grade classes during school day - Ensure school rules and safety procedures were being followed - Handling behavioral issues and following up with appropriate disciplinary action - Applying first aid - ensure students are safely bought to and from class
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title: Monitor		
Name of Your Supervisor: Judy Gifford		
Supervisor's Title: Principal		
Hours worked / wk. (exclusive of overtime): 15 hr		
Reason for Leaving: career change		

THIS AFFIRMATION MUST BE COMPLETED

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

Noah Baker — Signature of Applicant

Noah Baker — Print Name

07/14/2024 — Date

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

NOTICE
(As of July 9, 2024)

POSITION OPENING

In accordance with the Agreement between the Town of Rotterdam and the Town of Rotterdam Unit of the Schenectady County Chapter of the CSEA, Inc., the following position is open:

Wastewater Treatment Plant Operator-Trainee

Compensation

Title		Salary
Wastewater Treatment Plant Operator-Trainee	*(2023)	$52,653.71

**The Town is currently negotiating a cost-of-living increase for 2024 which will eventually be applied to the 2023 salary range above and any increase will be paid retroactively to all wages earned in 2024 prior to reaching an agreement.*

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

Location:
Town of Rotterdam Wastewater Treatment Plant
Qualifications:
See attached Civil Service Job Description.

Permanent appointment to positions in Schenectady County is contingent upon the successful completion of a criminal background check. All interested parties should complete and submit a standard Civil Service application form available on the Town's website at https://www.rotterdamny.org/whats-new/employment-opportunities. Application forms must be filed with the Town Supervisor's Office no later than close of business on **Tuesday, July 23, 2024**. Applications can be sent via USPS to Town of Rotterdam, Supervisor's Office, 1100 Sunrise Boulevard, Schenectady, New York 12306 or by email to Supervisor@rotterdamny.org.

The Town of Rotterdam is an Equal Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin or any other protected class or category.

cc: **Town Supervisor**
Town Board
Town Clerk
Comptroller
CSEA President
All Departments

Post this notice in all Town Buildings and Departments

WASTEWATER TREATMENT PLANT OPERATOR TRAINEE

This is a trainee position in the competitive class for which candidates are selected on the basis of general intelligence, basic knowledge of elementary chemistry and general science and mechanical aptitude. Term of appointment is limited to the training period for the plant where the position exists, during which time employees should be required to satisfactorily complete the training and experience requirements of the New York State Department of Environmental Conservation Regulations for a certificate appropriate to the plant.

DISTINGUISHING FEATURES OF THE CLASS: This is a trainee position involving responsibility for learning the duties and routines in the operation and maintenance of a wastewater treatment plant. The work is performed under immediate supervision of a qualified operator.

TYPICAL WORK ACTIVITIES:

- Performs study and reading assignments, observes demonstration and otherwise learns the techniques of operation and maintenance of a wastewater treatment plant;
- Learns and assists in the operation and adjustment of pumps, valves, screens, and related mechanical equipment;
- Learns and assists in the inspection, maintenance and repair of pumps, valves, screens and related mechanical equipment;
- Learns and assists in the making of tests to determine chlorine residual;
- Cleans channels, screens, tanks, and other equipment;
- Learns and assists in the preparation and maintenance of activity records and reports;
- Performs increasingly responsible duties as assigned in the operation and maintenance of a wastewater treatment plant.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Familiarity with elementary principles of chemistry and general science; good general intelligence; good observation; mechanical aptitude; ability to learn principles and procedures relating to operation and maintenance of a wastewater treatment plant; ability to develop skill in the operation and maintenance of pumps, valves, and related mechanical equipment; ability to get along well with others; ability to understand and follow oral and written instructions.

MINIMUM QUALIFICATIONS: Graduation from high school; or possession of a high school equivalency diploma.

SPECIAL REQUIREMENTS FOR THE CITY OF SCHENECTADY, TOWN OF NISKAYUNA AND THE TOWN OF ROTTERDAM: (AT TIME OF APPOINTMENT): Possession of a valid New York State driver's license and must maintain such license throughout duration of appointment.

Revised CSC 5/14/96
Revised CSC 5/20/08
Revised CSC 02/21/12
Revised CSC 02/25/14
Revised CSC 03/05/18

JC: COMPETITIVE

RESOLUTION NO. 292.24

TO APPOINT SHAWN PRYBA TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR TRAINEE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Shawn Pryba, of Rotterdam, New York 12306, is hereby appointed to the position of Wastewater Treatment Plant Operator Trainee, provisionally, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-two thousand six hundred fifty-three and 71/100 ($52,653.71) dollars, commencing August 19, 2024.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	August 6, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Senior Building Inspector
TITLE OF REQUEST:	Wastewater Treatment Plant Operator-Trainee
TOWN BOARD MEETING(S):	August 14, 2024
Background Information:	The Wastewater Treatment Plant is in need of 2 Wastewater Treatment Plant Operator to continue to operate effectively and efficiently with the increased daily demands.
Evaluation/Analysis:	Shawn and Noah's past employment will make them competent employees in these positions and they will be able to perform the duties of the position.
Recommendation(s):	Appoint Shawn Pryba and Noah Baker to the position of Wastewater Treatment Plant Operator-Trainee at an annual salary of $52,653.71 effective August 14, 2024. Shawn and Noah meet the minimum qualifications for the position.
Attachment/Document(s):	Civil Service Application Job Posting Notice from July 9, 2024.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Complies with Civil Service Law Section 65
LEGISLATION WILL BE PREPARED BY:	

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED
JUL 23 2024
Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT. USE ONLY

1. Wastewater Treatment Plant _____
POSITION TITLE EXAM NUMBER

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

2. **Name and Legal Residence**

Peyton Shannon R
Last Name First Name Middle Initial

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

Schenectady NY 12306
County City, Town, Village State Zip

Home Phone Number [redacted] Cell Phone: [redacted]

Email Address: [redacted]

If mailing address is different:

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

County City, Town, Village State Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

Date of Birth (MM/DD/YYYY) ___/___/___

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

	Name	Years	Months
State of:	New York	[redacted]	
County of:	Schenectady		
Village of:			
Town of:	Rotterdam		
City of:			
School District	Schalmont		

5. **Citizenship**

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

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

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

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

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

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

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

License #:	[redacted]
Restrictions:	
Expiration Date:	
Endorsements:	—
Class of License:	D
Is this License Currently Valid	YES ☒ NO ☐

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

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

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

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

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

REMARKS:

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

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

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

High School	
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES [X] NO [ ]
If Yes, Name and Location of High School or Issuing Government Authority:	Schalmont High School
Equivalency Diploma Number:	

College, University, Professional or Technical School

Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received
SCCC	12				X	

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

Length of Employment	
From: [redacted]	Firm Name: Town Rotterdam Highway Dept
To: [redacted] Month/Year (mm/yyyy)	Firm Address:
Employment Details	**Description of Duties:**
Your Exact Title: Senior Laborer	Crew Leader
Name of Your Supervisor: Skip Sikorda	Senior Labor
Supervisor's Title: Foreman	Blacktop.
Hours worked / wk. (exclusive of overtime): 40	
Reason for Leaving	

Length of Employment	
From: [redacted]	Firm Name: Truegreen
To: [redacted] Month/Year (mm/yyyy)	Firm Address: Albany New York
Employment Details	**Description of Duties:**
Your Exact Title	Commercial Pesticide Applicator
Name of Your Supervisor	Winter Small Engine Repair
Supervisor's Title	
Hours worked / wk. (exclusive of overtime)	
Reason for Leaving	

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

Length of Employment	Firm Name:	Rott Eagles Club
From: [redacted]	Firm Address:	
To: [redacted] Month/Year (mm/yyyy)	Description of Duties: President Trustee Volunteer to Run and Organize Rotterdam Eagles Painting / Plumbing / General Repair / Cleaning	
Employment Details		
Your Exact Title: President		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		

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

THIS AFFIRMATION MUST BE COMPLETED

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

Signature of Applicant	Shawn Payba	7-23-24
	Print Name	Date

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

NOTICE
(As of July 9, 2024)

POSITION OPENING

In accordance with the Agreement between the Town of Rotterdam and the Town of Rotterdam Unit of the Schenectady County Chapter of the CSEA, Inc., the following position is open:

Wastewater Treatment Plant Operator-Trainee

Compensation

Title		Salary
Wastewater Treatment Plant Operator-Trainee	*(2023)	$52,653.71

**The Town is currently negotiating a cost-of-living increase for 2024 which will eventually be applied to the 2023 salary range above and any increase will be paid retroactively to all wages earned in 2024 prior to reaching an agreement.*

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

Location:
Town of Rotterdam Wastewater Treatment Plant
Qualifications:
See attached Civil Service Job Description.

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cc: **Town Supervisor**
Town Board
Town Clerk
Comptroller
CSEA President
All Departments

Post this notice in all Town Buildings and Departments

WASTEWATER TREATMENT PLANT OPERATOR TRAINEE

This is a trainee position in the competitive class for which candidates are selected on the basis of general intelligence, basic knowledge of elementary chemistry and general science and mechanical aptitude. Term of appointment is limited to the training period for the plant where the position exists, during which time employees should be required to satisfactorily complete the training and experience requirements of the New York State Department of Environmental Conservation Regulations for a certificate appropriate to the plant.

DISTINGUISHING FEATURES OF THE CLASS: This is a trainee position involving responsibility for learning the duties and routines in the operation and maintenance of a wastewater treatment plant. The work is performed under immediate supervision of a qualified operator.

TYPICAL WORK ACTIVITIES:

- Performs study and reading assignments, observes demonstration and otherwise learns the techniques of operation and maintenance of a wastewater treatment plant;
- Learns and assists in the operation and adjustment of pumps, valves, screens, and related mechanical equipment;
- Learns and assists in the inspection, maintenance and repair of pumps, valves, screens and related mechanical equipment;
- Learns and assists in the making of tests to determine chlorine residual;
- Cleans channels, screens, tanks, and other equipment;
- Learns and assists in the preparation and maintenance of activity records and reports;
- Performs increasingly responsible duties as assigned in the operation and maintenance of a wastewater treatment plant.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Familiarity with elementary principles of chemistry and general science; good general intelligence; good observation; mechanical aptitude; ability to learn principles and procedures relating to operation and maintenance of a wastewater treatment plant; ability to develop skill in the operation and maintenance of pumps, valves, and related mechanical equipment; ability to get along well with others; ability to understand and follow oral and written instructions.

MINIMUM QUALIFICATIONS: Graduation from high school; or possession of a high school equivalency diploma.

SPECIAL REQUIREMENTS FOR THE CITY OF SCHENECTADY, TOWN OF NISKAYUNA AND THE TOWN OF ROTTERDAM: (AT TIME OF APPOINTMENT): Possession of a valid New York State driver's license and must maintain such license throughout duration of appointment.

Revised CSC 5/14/96
Revised CSC 5/20/08
Revised CSC 02/21/12
Revised CSC 02/25/14
Revised CSC 03/05/18

JC: COMPETITIVE

RESOLUTION NO. 293.24

TO APPOINT JEFFREY BRIERE TO THE POSITION OF BUILDING INSPECTOR

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Jeffrey Briere, of Rotterdam, New York 12306, is hereby appointed to the position of Building Inspector, provisional, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of seventy thousand one hundred forty-three and 26/100 ($70,143.26) dollars, commencing August 15, 2024.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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: August 6, 2024

TO: Town Board

FROM: James Keith, Sr. Building Inspector

TITLE OF REQUEST: Re-Appoint J. Briere, Building Inspector

TOWN BOARD MEETING: August 14, 2024

Background Information: Mr. Briere was appointed to this position provisionally on August 15, 2022.

Evaluation/Analysis: There is no certified list from Civil Service for this position.

Recommendation(s): Re-appoint Mr. Briere to the position of Building Inspector

Attachment/Document(s): See attached documents

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 294.24

TO APPOINT MARGARET WILEY TO THE POSITION OF CLERK

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Maragaret Wiley, of Schenectady, New York 12304, is hereby appointed to the position of Clerk, probationary, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty thousand seven hundred ten and 75/100 ($40,710.75) dollars, commencing August 26, 2024.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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: August 9, 2024

TO: Mollie Collins, Supervisor

FROM: Linda Testa, Project Coordinator, Office of Aging

TITLE OF REQUEST: Appoint Margaret Wiley to the position of Clerk to the Senior Citizen Center.

TOWN BOARD MEETING: August 14, 2024

Background Information: This position has been vacant since April 2024. Diligent efforts have been made to identify a viable candidate for the Clerk position utilizing the active Civil Service Clerk list (Exam Number 300-50 Clerk 5/9/2024). Ms. Wiley was canvased from this Civil Service List.

Evaluation/Analysis: Ms. Wiley was interviewed, and she comes with excellent references. She has extensive computer skills and office experience. She has an outgoing and engaging personality, a trait that is vital when interfacing with the seniors and fostering a welcoming and positive environment at the Senior Center. Ms. Wiley is also bilingual.

Recommendation(s): Appoint Margaret Wiley to the Clerk position at the Senior Citizen Center

Attachment/Document(s): Civil Service Application, Resume, Letters of Recommendation and Job Description

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Clerk (POSITION TITLE) _____ (EXAM NUMBER)

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT. USE ONLY

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

2. Name and Legal Residence

Wiley (Last Name) Margaret (First Name) (Middle Initial)

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

Schdy (County) Schdy (City, Town, Village) N.Y. (State) 12304 (Zip)

Home Phone Number _____ Cell Phon [redacted]

Email Address: _____

If mailing address is different:

_____ (Street Address or Road) R.D. # or P.O. Box #

_____ (County) (City, Town, Village) (State) (Zip)

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

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

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

	Name	Years	Months
State of:	Schdy	[redacted]	
County of:	Schdy		
Village of:	Schdy		
Town of:	Schdy		
City of:	Schdy		
School District	Schdy		

5.Citizenship

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

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

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

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

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

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

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

License #:	[redacted]
Restrictions:	
Expiration Date:	
Endorsements:	
Class of License:	
Is this License Currently Valid	**YES** ☐ **NO** ☐

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

	YES	NO
Have you ever served in the Armed Forces of the United States? *(The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes).*		✓
Did you serve in the Armed Forces during any of the following periods:		
February 28, 1961 – May 7, 1975		
August 2, 1990 – end of hostilities		
*Lebanon: June 1, 1983 – December 1, 1987		
*Granada: October 23, 1983 – November 21, 1983		
*Panama: December 20, 1989 – January 31, 1990		
**Credit for Lebanon, Grenada and Panama is limited to those who received the Armed Forces Expeditionary Medal, the Navy Expeditionary Medal, or the Marine Corps Expeditionary Medal.*		
Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?		
Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs? This disability must have been incurred during a Time of War period listed above.		
After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		
Are you currently a resident of New York State?		

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

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

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

REMARKS:_____

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

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

High School		
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☑	NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	[redacted]	
Equivalency Diploma Number:		

College, University, Professional or Technical School

Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received

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

Length of Employment
From: [redacted]
To:
Month/Year (mm/yyyy)

Employment Details
Your Exact Title: Office Manager
Name of Your Supervisor: Pat Cherko
Supervisor's Title: Owner
Hours worked / wk. (exclusive of overtime): 40hrs/week
Reason for Leaving:

Firm Name: Pat Cherko + Associates LLC
Firm Address: 3166 N Thompson St Schdy, NY.

Description of Duties:
Answering calls, filing, recording all documentations
ordering parts, tracking
Processing payroll + workers comp.
Preparing workers comp audits + submitting
updating all info in quickbooks
Managing six rental properties
Invoicing, receiving + processing payment
request plumbing permits
Bank deposit

Length of Employment
From: [redacted]
To:
Month/Year (mm/yyyy)

Employment Details
Your Exact Title: Material Manager
Name of Your Supervisor: Patricia Songco
Supervisor's Title: Project Coordinator
Hours worked / wk. (exclusive of overtime): 40hrs week
Reason for Leaving: Pandemic

Firm Name: Modern Domains
Firm Address: 308 Mohawk Ave, Schdy, NY.

Description of Duties:
Recording attendance
Requesting quotes from subcontractors and vendors
Contacting subcontractor + vendors daily
Generate a list of parts from contracts + drawings
ordering + tracking parts
schedule delivery
Account receivables
Answering calls
research on internet
updating + creating documents for office use

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

Length of Employment		Firm Name:	Pollard Disposal
From: [redacted]		Firm Address:	192 Main St Altamont, NY.
To:	mm/yyyy)	Description of Duties:	
	mm/yyyy)	Registering new customers addressed complaints concerning billing + service Processed payments + used Quickbooks to record update customer accounts	
Employment Details			
Your Exact Title	Admin Assist		
Name of Your Supervisor	Wendy Pollard		
Supervisor's Title	Owner		
Hours worked / wk. (exclusive of overtime)	40hrs wk		
Reason for Leaving	Business sold		

Length of Employment		Firm Name:	Industrial Handling Service In
From: [redacted]		Firm Address:	209 Alplaus Ave, Alplaus, NY
To:	yyyy)	Description of Duties:	
Month/Year (mm/yyyy)		Typing Proposal, quotes, monthly and ~~insp~~ annual inspection Reports Updating job log, Status Sheet, telephone directory, Vehicle repairs, rental equipment, hotel reservation logs ordering parts for jobs, ordering office supplies and tracking Answer phones filing Entering bills into Quickbook	
Employment Details			
Your Exact Title	Admin Assist		
Name of Your Supervisor	Jan Zepf		
Supervisor's Title	Office Manager		
Hours worked / wk. (exclusive of overtime)	40 hrs wk		
Reason for Leaving	Down size		

THIS AFFIRMATION MUST BE COMPLETED

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

Margaret Wiley — Signature of Applicant

Margaret Wiley — Print Name

8/8/24 — Date

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

NOTICE
(As of May 28, 2024)

POSITION OPENING

In accordance with the Agreement between the Town of Rotterdam and the Town of Rotterdam Unit of the Schenectady County Chapter of the CSEA, Inc., the following position is open:

Clerk
Compensation

Title		Salary Range
Clerk	*(2023)	$40,710.75-$45,120.53

**The Town is currently negotiating a cost-of-living increase for 2024 which will eventually be applied to the 2023 salary range above and any increase will be paid retroactively to all wages earned in 2024 prior to reaching an agreement.*

The above title is classified as a competitive position and does require a competitive examination under Civil Service Law.
***THIS POSITION HAS AN ESTABLISHED CIVIL SERVICE LIST WHICH MUST BE EXHAUSTED PRIOR TO SOLICITING CANDIDATES NOT ON THE CURRENT LIST. ***

Location:
Town of Rotterdam Senior Center
Qualifications:
See attached Civil Service Job Description.

Permanent appointment to positions in Schenectady County is contingent upon the successful completion of a criminal background check. All interested parties should complete and submit a standard Civil Service application form available on the Town's website at https://www.rotterdamny.org/whats-new/employment-opportunities. Application forms must be filed with the Town Supervisor's Office no later than close of business on **Tuesday, June 11, 2024**. Applications can be sent via USPS to Town of Rotterdam, Supervisor's Office, 1100 Sunrise Boulevard, Schenectady, New York 12306 or by email to Supervisor@rotterdamny.org.

The Town of Rotterdam is an Equal Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin or any other protected class or category.

cc: **Town Supervisor**
Town Board
Town Clerk
Comptroller
CSEA President
All Departments

Post this notice in all Town Buildings and Departments

CLERK

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for independently performing routine clerical work and/or assisting in performing more difficult and responsible clerical work. Employees must exercise independent judgment in applying detailed instructions to assignments. This position may be responsible for utilizing a micro-computer, remote computer terminal or similar computer equipment in the performance of daily work related tasks. Direct supervision is received from a higher level clerical or administrative staff with detailed instructions given for new or difficult assignments. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES:

- Sorts, indexes and files mail, bills, requisitions, ledger cards and other material;
- Pulls material from files, makes simple file searches and maintains a variety of records;
- Issues and records applications, licenses, permits, etc.;
- Answers telephone and gives out routine information or relieves at switchboard;
- Maintains attendance and payroll records;
- May operate a calculator, computer equipment or other office equipment in the performance of daily work related tasks;
- Makes entries on control cards or other records from original sources;
- Makes arithmetical computations and compiles simple statistical reports;
- Performs a variety of related tasks as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Working knowledge of office terminology, procedures and equipment; working knowledge of business arithmetic and English; ability to understand and follow oral and written instructions; ability to write legibly.

MINIMUM QUALIFICATIONS:

(A) Graduation from high school or possession of a high school equivalency diploma; OR

(B) One year of clerical experience.

NOTE: The essential functions of this job are determined by the department/jurisdiction where the job is located.

SPECIAL REQUIREMENT WHEN ASSIGNED TO THE COUNTY CLERK'S OFFICE: Employment is contingent upon citizenship verification and a criminal background check sufficient for issuance of Enhanced Drivers Licences (EDL's) or identification cards.

Revised
CSC 08/11/92
06/14/94
08/09/11
11/13/18

JC: Competitive, Non-Competitive – P/T Only

RESOLUTION NO. 295.24

ADOPTION OF THE 2024 ADJUSTED BASE PROPORTIONS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The attached certificates of base percentages, current percentages, and base proportion certificate of adjusted base proportions for the levy of taxes on the 2024 Assessment Roll, are hereby approved by the Town Board of the Town of Rotterdam, in accordance with Article 19 of the Real Property Tax Law of the State of New York.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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: July 12, 2024

TO: Town Board

FROM: Brad Canning, Assessor

TITLE OF LEGISLATIVE REQUEST: Adoption of the 2024 Adjusted Base Proportions

TO BE PLACED ON TOWN BOARD AGENDA OF: August 14, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: August 14, 2024

Background Information: Each year, in which a municipality has adopted the homestead tax option, the town must make annual adjustments based on property value that is added to or removed from the assessment roll. The calculation of the two (2) tax rate percentages are then utilized to determine the residential tax rate and the commercial tax rate.

Evaluation/Analysis: Based on our analysis, the calculated base proportions are correct and have been reviewed and approved by the NYS Department of Real Property Tax Services.

Recommendation(s): Approval

Attachment/Document(s): Worksheet and The Homestead Tax Option Q&A.

Compliance with Purchasing Policy: n/a

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

LEGISLATION WILL BE PREPARED BY: Town Attorney. Adopted worksheet needs to be signed and dated by the Town Clerk. Signed worksheet will then be forwarded to NYS ORPTS by Assessor

Q. What type of property qualifies as residential class property under the homestead tax option?

A. One-, two-, and three-family residential units; farm homes; mobile homes that are owner-occupied and separately assessed, and condominiums that were built as condominiums and not converted from some other form, such as rental apartments, qualify as residential property.

Also qualifying for the residential class are vacant land parcels not larger than 10 acres that are located in zones that restrict residential use to one-, two-, or three-family residential dwellings.

Q. I understand how the homestead tax option could work in my town, but how would it work in my school district?

A. School districts that are wholly contained within the boundaries of a city or town that has the homestead tax must use the homestead tax unless they opt out of the program by passing a resolution.

There is a special requirement for school districts located in more than one city or town that want to use homestead and non homestead school tax rates. That requirement is that one-fifth or more of the properties in the school district must be located in cities or towns that use the homestead tax option.

In addition, for school districts that are in more than one city or town, the determination of class shares will be based on current market value, with adjustments at the discretion of the school district within limitations set by law.

Q. How many places are using the homestead tax option?

A. At the time this pamphlet was revised, 12 cities, 17 towns, four villages and 43 school districts were using the homestead option. For more information, please visit municipal profiles on our website.

Q. In addition to adopting the homestead tax option, can "approved assessing units" also phase-in the results of the revaluation?

A. Yes. By passing a local law, approved assessing units can phase in the new revaluation assessments over a five-year period.

This option sounds simple. In reality, however, most assessment officials believe it would be extremely difficult to administer. Maybe that is why no municipality to date has decided to use the transition-assessment option.

Q. Can a municipality that has adopted the homestead tax option revoke it later?

A. Yes, simply by adopting a local law, without referendum, to rescind it before the next levy of taxes.

STATE OF NEW YORK
Andrew M. Cuomo, Governor

NYS Department of Taxation and Finance
Office of Real Property Tax Services
W.A. Harriman State Campus
Albany, NY 12227
Phone: 518-591-5232
www.tax.ny.gov

The Homestead Tax Option

(Article 19 – Section 1903 of the RPTL)



New York State Department of
Taxation and Finance

Office of Real Property Tax Services

Publication 1023 (9/11) *January 2011*

In a number of places in New York State, assessments of residential property frequently have been at a lower percentage of market (full) value than other types of property, such as commercial and industrial property. When a town or city with this situation decided to conduct a property revaluation to achieve correct and fair assessments, the residential properties, as a class, would bear a much larger share of the tax burden. This discouraged other municipalities with similar situations from conducting their own property revaluations. As a result of the concern for tax-burden shifts to homeowners, a State law was passed in 1981 establishing the Homestead Tax Option.

This local option prevents any large shift of the property tax burden to the residential class of property owners after a revaluation. In a revaluation, changes a remade to individual property assessments so that they are correct and uniform -- as the law requires. These changes result in increases to some individual residential property owners whose properties were under assessed before the revaluation. However, the homestead tax option prevents any large shift to the residential class of properties.



Q. What is the homestead tax option?

A. It is a local option to establish two separate property tax rates: a lower tax rate for residential property owners (homestead tax), and a higher rate for all other property owners (non-homestead tax).

Q. Is this program mandated by New York State?

A. No. It is a local-option program

Q. Is the homestead tax option available everywhere in the State?

A. No. It is available only to qualifying cities, towns, villages, counties, and school districts. It is not available in New York City, or in Nassau County except for villages and, for certain purposes, the cities.

Q. How does a municipality qualify to use the homestead tax option?

A. A city, town or village that is an assessing unit first must complete a property revaluation project that meets the State Board's regulations. That entitles the assessing unit to be certified by the State Board as an "approved assessing unit." Then the local governing body of the assessing unit can adopt a local law stating its intent to use a homestead tax and a non-homestead tax.

Q. How does the homestead tax option work?

A. The homestead tax is based on the share of property taxes paid by the residential class of property owners in the year before the new assessments from the revaluation project are used.

For example, assume that residential properties paid 40 percent of all town taxes in the Town of Smith in 1989 (the year before the revaluation project). Now, in 1990, as a result of the revaluation, the residential class represents 50 percent of the town's total taxes. As an "approved assessing unit" that has opted to use the "homestead tax option," the Town of Smith can "freeze" the residential class share of town taxes at the previous 40 percent. Thus, the town will have two tax rates: one for the residential class and another for all other property classes, such as commercial property and industrial property. The difference is that the tax rate for the residential class will be lower than the tax rate for all other property classes. For example, the town tax rate for the residential class might be something like $25 for each $1,000 of assessed valuation, while the tax rate for the nonresidential class might be $30 for each $1,000 of assessed valuation.

Q. Once the percentage shares are determined (in our example, 40 percent for residential property and 60 percent for non-residential property), do they remain that way forever?

A. No. They can change based on the following adjustments:

1. Using the example for the Town of Smith, the town would have the option of adjusting the residential share at various points between 40 and 50 percent.
2. The municipality must make annual adjustments based on property that is added to the assessment roll and property that is removed.
3. The municipality must make annual adjustments for different rates of appreciation in the two classes of property based on the changes in the current market value of the classes, subject to a 5 percent cap.

NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES
W.A. HERRIMAN CAMPUS, ALBANY, NY 12227

08/06/24

CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL
FOR THE 2024 ASSESSMENT ROLL

Approved Assessing Unit: Town of Rotterdam 422800
Name of Portion: Schalmont School District 422801
Reference Roll: 2023
Levy Roll: 2024

CERTIFICATION

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

_____
signature

_____
title

_____
date

DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANTITIY CHANGES, EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR

Section I

Class	(A) Total Assessed Value on the Reference Roll (Excluding Roll Section 5)	(B) Total Assessed Value of Physical and Quantity Increases between the Reference Roll and Levy Roll	(C) Total Assessed Value of Physical and Quantity Decreases between the Reference Roll and Levy Roll	(D) Net Assessed Value of Physical and Quantity Changes **(B-C)**	(E) Surviving Total Assessed Value on the Reference Roll **(A-C)**
Homestead	735,715,127	4,843,200	65,800	4,777,400	735,649,327
Nonhomestead	306,733,511	1,763,700	11,204,800	-9,441,100	295,528,711

Class	(F) Total Assessed Value of Equalization Increases between the Reference Roll and Levy Roll	(G) Total Assessed Value of Equalization Decreases between the Reference Roll and Levy Roll	(H) Net Equalization Changes **(F-G)**	(I) Change in Level of Assessment Factor **(H/E)+1**
Homestead	1,700,800	1,652,800	48,000	1.00007
Nonhomestead	538,500	3,647,300	-3,108,800	0.98948

COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR

Section II

Class	(J) Taxable Assessed Value on the Levy Roll (Excluding Roll Sec. 5)	(K) Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment **(J/I)**	(L) Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt	(M) Total Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment **(K+L)**	(N) Taxable Assessed Value on the Reference Roll	(O) Class Adjustment Factor **(M/N)**
Homestead	725,708,826	725,661,478	0	725,661,478	720,640,840	1.00697
Nonhomestead	304,082,138	307,314,922	24,593,971	331,908,893	327,618,831	1.01309

COMPUTATION OF ADJUSTED BASE PROPORTIONS

Section III

Class	(P) Current Base Proportions	(Q) Current Base Proportions adjusted for Physical and Quantity Changes **(P*O)**	(R) Adjusted Base Proportions **(Q/sum of Q)**
Homestead	58.77718	59.1867	58.63010
Nonhomestead	41.22282	41.7626	41.36990
Total	100.00000	100.9493	100.00000

NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES
W.A. HERRIMAN CAMPUS, ALBANY, NY 12227

08/14/24

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND
CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE
LEVY OF TAXES ON THE 2024 ASSESSMENT ROLL

Approved Assessing Unit Name of Portion: 422800 Town of Rotterdam

DETERMINATION OF BASE PERCENTAGES

Section I

Class	(A) 2007 Taxable Assessed Value	(B) 1989 Class Equalization Rate	(C) Estimated Market Value A/(B/100)	(D) 2008 Factor Used	(E) Adjusted Market Value (C*D)	(F) Base Percentages (E/sum of E)
Homestead	1,726,941,384	100.00	1,726,941,384	1.0074	1,739,720,750	73.4096
Nonhomestead	656,144,708	100.00	656,144,708	0.9604	630,161,378	26.5904
Total	2,383,086,092		2,383,086,092		2,369,882,128	100.0000

DETERMINATION OF CURRENT PERCENTAGES

Section II

Class	(G) 2023 Taxable Assessed Value	(H) 2023 Class Equalization Rate	(I) Estimated Market Value G/(H/100)	(J) Current Percentages (I/sum of I)
Homestead	1,909,143,130	76.00	2,512,030,434	77.13535
Nonhomestead	565,912,786	76.00	744,622,087	22.86465
Total	2,475,055,916		3,256,652,521	100.00000

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III

Class	(K) Local Base Proportion for the 2008 Assessment Roll	(L) Updated Local Base Proportion K*(J/F)	(M) Prospective Current Base Proportion Column (J) Prorated to 100.00 (L/sum of L)	(N) Adusted Base Proportion used for Prior Tax Levy	(O) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion ((M/N)-1*100)	(P) Maximum Current Base Proportion (N*1.05)	(Q) Current Base Proportions for 2022 Roll
Homestead	62.4376	65.6065	67.0098	66.57405	0.65		67.0098
Nonhomestead	37.5624	32.2993	32.9902	33.42595	-1.30		32.9902
Total	100.0000	97.9058	100.0000	100.0000			100.0000

CERTIFICATION

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

_____
signature

_____
title

_____
date

NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES
W.A. HERRIMAN CAMPUS, ALBANY, NY 12227

08/14/24

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND
CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE
LEVY OF TAXES ON THE 2024 ASSESSMENT ROLL

Approved Assessing Unit 422801
Name of Portion Schalmont SD

DETERMINATION OF BASE PERCENTAGES

Section I

Class	(A) 2007 Taxable Assessed Value	(B) 2007 Class Equalization Rate	(C) Estimated Market Value A/(B/100)	(D) 2008 Adjustment Factor Used	(E) Adjusted Market Value (C*D)	(F) Base Percentages (E/sum of E)
Homestead	669,119,900	100.00	669,119,900	1.0091	675,208,891	61.39661
Nonhomestead	451,446,728	100.00	451,446,728	0.9404	424,540,503	38.60339
Total	1,120,566,628		1,120,566,628		1,099,749,394	100.00000

DETERMINATION OF CURRENT PERCENTAGES

Section II

Class	(G) 2023 Taxable Assessed Value	(H) 2022 Class Equalization Rate	(I) Estimated Market Value G/(H/100)	(J) Current Percentages (I/sum of I)
Homestead	720,640,840	76.00	948,211,632	68.74641
Nonhomestead	327,618,831	76.00	431,077,409	31.25359
Total	1,048,259,671		1,379,289,041	100.00000

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III

Class	(K) Local Base Proportion for the 2008 Assessment Roll	(L) Updated Local Base Proportion K*(J/F)	(M) Prospective Current Base Proportion Column (L) Prorated to 100.00 (L/sum of L)	(N) Adusted Base Proportion used for Prior Tax Levy	(O) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion ((M/N)-1*100)	(P) Maximum Current Base Proportion (N*1.05)	(Q) Current Base Proportions for 2021 Roll
Homestead	50.76210	56.83883	58.77718	57.21344	2.73		58.77718
Nonhomestead	49.23790	39.86338	41.22282	42.78656	-3.65		41.22282
Total	100.00000	96.70221	100.00000	100.00000			100.00000

CERTIFICATION

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

_____
signature

_____
title

_____
date

NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES
W.A. HERRIMAN CAMPUS, ALBANY, NY 12227

08/14/24

CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL
FOR THE 2024 ASSESSMENT ROLL

Approved Assessing Unit: Town of Rotterdam 422800
Name of Portion: Town of Rotterdam 422800
Reference Roll: 2023
Levy Roll: 2024

DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANTITIY CHANGES, EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR

Section I

Class	(A) Total Assessed Value on the Reference Roll 2023	(B) Total Assessed Value of Physical and Quantity Increases between the Reference Roll and Levy Roll	(C) Total Assessed Value of Physical and Quantity Decreases between the Reference Roll and Levy Roll	(D) Net Assessed Value of Physical and Quantity Changes (B-C)	(E) Surviving Total Assessed Value on the Reference Roll (A-C)
Homestead	1,997,618,016	11,440,700	459,200	10,981,500	1,997,158,816
Nonhomestead	562,223,274	2,819,000	12,689,300	-9,870,300	549,533,974

Class	(F) Total Assessed Value of Equalization Increases between the Reference Roll and Levy Roll	(G) Total Assessed Value of Equalization Decreases between the Reference Roll and Levy Roll	(H) Net Equalization Changes (F-G)	(I) Change in Level of Assessment Factor (H/E)+1
Homestead	6,448,378	5,165,700	1,282,678	1.00064
Nonhomestead	1,142,122	4,426,700	-3,284,578	0.99402

COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR

Section II

Class	(J) Taxable Assessed Value on the Levy Roll (Excluding Roll Sec. 5)	(K) Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (J/I)	(L) Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt	(M) Total Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (K+L)	(N) Taxable Assessed Value on the Reference Roll	(O) Class Adjustment Factor (M/N)
Homestead	1,918,810,639	1,917,579,071	0	1,917,579,071	1,909,143,130	1.00442
Nonhomestead	520,771,826	523,903,208	56,367,336	580,270,544	565,912,786	1.02537

COMPUTATION OF ADJUSTED BASE PROPORTIONS

Section III

Class	(P) Current Base Proportions	(Q) Current Base Proportions adjusted for Physical and Quantity Changes (P*O)	(R) Adjusted Base Proportions (Q/sum of Q)
Homestead	67.00984	67.30594	66.55184
Nonhomestead	32.99016	33.82715	33.44816
Total	100.00000	101.13309	100.00000

CERTIFICATION

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

_____
signature

_____
title

_____
date

RESOLUTION NO. 296.24

TO AUTHORIZE CHANGE ORDER NO. 4 WITH EMPIRE ELECTRIC NY LLC FOR THE ROTTERDAM TOWN HALL RENOVATIONS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Change Order No. 4 with Empire Electric NY LLC, located at PO Box 13082, Albany, New York 12212, for the Rotterdam Town Hall Renovations, Contract 3 – Electrical Construction, to disconnect and reconnect (2) roof hatches in coordination of the General Contractors roof replacement work on the upper roof, for a cost increase of four hundred ninety three and 28/100 ($493.28) dollars, for a new contract sum totaling one hundred eighteen thousand, three hundred forty and 89/100 ($118,340.89) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	August 6, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Town Hall Renovations-Change Order #4, Empire Electric NY, LLC
TOWN BOARD MEETING:	August 14, 2024
Background Information:	Empire Electric NY, LLC is the Contractor for the Rotterdam Town Hall Renovations.
Evaluation/Analysis:	Barton & Loguidice has submitted a change order for Empire Electric NY, LLC for the Rotterdam Town Hall Renovations. The change order #4 is to disconnect and reconnect (2) roof hatches in coordination of the General Contractors roof replacement work on the upper roof.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Empire Electric NY, LLC in an amount not to exceed $493.28.
Attachment/Document(s):	Barton & Loguidice Change Orders dated August 5, 2024.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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Change Order

PROJECT: *(Name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306
B&L Project Number: 904.055.001

CONTRACT INFORMATION:
Contract For: Contract No. 3 - Electrical Construction

Date: 11/28/2023

CHANGE ORDER INFORMATION:
Change Order Number: EC CO 004

Date: 08/05/2024

OWNER: *(Name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(Name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(Name and address)*
Empire Electric NY LLC
PO Box 13082
Albany, NY 12212

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This Change Order is to disconnect and reconnect (2) roof hatches in coordination of the General Contractors roof replacement work on the upper roof.

The original Contract Sum was	$	115,300.00
The net change by previously authorized Change Orders	$	2,547.61
The Contract Sum prior to this Change Order was	$	117,847.61
The Contract Sum will be increased by this Change Order in the amount of	$	493.28
The new Contract Sum including this Change Order will be	$	118,340.89

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 10/28/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Barton & Loguidice	Empire Electric NY LLC	Town of Rotterdam
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
John D Conley	Michael Winkler	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Josh Conley, Project Architect	Michael Winkler VP	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
08/06/2024	8/5/2024	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA4D)



EMPIRE ELECTRIC
NEW YORK LLC

8/5/2024							
Joshua D. Conley							
Project Architect							
Barton & Loguidice							
EENY#7 Roof Hatch Disconnect/Reconnect							
Materials			1			$ 1.00	
Labor		Hrs:	4			$ 402.48	
Travel			15			$ 15.00	
Quote			0			$ -	
Sub-Total						*$ 418.48*	
15% Markup			0.15			$ 62.77	
Bond			2.50%			$ 12.03	
Total						**$ 493.28**	
Best Regards							
Michael Winkler							
mwinkler@empireelectricny.com							

Job ID: JOB-0251
Project: ROTTERDAM TOWN HALL RENOVATIONS

Bid Brief Form Report

5 Aug 2024 12:45:50

Tax Rate status: Default **Bid Name:** EENY#7 EC RFP 004 DISCONNECT/ **Bid Template:** BASIC (EXPANDED O&P)

Description	Amount	Subtotal
Material		
Estimated Material	1.00	
Material Adjustment	0.00	
Material Total:		1.00
Labor		
Direct Labor Hours	4.00	
Labor Dollars	402.46	
Indirect Labor	0.00	
Labor Escalation	0.00	
Labor Adjustments	0.00	
Labor Total:		402.46
Quotes		
Quote Adjustments	0.00	
Quotes Total:		0.00
SubContracts		
SubContract Adjustments	0.00	
SubContracts Total:		0.00
Direct Job Costs		
Estimated DJC	15.00	
DJC Adjustments	0.00	
Direct Job Costs Total:		15.00
Taxes		
Material Tax (0.0000%)	0.00	
Quote Tax (0.0000%)	0.00	
Labor Tax (0.0000%)	0.00	
Equipment Tax (0.0000%)	0.00	
SubContract Tax (0.0000%)	0.00	
Taxes Total:		0.00
Pre-Overhead and Profit Subtotal:		*418.46*
Overhead		
Material Overhead (15.00% markup)	0.15	
Quotes Overhead (15.00% markup)	0.00	
Labor Overhead (15.00% markup)	60.37	
Equipment Overhead (15.00% markup)	0.00	
SubContracts Overhead (15.00% markup)	0.00	
DJC Overhead (15.00% markup)	2.25	
Overhead Total:		62.77

Profit		
Material Profit (0.00% markup)	0.00	
Quotes Profit (0.00% markup)	0.00	
Labor Profit (0.00% markup)	0.00	
Equipment Profit (0.00% markup)	0.00	
SubContracts Profit (0.00% markup)	0.00	
DJC Profit (0.00% markup)	0.00	
Profit Total:		0.00
Miscellaneous		
Job Tax (0.00%)	0.00	
Bond (2.56%)	12.34	
Miscellaneous Total:		12.34
	Bid Total:	493.57

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Proposal Request

PROJECT: *(name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306

CONTRACT INFORMATION:
Contract For: Contract No. 3 - Electrical Construction

Date: 11/28/2023

Architect's Project Number: 904.055.001
Proposal Request Number: EC RFP 004

Proposal Request Date: 08/05/2024

OWNER: *(name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(name and address)*
Empire Electric NY LLC
PO Box 13082
Albany, NY 12212

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)
Provide a cost proposal to disconnect (2) roof hatches, and reconnect (2) roof hatches once the General Contractors roof replacement work is completed.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Joshua D. Conley, RA

Senior Project Architect
PRINTED NAME AND TITLE

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User Notes: (3B9ADA4E)

RESOLUTION NO. 297.24

TO AUTHORIZE CHANGE ORDER NO. 9 WITH BUNKOFF GENERAL CONTRACTORS INC. FOR THE ROTTERDAM TOWN HALL RENOVATIONS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Change Order No. 9 with Bunkoff General Contractors Inc, located at 790 Watervliet Shaker Road, Latham, NY 12110, for the Rotterdam Town Hall Renovations, Contract 1 – General Construction, for the additional plates and welding required to install the roof railing system, for a cost increase of $1,983.00, for a new contract sum totaling one million, one hundred seventy three thousand, four hundred ninety one and 00/100 ($1,173,491.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	June 12, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Change Order #9, Bunkoff General Contractors, Inc.
TOWN BOARD MEETING:	July 10, 2024
Background Information:	Bunkoff General Contractors Inc. is the General Contractor for the Rotterdam Town Hall Renovations.
Evaluation/Analysis:	Barton & Loguidice has submitted a change order for Bunkoff General Contractors, Inc. for the Rotterdam Town Hall Renovations. Change order #9 is for additional plates and welding required to install the roof railing system.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Bunkoff General Contractors, Inc. in amount not to exceed $5,048.00 for Change order #9 for $1,983.00.
Attachment/Document(s):	Barton & Loguidice Change Orders dated June 7, 2024.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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Change Order

PROJECT: *(Name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306
B&L Project Number: 904.055.001

CONTRACT INFORMATION:
Contract For: Contract No. 1 - General Construction

Date: 11/28/2023

CHANGE ORDER INFORMATION:
Change Order Number: GC CO 009

Date: 06/07/2024

OWNER: *(Name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(Name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(Name and address)*
Bunkoff General Contractors, Inc.
790 Watervliet Shaker Rd.
Latham, NY 12110

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This Change Order is associated with additional plates and welding requried to install the roof railing system.

The original Contract Sum was	$	1,128,000.00
The net change by previously authorized Change Orders	$	43,508.00
The Contract Sum prior to this Change Order was	$	1,171,508.00
The Contract Sum will be increased by this Change Order in the amount of	$	1983.00
The new Contract Sum including this Change Order will be	$	1,173,491.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 10/28/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Barton & Loguidice	Bunkoff General Contractors, Inc.	Town of Rotterdam
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Josh Conley - Project Architect	Nathan Bunkoff, President	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
06/11/2024	6/11/24	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA45)

BUNKOFF GENERAL CONTRACTORS, INC.
790 WATERVLIET-SHAKER ROAD
LATHAM, NEW YORK 12110
518-786-8666 - FAX 518-786-0896

CHANGE ORDER
REQUEST NO: 015

DATE: 6/6/24

JOB: **Rotterdam Town Hall Building Renovations**

BUNKOFF JOB NO.: 711

To: Barton & Loguidice, D.P.C
10 Airline Drive, Suite 200
Albany, NY 12205

Attn: Joshua D. Conley, RA

Additional plates & welds at Roof Rail locations per Weldstream quote dated 5/15/24.

TOTAL CHANGE: $ 1,983.00

Work regarding this change will not begin until approval is received in writing. Quote is valid for 15 days unless noted otherwise. Only the specific work noted herein is included. This Change is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

Schedule Impact: TBD

cc:

The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract.

CHANGES APPROVED

_____
Firm Name

REQUEST NO: 015

_____
Title

_____
Date

By Nathan Bunkoff
Nathan Bunkoff, President

BUNKOFF GENERAL CONTRACTORS, INC

CHANGE ORDER SUMMARY BGC701

PROJECT: Rotterdam Town Hall Building Reno. BGC JOB #: 711 BGC CHANGE REQ #: 15

DESCRIPTION: Material & Labor due to field conditions - plates & welding at Roof Rails

Part A: Labor (includes all required fringes, insurance, taxes, etc.) As detailed in BGC702

Class	Hours from BGC702	Cost per Hour	Total Labor Costs
Carpenter	0	$77.66	$0.00
Mason	0	$83.86	$0.00
Ironworker	0	$87.37	$0.00
Carpenter Foreman	0	$89.66	$0.00
Laborer	0	$79.37	$0.00
Painter / Taper	0	$69.18	$0.00

Labor Cost	$0.00
Overhead @ 10%	$0.00
Subtotal	$0.00
Profit @ 10%	$0.00
TOTAL FOR PART A:	$0.00

Part B: Miscellaneous Costs, as detailed in BGC702=====>

Miscellaneous Cost	$0.00
Overhead @ 10%	$0.00
Subtotal	$0.00
Profit @ 10%	$0.00
TOTAL FOR PART B:	$0.00

Part C: Material, as detailed in BGC703==========>

Material Cost	$0.00
Overhead @ 10%	$0.00
Subtotal	$0.00
Profit @ 10%	$0.00
TOTAL FOR PART C:	$0.00

Part D: Equipment, as detailed in BGC703==========>

Equipment Cost	$0.00
Overhead @ 10%	$0.00
Subtotal	$0.00
Profit @ 10%	$0.00
TOTAL FOR PART D:	$0.00

Part E: Subcontractor Quotes

Weldstream	$1,750.00
Subcontractors Cost	$1,750.00
Profit @ 10%	$175.00
TOTAL FOR PART E:	$1,925.00

DAYS DELAYED tbd

SUBTOTAL	$1,925.00
3% bonds and insurance	$57.75
TOTAL FOR THIS CHANGE:	$1,982.75

June 6, 2024

Project Manager - Jenniffer Wright — Date

This Change in Condition is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

WeldStream, LLC
Fabrication and Piping Solutions
Ph: 518.225.4127
Email: Matt@weldstreamfab.com

ATTN: Estimating 5/15/2024
RE: Additional costs due to field conditions
Rotterdam Town Hall

We are pleased to provide you with a cost for the following additional work-

There is additional labor and materials due to field conditions on the roof. This is for the installation of 3 plates. 4 plates are required, but 1 is already covered under the original work due to a WT not being needed. Please see the pricing breakdown below.

Materials - $250
Shop Labor – $500
Field Labor - $1000

Price - $1750

Due to volatile material pricing, some materials may have to be repriced at the time of order or release. Price provided is good for 14 days.

Standard Exclusions: Engineering, design, PE stamp, calculations, surveying, permits, testing, demolition, AISC certification, gauge material, liquidated damages, layout cut and patch for other trades, temp shoring & rails, fasteners for other trades, grout, blocking for rails, paint systems, anodizing, galvanizing, decking, taxes, all unless noted otherwise.

WELDSTREAM IS A NEW YORK STATE CERTIFIED SDVOB

RESOLUTION NO. 298.24

TO AUTHORIZE CHANGE ORDER NO. 10 WITH BUNKOFF GENERAL CONTRACTORS INC. FOR THE ROTTERDAM TOWN HALL RENOVATIONS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Change Order No. 10 with Bunkoff General Contractors Inc, located at 790 Watervliet Shaker Road, Latham, NY 12110, for the Rotterdam Town Hall Renovations, Contract 1 – General Construction, for the additional plates and welding required to install the roof railing system, for a cost increase of $2,300.00, for a new contract sum totaling one million, one hundred seventy five thousand, seven hundred ninety one and 00/100 ($1,175,791.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	July 29, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Change Order #10, Bunkoff General Contractors, Inc.
TOWN BOARD MEETING:	August 14, 2024
Background Information:	Bunkoff General Contractors Inc. is the General Contractor for the Rotterdam Town Hall Renovations.
Evaluation/Analysis:	Barton & Loguidice has submitted a change order for Bunkoff General Contractors, Inc. for the Rotterdam Town Hall Renovations. Change order #10 is for painting the exterior gas line, painting signage and labor credit for two metal canopies
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Bunkoff General Contractors, Inc. in amount not to exceed $2,300.00 for Change order #10 for $1,983.00.
Attachment/Document(s):	Barton & Loguidice Change Order dated July 29, 2024.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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Change Order

PROJECT: *(Name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306
B&L Project Number: 904.055.001

CONTRACT INFORMATION:
Contract For: Contract No. 1 - General Construction

Date: 11/28/2023

CHANGE ORDER INFORMATION:
Change Order Number: GC CO 010

Date: 07/29/2024

OWNER: *(Name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(Name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(Name and address)*
Bunkoff General Contractors, Inc.
790 Watervliet Shaker Rd.
Latham, NY 12110

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This Change Order is associated with painting the exterior gas line, paiting signage, and labor credit for two metal canopies.

The original Contract Sum was	$	1,128,000.00
The net change by previously authorized Change Orders	$	45,491.00
The Contract Sum prior to this Change Order was	$	1,173,491.00
The Contract Sum will be increased by this Change Order in the amount of	$	2,300.00
The new Contract Sum including this Change Order will be	$	1,175,791.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 10/28/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Barton & Loguidice	Bunkoff General Contractors, Inc.	Town of Rotterdam
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Josh Conley - Project Architect	Nathan Bunkoff, President	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
07/29/2024	07/29/2024	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA47)

BUNKOFF GENERAL CONTRACTORS, INC.
790 WATERVLIET-SHAKER ROAD
LATHAM, NEW YORK 12110
518-786-8666 - FAX 518-786-0896

CHANGE ORDER
REQUEST NO: 017

DATE: 7/2/24

JOB: **Rotterdam Town Hall Building Renovations**

BUNKOFF JOB NO.: 711

To: Barton & Loguidice, D.P.C
10 Airline Drive, Suite 200
Albany, NY 12205

Attn: Joshua D. Conley, RA

Prep, Prime and Paint Exterior gas line per RFP No. 11.

TOTAL CHANGE: $ 1,113.00

Work regarding this change will not begin until approval is received in writing. Quote is valid for 15 days unless noted otherwise. Only the specific work noted herein is included. This Change is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

Schedule Impact: TBD

cc:

The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract.

CHANGES APPROVED

_____
Firm Name

REQUEST NO: 017

_____
Title

_____
Date

By Nathan Bunkoff
Nathan Bunkoff, President

BUNKOFF GENERAL CONTRACTORS, INC

CHANGE ORDER SUMMARY BGC701

PROJECT: Rotterdam Town Hall Building Reno. BGC JOB #: 711 BGC CHANGE REQ #: 17

DESCRIPTION: Prepare existing gas line for new paint finish and paint

Part A: Labor (includes all required fringes, insurance, taxes, etc.) As detailed in BGC702

Class	Hours from BGC702	Cost per Hour	Total Labor Costs
Carpenter	0	$77.66	$0.00
Mason	0	$83.86	$0.00
Ironworker	0	$87.37	$0.00
Carpenter Foreman	0	$89.66	$0.00
Laborer	0	$79.37	$0.00
Painter / Taper	8	$69.18	$553.44
		Labor Cost	$553.44
		Overhead @ 10%	$55.34
		Subtotal	$608.78
		Profit @ 10%	$60.88
		TOTAL FOR PART A:	$669.66

Part B: Miscellaneous Costs, as detailed in BGC702=====>

Miscellaneous Cost	$75.00
Overhead @ 10%	$7.50
Subtotal	$82.50
Profit @ 10%	$8.25
TOTAL FOR PART B:	$90.75

Part C: Material, as detailed in BGC703==========>

Material Cost	$264.52
Overhead @ 10%	$26.45
Subtotal	$290.97
Profit @ 10%	$29.10
TOTAL FOR PART C:	$320.07

Part D: Equipment, as detailed in BGC703==========>

Equipment Cost	$0.00
Overhead @ 10%	$0.00
Subtotal	$0.00
Profit @ 10%	$0.00
TOTAL FOR PART D:	$0.00

Part E: Subcontractor Quotes

Subcontractors Cost	$0.00
Profit @ 10%	$0.00
TOTAL FOR PART E:	$0.00

DAYS DELAYED tbd

SUBTOTAL	$1,080.48
3% bonds and insurance	$32.41
TOTAL FOR THIS CHANGE:	$1,112.90

Project Manager - Jenniffer Wright

July 2, 2024
Date

This Change in Condition is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

BUNKOFF GENERAL CONTRACTORS, INC.

LABOR & MISC. TAKE-OFF SHEET BGC702

PROJECT: Rotterdam Town Hall Building Renc BGC JOB #: 711 BGC CHANGE #: 17

DESCRIPTION: Prepare existing gas line for new paint finish and paint

LABOR COSTS -- PART A --

	Description of Work	Carpenter	Mason	Ironworker	Carpenter Foreman	Laborer	Paint/Taper
1	Prep for Paint: Remove Rust						2
2	Paint/Primer gas line (x2 coats)						6
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
	Total Labor Hours:	0	0	0	0	0	8
		Oper C	Mason	Ironworker	Carpenter	Laborer	Paint/Taper

MISCELLANEOUS COSTS -- PART B --

	Take-Off		Labor Costs		Material Costs		Equipment Costs	
	Quantity	Unit	Unit Cost	Labor Costs	Unit Cost	Material Cost	Unit Cost	Equipment Costs
Layout				$0.00		$0.00		$0.00
Surveying				$0.00		$0.00		$0.00
Testing				$0.00		$0.00		$0.00
Mobilize Equipment				$0.00		$0.00		$0.00
Demobilize Equipment				$0.00		$0.00		$0.00
Pick Up & Deliver Materials	1	hr	$75	$75.00		$0.00		$0.00
Daily Cleaning				$0.00		$0.00		$0.00
Phone and Fax Usage				$0.00		$0.00		$0.00
Caulking				$0.00		$0.00		$0.00
Dust Partitions				$0.00		$0.00		$0.00
On-Site Material Handling				$0.00		$0.00		$0.00
As-Builts				$0.00		$0.00		$0.00
Additional Drwgs & Spec's				$0.00		$0.00		$0.00
Snow Removal				$0.00		$0.00		$0.00
Temporary Heat				$0.00		$0.00		$0.00
Haul Trash to Dumpster				$0.00		$0.00		$0.00
Dumpster Charges				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
Subtotals for Labor Material & Equipment:				$75.00		$0.00		$0.00
Total Costs:								$75.00

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BUNKOFF GENERAL CONTRACTORS, INC.

MATERIAL & EQUIPMENT TAKE-OFF SHEET BGC 703

PROJECT: tterdam Town Hall Building Rer BGC JOB #: 711 BGC CHANGE #: 17

DESCRIPTION: Prepare existing gas line for new paint finish and paint

MATERIAL COSTS -- PART C --

	Description of Work	Take-off		Material	
		Quantity	Unit	Unit Price	Material Cost
1	Oil Based Primer Grey Spray Paint (for metal)	12	cans	$9.98	$119.76
2	Oil Based Grey Spray Paint (for metal)	12	cans	$9.98	$119.76
3	Miscellenaous paint, plastic, etc to protect surrounding	1	ls	$25.00	$25.00
4					$0.00
5					$0.00
6					$0.00
7					$0.00
8					$0.00
9					$0.00
10					$0.00
11					$0.00
12					$0.00
13					$0.00
14					$0.00
15					$0.00
16					$0.00
17					$0.00
18					$0.00
19					$0.00
20					$0.00
				Total Material Cost:	$264.52

EQUIPMENT COSTS -- PART D --

	Description of Work	Equipment Description	Take-Off		Equipment	
			Quantity	Unit	Unit Price	Material Cost
1						$0.00
2						$0.00
3						$0.00
4						$0.00
5						$0.00
6						$0.00
7						$0.00
8						$0.00
9						$0.00
					Total Equipment Cost:	$0.00

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Proposal Request

PROJECT: *(name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306

CONTRACT INFORMATION:
Contract For: Contract No. 1 - General Construction

Date: 11/28/2023

Architect's Project Number: 904.055.001
Proposal Request Number: GC RFP 011

Proposal Request Date: 06/24/2024

OWNER: *(name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(name and address)*
Bunkoff General Contractors, Inc.
790 Watervliet Shaker Rd.
Latham, NY 12110

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)
Prepare existing gas line for new paint finish and paint. Final selections to be coordinated with the Town.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Joshua D. Conley, RA

Senior Project Architect
PRINTED NAME AND TITLE

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User Notes: (3B9ADA5B)

BUNKOFF GENERAL CONTRACTORS, INC.
790 WATERVLIET-SHAKER ROAD
LATHAM, NEW YORK 12110
518-786-8666 - FAX 518-786-0896

CHANGE ORDER
REQUEST NO: 018

DATE: 7/2/24

JOB: **Rotterdam Town Hall Building Renovations**

BUNKOFF JOB NO.: 711

To: Barton & Loguidice, D.P.C
10 Airline Drive, Suite 200
Albany, NY 12205

Attn: Joshua D. Conley, RA

Prep, Prime and Paint Face Only of New Town Hall Signage per RFP No. 12.

Town Of Rotterdam
Main Entrance

TOTAL CHANGE: $ 2,430.00

Work regarding this change will not begin until approval is received in writing. Quote is valid for 15 days unless noted otherwise. Only the specific work noted herein is included. This Change is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

Schedule Impact: TBD

cc:

The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract.

CHANGES APPROVED

_____
Firm Name

REQUEST NO: 018

_____
Title

_____
Date

By _____
Nathan Bunkoff, President

BUNKOFF GENERAL CONTRACTORS, INC

CHANGE ORDER SUMMARY BGC701

PROJECT: Rotterdam Town Hall Building Reno. BGC JOB #: 711 BGC CHANGE REQ #: 18

DESCRIPTION: Prepare new town signage for paint finish and paint

Part A: Labor (includes all required fringes, insurance, taxes, etc.) As detailed in BGC702

Class	Hours from BGC702	Cost per Hour	Total Labor Costs
Carpenter	0	$77.66	$0.00
Mason	0	$83.86	$0.00
Ironworker	0	$87.37	$0.00
Carpenter Foreman	0	$89.66	$0.00
Laborer	0	$79.37	$0.00
Painter / Taper	8	$69.18	$553.44
		Labor Cost	$553.44
		Overhead @ 10%	$55.34
		Subtotal	$608.78
		Profit @ 10%	$60.88
		TOTAL FOR PART A:	$669.66

Part B: Miscellaneous Costs, as detailed in BGC702=====>

Miscellaneous Cost	$150.00
Overhead @ 10%	$15.00
Subtotal	$165.00
Profit @ 10%	$16.50
TOTAL FOR PART B:	$181.50

Part C: Material, as detailed in BGC703==========>

Material Cost	$301.19
Overhead @ 10%	$30.12
Subtotal	$331.31
Profit @ 10%	$33.13
TOTAL FOR PART C:	$364.44

Part D: Equipment, as detailed in BGC703==========>

Equipment Cost	$945.00
Overhead @ 10%	$94.50
Subtotal	$1,039.50
Profit @ 10%	$103.95
TOTAL FOR PART D:	$1,143.45

Part E: Subcontractor Quotes

Subcontractors Cost	$0.00
Profit @ 10%	$0.00
TOTAL FOR PART E:	$0.00

DAYS DELAYED tbd

SUBTOTAL	$2,359.05
3% bonds and insurance	$70.77
TOTAL FOR THIS CHANGE:	$2,429.82

July 2, 2024

Project Manager - Jenniffer Wright — Date

This Change in Condition is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

BUNKOFF GENERAL CONTRACTORS, INC.

LABOR & MISC. TAKE-OFF SHEET BGC702

PROJECT: Rotterdam Town Hall Building Renc BGC JOB #: 711 BGC CHANGE #: 18

DESCRIPTION: Prepare new town signage for paint finish and paint

LABOR COSTS -- PART A --

	Description of Work	Carpenter	Mason	Ironworker	Carpenter Foreman	Laborer	Paint/Taper
1	Prep: surface of each letter for paint & Protect Surrounding Finishes						2
2	Paint Signage (x2 coats & Seal)						6
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
	Total Labor Hours:	0	0	0	0	0	8
		Oper C	Mason	Ironworker	Carpenter	Laborer	Paint/Taper

MISCELLANEOUS COSTS -- PART B --

	Take-Off		Labor Costs		Material Costs		Equipment Costs	
	Quantity	Unit	Unit Cost	Labor Costs	Unit Cost	Material Cost	Unit Cost	Equipment Costs
Layout				$0.00		$0.00		$0.00
Surveying				$0.00		$0.00		$0.00
Testing				$0.00		$0.00		$0.00
Mobilize Equipment	0.5	hr	$75	$37.50		$0.00		$0.00
Demobilize Equipment	0.5	hr	$75	$37.50		$0.00		$0.00
Pick Up & Deliver Materials	1	hr	$75	$75.00		$0.00		$0.00
Daily Cleaning				$0.00		$0.00		$0.00
Phone and Fax Usage				$0.00		$0.00		$0.00
Caulking				$0.00		$0.00		$0.00
Dust Partitions				$0.00		$0.00		$0.00
On-Site Material Handling				$0.00		$0.00		$0.00
As-Builts				$0.00		$0.00		$0.00
Additional Drwgs & Spec's				$0.00		$0.00		$0.00
Snow Removal				$0.00		$0.00		$0.00
Temporary Heat				$0.00		$0.00		$0.00
Haul Trash to Dumpster				$0.00		$0.00		$0.00
Dumpster Charges				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
Subtotals for Labor Material & Equipment:				$150.00		$0.00		$0.00
Total Costs:								$150.00

F:\blank forms\attached\bgc 702

BUNKOFF GENERAL CONTRACTORS, INC.

MATERIAL & EQUIPMENT TAKE-OFF SHEET BGC 703

PROJECT: tterdam Town Hall Building Rer BGC JOB #: 711 BGC CHANGE #: 18

DESCRIPTION: Prepare new town signage for paint finish and paint

MATERIAL COSTS -- PART C --

	Description of Work	Take-off		Material	
		Quantity	Unit	Unit Price	Material Cost
1	Sherwin Williams Primer	1	gal	$74.54	$74.54
2	Sherwin Williams Paint	1	gal	$176.65	$176.65
3	Miscellaneous plastic, tape to protect surrounding	1	ls	$50.00	$50.00
4					$0.00
5					$0.00
6					$0.00
7					$0.00
8					$0.00
9					$0.00
10					$0.00
11					$0.00
12					$0.00
13					$0.00
14					$0.00
15					$0.00
16					$0.00
17					$0.00
18					$0.00
19					$0.00
20					$0.00
				Total Material Cost:	$301.19

EQUIPMENT COSTS -- PART D --

	Description of Work	Equipment Description	Take-Off		Equipment	
			Quantity	Unit	Unit Price	Material Cost
1	Paint Signage	Lift Rental	1	day	$520.00	$520.00
2	Delivery & Pick-up of Lift		1	ls	$400.00	$400.00
3	Fuel for Lift		1	ls	$25.00	$25.00
4						$0.00
5						$0.00
6						$0.00
7						$0.00
8						$0.00
9						$0.00
					Total Equipment Cost:	$945.00

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Proposal Request

PROJECT: *(name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306

CONTRACT INFORMATION:
Contract For: Contract No. 1 - General Construction

Date: 11/28/2023

Architect's Project Number: 904.055.001
Proposal Request Number: GC RFP 012

Proposal Request Date: 06/24/2024

OWNER: *(name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(name and address)*
Bunkoff General Contractors, Inc.
790 Watervliet Shaker Rd.
Latham, NY 12110

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)
Prepare exterior sginage for new paint finish and paint. Final selections to be coordinated with the Town.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Joshua D. Conley, RA

Senior Project Architect
PRINTED NAME AND TITLE

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User Notes: (3B9ADA56)

BUNKOFF GENERAL CONTRACTORS

BUNKOFF GENERAL CONTRACTORS

Quote Presented By:
Brett J. Beers
Sales Representative PC Commercial
Sherwin-Williams Paint Company
New York Capital District
1-518-847-4831
brett.j.beers@sherwin.com

SHERWIN-WILLIAMS
37 SIMMONS LANE BLDG A STE 4
MENANDS, NY 12204
(518) 459-1050

June 28, 2024

SHERWIN WILLIAMS.

ACCOUNT # 5157-0307-2
BUNKOFF GENERAL CONTRACTORS
QUOTE # 7353354
VALID FROM: JUN 28, 2024 - AUG 28, 2024

PROJECT: BUNKOFF GENERAL CONTRACTORS

Purchase Type: Single Purchase

Description	Sales #	Rex #	Qty	Price
MISC RES. WALLCOVRNG	989996	000989996-EACH	1	$176.65
Comments: Crecent Bronze Coating				
PI PROCRYL PR OF W	650930639	B66W01310-GALLON	1	$74.54

We thank you for consideration of Sherwin-Williams products and look forward to supplying these products to you.

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by Sherwin-Williams. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by Sherwin-Williams. We request that it not to be copied or shared with others outside your firm.Please refer to product data pages for surface prep, mixing and application instructions.

Square footage amounts were estimated or given. Coverage of materials are estimated and actual coverages may differ. These guidelines should not be used as absolutes.Sherwin-Williams cannot assume responsibility for job site conditions.

The purchase of the products set forth in this price quote is subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at https://www.sherwin-williams.com/terms-and-conditions. Sherwin-Williams limits acceptance of the price quote to these Terms and Conditions of Sale, and objects to any different terms in any purchase order, issuance of which indicates purchaser's acceptance of such Terms and Conditions of Sale.

Pro Industrial™ Pro-Cryl®

Universal Primer

B66-1300 Series

CHARACTERISTICS

Pro Industrial Pro-Cryl® Universal Primer is an advanced technology, self-cross-linking acrylic primer. It is rust inhibitive and was designed for both construction and maintenance applications. It can be used as a primer under water-based or solvent-based high-performance topcoats.

Features:

- Rust inhibitive, corrosion resistant
- Single component
- Early moisture resistant
- Fast dry
- Lower temperature application 35°F
- Interior and exterior use
- Suitable for use in USDA inspected facilities

For use on properly prepared:
Steel, Galvanized & Aluminum, Wood

Finish: Low Sheen

Color: Off White, Medium Grey, and Red Oxide

Recommended Spreading Rate per coat:

Wet mils:	5.0-10.0
Dry mils:	1.9-3.8
Coverage:	160-320 sq. ft. per gallon
Theoretical Coverage:	609 sq. ft. per gallon @ 1 mil dry

Approximate spreading rates are calculated on volume solids and do not include any application loss.
Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 6.0 mils wet, @ 50% RH:
Drying and recoat times are temperature, humidity, and film thickness dependent.

	@40°F	@77°F	@120°F
To touch	2 hours	40 minutes	20 minutes
Tack free	8 hours	2 hours	1 hour
To recoat	16 hours	4 hours	2 hours

Tinting: **DO NOT TINT**

Extra White B66W01310
(may vary by color)

V.O.C. (less exempt solvents):
less than 50 grams per litre; 0.42 lbs. per gallon
As per 40 CFR 59.406

Volume Solids:	38 ±2%
Weight Solids:	50 ±2%
Weight per Gallon:	10.09 lbs
Flash Point:	N/A
Shelf Life:	36 months, unopened

COMPLIANCE

As of 2/14/2024, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	Yes
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	Yes
MIR-Manufacturer Inventory	Yes
MPI®	Yes

APPLICATION

Temperature:

minimum	35°F / 1.6°C
maximum	120°F / 48.8°C
	air, surface and material
	At least 5°F above dew point
Relative humidity:	85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer:	Water
Airless Spray:	
Pressure	2000 p.s.i.
Hose	1/4 inch I.D.
Tip	.015-.019 inch
Filter	60 mesh
Conventional Spray:	
Gun	Binks 95
Fluid Nozzle	66
Air Nozzle	63 PB
Atomization Pressure	60 p.s.i.
Fluid Pressure	25 p.s.i.
Reduction:	As needed up to 5% by volume
Brush:	Nylon-polyester
Roller Cover:	3/8 inch woven

If specific application equipment is listed above, equivalent equipment may be substituted.

Apply paint at the recommended film thickness and spreading rate as indicated. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

Stripe coat crevices, welds, and sharp angles to prevent early failure in these areas. For best results on rusty surfaces, always apply first coat by brush.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

No painting should be done immediately after a rain or during foggy weather.

For optimal performance, this primer should be topcoated.

For exterior exposure, this primer should be topcoated within 14 days. If 14 days is exceeded remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Finish with appropriate topcoat.

SPECIFICATIONS

Acceptable Water Based topcoats:
1-2 coats Pro Industrial Acrylic Coating or
Pro Industrial Acrylic Dryfall
Pro Industrial DTM Acrylic
Pro Industrial Multi-Surface Acrylic
Pro Industrial Pre-Catalyzed Epoxy
Pro Industrial Pre-Catalyzed Urethane
Pro Industrial Water Based Acrolon 100
Pro Industrial Water Based Alkyd Urethane
Pro Industrial Water Based Catalyzed Epoxy
Sherwin-Williams Architectural Coatings

Acceptable Solvent Based topcoats:
Pro Industrial High Performance Epoxy
Pro Industrial Industrial Enamels
Tile Clad HS Epoxy

The finishes listed above are representative of the product's use. Other finishes may be appropriate.

continued on back

Pro Industrial™ Pro-Cryl®
Universal Primer

SURFACE PREPARATION

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Do not use hydrocarbon solvents for cleaning.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Iron & Steel - Minimum surface preparation is Hand Tool Cleaning per SSPC-SP2. Remove all oil and grease from the surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Prime the area the same day as cleaned. Self priming.

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1. Self priming.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned. Self priming.

Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Wood - Surface must be clean, dry and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked.

SURFACE PREPARATION

Mildew-
Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts clean water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

PERFORMANCE

System Tested: (unless otherwise indicated)
Substrate: Steel
Surface Preparation: SSPC-SP10
Finish: 1 coat Pro Industrial Pro-Cryl Off White
1 coat Pro Industrial Acrylic Coating

Adhesion:
Method: ASTM D4541
Result: 500 p.s.i.

Corrosion Weathering:
Method: ASTM D5894, 10 cycles, 3360 hours
Result: Passes

Direct Impact Resistance:
Method: ASTM D2794
Result: greater than 140 inch lb.

Dry Heat Resistance:
Method: ASTM D2485
Result: 200°F

Flexibility:
Method: ASTM D522, 180° bend, ½ inch mandrel
Result: Passes

Moisture Condensation Resistance:
Method: ASTM D4585, 100°F, 1250 hours
Result: Passes

Pencil Hardness:
Method: ASTM D3363
Result: B

Salt Fog Resistance:
Method: ASTM B117, 1250 hours
Result: Passes

Provides performance comparable to products formulated In Lieu of federal specification: AA50557 and Paint Specification: SSPC-Paint 23.

SAFETY PRECAUTIONS

Before using, carefully read **CAUTIONS** on label.

Refer to the Safety Data Sheets (SDS) before use.

FOR PROFESSIONAL USE ONLY.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm clean water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

HOTW FRC	2/14/2024	B66W01310	10	39
HOTW	2/14/2024	B66A01320	08	38
HOTW	2/14/2024	B66N01310	08	39

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS

SUNBELT RENTALS

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1

Equipment and Tools | Industry Solutions | Training | Locations

Renting to NY-155, Latham, NY, USA | 10/7/24 – 10/11/24 | Delivery | Edit

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CAT CLASS: 0580457

45' Articulating Manlift w/ Jib

ONLINE RATE

$520	$1,230	$2,645
1 DAY	1 WEEK	4 WEEK

1

Add to Cart

BUNKOFF GENERAL CONTRACTORS, INC.
790 WATERVLIET-SHAKER ROAD
LATHAM, NEW YORK 12110
518-786-8666 - FAX 518-786-0896

CHANGE ORDER
REQUEST NO: 019

DATE: 7/2/24

JOB: **Rotterdam Town Hall Building Renovations**

BUNKOFF JOB NO.: 711

To: Barton & Loguidice, D.P.C
10 Airline Drive, Suite 200
Albany, NY 12205

Attn: Joshua D. Conley, RA

Credit installs only of (2) Metal Canopies per RFP No.13

TOTAL CHANGE: $ -1,243.00

Work regarding this change will not begin until approval is received in writing. Quote is valid for 15 days unless noted otherwise. Only the specific work noted herein is included. This Change is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

Schedule Impact: TBD

cc:

The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract.

CHANGES APPROVED

_____
Firm Name

REQUEST NO:019

_____
Title

_____
Date

By Nathan Bunkoff
Nathan Bunkoff, President

BUNKOFF GENERAL CONTRACTORS, INC

CHANGE ORDER SUMMARY BGC701

PROJECT Rotterdam Town Hall Building Reno. BGC JOB #: 711 BGC CHANGE REQ #: 19

DESCRIPTION: Creidt Labor to Install (2) Metal Canopies

Part A: Labor (includes all required fringes, insurance, taxes, etc.) As detailed in BGC702

Class	Hours from BGC702	Cost per Hour	Total Labor Costs
Carpenter	-16	$77.66	($1,242.56)
Mason	0	$83.86	$0.00
Ironworker	0	$87.37	$0.00
Carpenter Foreman	0	$89.66	$0.00
Laborer	0	$79.37	$0.00
Painter / Taper	0	$69.18	$0.00
		Labor Cost	($1,242.56)
		Overhead @ 10%	
		Subtotal	($1,242.56)
		Profit @ 10%	
		TOTAL FOR PART A:	($1,242.56)

Part B: Miscellaneous Costs, as detailed in BGC702=====>	Miscellaneous Cost	$0.00
	Overhead @ 10%	$0.00
	Subtotal	$0.00
	Profit @ 10%	$0.00
	TOTAL FOR PART B:	$0.00

Part C: Material, as detailed in BGC703==========>	Material Cost	$0.00
	Overhead @ 10%	$0.00
	Subtotal	$0.00
	Profit @ 10%	$0.00
	TOTAL FOR PART C:	$0.00

Part D: Equipment, as detailed in BGC703==========>	Equipment Cost	$0.00
	Overhead @ 10%	$0.00
	Subtotal	$0.00
	Profit @ 10%	$0.00
	TOTAL FOR PART D:	$0.00

Part E: Subcontractor Quotes

	Subcontractors Cost	$0.00
	Profit @ 10%	$0.00
	TOTAL FOR PART E:	$0.00

DAYS DELAYED tbd

SUBTOTAL	($1,242.56)
3% bonds and insurance	
TOTAL FOR THIS CHANGE:	($1,242.56)

Project Manager - Jenniffer Wright

July 1, 2024
Date

This Change in Condition is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306

CONTRACT INFORMATION:
Contract For: Contract No. 1 - General Construction

Date: 11/28/2023

Architect's Project Number: 904.055.001
Proposal Request Number: GC RFP 013

Proposal Request Date: 06/28/2024

OWNER: *(name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(name and address)*
Bunkoff General Contractors, Inc.
790 Watervliet Shaker Rd.
Latham, NY 12110

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)
Provide a cost proposal credit as (2) of the exterior awnings will not be installed at this time.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Joshua D. Conley, RA

Senior Project Architect
PRINTED NAME AND TITLE

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User Notes: (3B9ADA5C)

RESOLUTION NO. 299.24

AUTHORIZE DEDUCT CHANGE ORDER NO. 1 WITH WOLFE EXCAVATING FOR THE SPECIAL IMPROVEMENT PROJECT CURRY ROAD SEWER IMPROVEMENT PROJECT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Deduct Change Order No. 1 with Wolfe Excavating, located at 275 Red Schoolhouse Road, Johnstown, New York 12095, for the remaining allowance for the Special Improvement Project Curry Road Sewer Improvement Project, for a deduction in the amount of sixty thousand forty nine and 75/100 ($60,049.75) dollars, for a new total contract amount not to exceed three hundred sixty seven thousand ninety four and 25/100 ($367,094.25) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	July 10, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Change Order #1, Wolfe Excavating-Curry Road Sewer Improvement
TOWN BOARD MEETING:	August 14, 2024
Background Information:	Wolfe Excavating has been the General Contractor for the Curry Road Sewer Improvement project.
Evaluation/Analysis:	LaBella has submitted a change order for Wolfe Excavating for the Curry Road Sewer Improvement project. Change order #1 is for a deduct change order.
Recommendation(s):	Authorize the Supervisor to sign an agreement with Wolfe Excavating for a deduct change order of $60,049.75.
Attachment/Document(s):	LaBella Change Order dated July 5, 2024.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

CHANGE ORDER NO.: 1

Owner:	T. Of Rotterdam	Owner's Project No.:	32018.01
Engineer:	LaBella Associates	Engineer's Project No.:	32018.01
Contractor:	Wolfe Excavating	Contractor's Project No.:	
Project:	Curry Road Sewer		
Contract Name:	Contract 1 – General Construction		

Date Issued: July 5, 2024 Effective Date of Change Order: July 5, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

Contract Deduct Change Order.

Attachments:

None.

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 427,144.00	Original Contract Times: Substantial Completion: May 10, 2024 Ready for final payment: June 9, 2024
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **N/A**: $ N/A	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **N/A**: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 427,144.00	Contract Times prior to this Change Order: Substantial Completion: May 10, 2024 Ready for final payment: June 9, 2024
[Decrease] this Change Order: $ 60,049.75	This Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: $ 367,094.25	Contract Times with all approved Change Orders: Substantial Completion: May 10, 2024 Ready for final payment: June 9, 2024

	Recommended by Construction Mgr.	**Accepted by Contractor**
By:		Thomas R. Wolfe
Title:	Construction Manager	Owner
Date:	July 5, 2024	July 9, 2024
	Authorized by Owner	**Approved by Funding Agency (if applicable)**
By:		
Title:		
Date:		

EJCDC® C-941, Change Order.
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RESOLUTION NO. 300.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 4 WITH LABELLA ASSOCIATES FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE SPECIAL IMPROVEMENT AREA FOR CURRY ROAD SEWER IMPROVEMENTS

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 amendment to the engineering agreement with LaBella Associates (formally Chazen), located at 4 British American Boulevard Latham, NY 12110, for additional engineering services for the special improvement area for Curry Road sewer improvements, for a lump sum not to exceed twenty-two thousand one hundred fifty and 00/100 ($22,150.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	August 9, 2024
TO:	Town Board
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	LaBella Agreement – Amendment No. 4 – Curry Road Sewer - SIA
TOWN BOARD MEETING:	August 14, 2024
Background Information:	Amendment to the engineering agreement between the Town and LaBella to perform additional engineering services for the special improvement area – Curry Road sewer project.
Evaluation/Analysis:	LaBella provided additional contract administration, construction observation and project management during the construction phase of the project for a lump sum fee of $22,150.00.
Recommendation(s):	Approve Amendment No. 4 between the Town and LeBella for the additional services.
Attachment/Document(s):	LaBella letter dated 7-10-2024.
Compliance with Purchasing Policy:	Professional service. Existing Contract Amendment.
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

LaBella
Powered by partnership.

July 10, 2024

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

RE: Proposal for Professional Services – TSCO #4
Technical Services for Special Improvement Area for Curry Road Sewer Improvements
Town of Rotterdam, Schenectady County, New York
LaBella Project # 32018.01

Dear Supervisor and Town Board:

The LaBella Associates (LaBella) are pleased to provide this proposal for additional technical services associated with the Special Improvement Area for Curry Road Sewer Improvement project. Additional fees summarized below are due to:

- Additional construction administration/observation related to unforeseen conditions (e.g. external MH conditions, unsuitable materials encountered, condition of building lateral and connection, condition of pavement and related project limits).
- Additional construction administration/ observation; contractor routinely working 10-hour days versus 8-hour days to achieve substantial completion, which has been met.
- Anticipated additional construction administration/observation and project management to address the extent of site restoration based upon owner expectations and resolution of same (e.g. Bigsbee Village and Mallozzi properties).

Please find our scope and associated fee schedule for services described below.

Scope of Services

Phase 0800 – Additional Contract Administration Services

LaBella will provide additional contract administration services including resolution of unforeseen conditions and site restoration issues raised by involved property owners.

This phase has not been increased since initial authorization. Increase in budget from $13,750 to $20,000 requested.

Phase 0900 – Additional Construction Observation Services

LaBella will provide construction observation services to observe the quality of work, track quantities and verify general conformance with the Contract Documents. Reports will be prepared for each site visit and the Town and Contractor will be notified of any noted deficiencies. Contractor mobilized 02/26/2024, substantial completion achieved 05/10/2024, final completion achieved 06/09/2024, warrantee and administration items still pending.
An additional fee of 72 days X 2hrs/ days X 100/hr or $14,400 is requested for the construction observation services, increasing the budget from $31,632 to $46,032.

Phase 0140 – Additional Project Management and Coordination

Throughout the remaining phase of construction, and closeout, LaBella will coordinate and communicate with the Town, Contractor, and involved property owners. Additional efforts anticipated to address

restoration issues raised by involved property owners. Additional fee of $1,500 is required for PM services, increasing the budget from $9,000 to $10,500.

Professional Services Fee Schedule

LaBella proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Lump Sum tasks will be billed commensurately with the percentage of the task which has been completed. Time and Materials tasks will be billed based on the actual hours and reimbursable expenses incurred. Fees listed for Time and Materials tasks are estimates only. LaBella will make its best effort to complete each of these tasks within the estimated amounts; however, it is possible that it will be necessary to exceed these amounts in order to complete the scope of services for each task. We will not exceed any estimated fee amounts without first notifying you.

Fee and Time Schedule Summary

Phase No.	Task Description	Additional Lump Sum Fee Bill	Price per item	Projected Start / End Dates
0800	Additional Construction Administration	$6,250		Start: TBD End: TBD
0900	Additional Construction Observation Services	$14,400		Start: TBD End: TBD
0140	Additional Project Management and Coordination	$1,500		Start: TBD End: TBD
	Total Estimated Cost	$22,150		

Authorization by the Town Supervisor below will be acceptable authorization to proceed. This is considered an extension of our existing contract for this project. If you have any questions or require additional information, please do not hesitate to contact me at 518-824-1943.

Authorized by: Mollie A. Collins; Town Supervisor

By: _____ Date: _____

Mollie A. Collins

Sincerely,

Joseph M. Lanaro, P.E. M.ASCE
Vice President, Municipal Discipline Leader

cc: File

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 10, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 164.23

TO AMEND AN AGREEMENT WITH LABELLA ASSOCIATES FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE SPECIAL IMPROVEMENT AREA FOR CURRY ROAD SEWER IMPROVEMENTS

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an amendment to the engineering agreement with LaBella Associates (formally Chazen), located at 4 British American Boulevard Latham, NY 12110, for additional engineering services for the special improvement area for Curry Road sewer improvements, for a lump sum not to exceed twenty thousand and 00/100 ($20,000.00) dollars.

SECTION 2. This resolution shall become effective May 10, 2023.

DATED: May 10, 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 May 10, 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 May 12, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY Schenectady, County

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:	April 21, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Professional Services- Additional Technical Services for the Special Improvement Area for Curry Road Sewer Improvements
TOWN BOARD MEETING:	May 10, 2023
Background Information:	Amendment to the engineering agreement between the Town and LaBella (Chazen) to perform additional engineering services for the special improvement area for Curry Road Sewer Improvements.
Evaluation/Analysis:	LaBella will provide additional Technical Services for the sewer easements, DEC comments and additional project management and coordination.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with LaBella for an amount not to exceed $20,000.00
Attachment/Document(s):	LaBella proposal dated April 20, 2023.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

LaBella
Powered by partnership.

April 20, 2023

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

RE: Proposal for Professional Services
Technical Services for Special Improvement Area for Curry Road Sewer Improvements
Town of Rotterdam, Schenectady County, New York
LaBella Project # 32018.01

Dear Supervisor and Town Board:

The LaBella Associates (LaBella) are pleased to provide this proposal for additional technical services associated with the Special Improvement Area for Curry Road Sewer Improvement project. Additional fees summarized below are due to extensive time and coordination efforts to acquire necessary easements as well as additional effort/design changes while addressing early DEC comments. Please find our scope and associated fee schedule for services described below.

Scope of Services

Phase 0900 – Additional Construction Observation Services

LaBella will provide construction observation services to observe the quality of work, track quantities and verify general conformance with the Contract Documents. Reports will be prepared for each site visit and the Town and contractor will be notified of any noted deficiencies.
Based upon the current project as developed an additional fee of $13,000 is required for the construction observation services described in TSC01, dated November 24, 2020, increasing the budget from $18,632 to $31,632.

Phase 0140 – Additional Project Management and Coordination

Throughout design, permitting, construction, and closeout, LaBella will maintain coordination and communication between the Town, contractor, and permitting agency. LaBella will attend monthly capital projects meetings with Town officials to communicate project status. Additional fee of $5,000 is required for PM services, described in TSC02, dated December 6, 2021, increasing the budget from $4,000 to $9,000.

Phase RE00 – Reimbursable Expenses

Reimbursable expenses include our direct expenses, such as mileage, overnight mailings, and extensive photocopying and map reproductions. These fees will be tracked under Task RE00. Additional fee of $2,000 is required for reimbursable expenses, described in TSC01, dated November 24, 2020, increasing the budget from $1,750 to $3,750.

Professional Services Fee Schedule

LaBella proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Lump Sum tasks will be billed commensurately with the percentage of the task which has been completed. Time and Materials tasks will be billed based on the actual hours and reimbursable expenses incurred. Fees listed for Time and Materials tasks are estimates only. LaBella will make its best effort to complete each of these tasks within the estimated amounts; however, it is possible that it will be necessary to exceed these amounts in order to complete the scope of services for each task. We will not exceed any estimated fee amounts without first notifying you.

Fee and Time Schedule Summary

Phase No.	Task Description	Additional Lump Sum Fee Bill	Price per Item	Projected Start / End Dates
0900	Additional Construction Observation Services	$13,000		Start: TBD End: TBD
0140	Additional Project Management and Coordination	$5,000		Start: TBD End: TBD
RE00	Reimbursable Expenses	$2,000		n/a
	Total Estimated Cost	$20,000		

Authorization by the Town Supervisor below will be acceptable authorization to proceed. This is considered an extension of our existing contract for this project. If you have any questions or require additional information, please do not hesitate to contact me at 518-824-1943.

Authorized by: Mollie A. Collins; Town Supervisor

By: Mollie A. Collins Date: 5/12/2023

Sincerely,

Jessica Brown

Jessica Brown, PE, Senior Civil Engineer
cc: Joe Lanaro, PE, VP Civil Division, Municipal Discipline Leader (Via email only)

THE Chazen COMPANIES
Civil Engineers
Land Surveyors
Planners
Environmental & Safety Professionals
Landscape Architects
Transportation Planners & Engineers
Proud to be Employee Owned

CAPITAL DISTRICT OFFICE
4 British American Boulevard
Latham, NY 12110
P: 518.273.0055 or 888.539.9073
www.chazencompanies.com

December 6, 2021

Steven Tommasone, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Proposal for Professional Services
Technical Services for Special Improvement Area for Curry Road Sewer Improvements
Town of Rotterdam, Schenectady County, New York
Chazen Project # 32018.01

Dear Supervisor and Town Board:

The Chazen Companies (Chazen) are pleased to provide this proposal for technical services associated with the Special Improvement Area for Curry Road Sewer Improvements project. Please find our scope of services and associated fee schedule below.

Scope of Services

Note that the task numbering presented below follows on the previously approved tasks.

TASK 012 - Sewer Easement: Tax Parcel – 59.09-6-18.21

Scope – Chazen completed a partial boundary of parcel 59.09-6-18.3 in order to establish the existing sanitary sewer easements on that parcel. The boundary between parcels 59.09-6-18.3 and 59.09-6-18.21 was established. The locations of the sewer manholes and laterals were also obtained during previous work. Chazen will utilize these locations and prepare a 20' wide sewer easement encompassing the manholes and main sewer line on parcel 59.09-6-18.21. All surveying will be completed in accordance with the "Code of Practice" as adopted by the New York State Association of Professional Land Surveyors. Chazen will complete research which is normal to the completion of surveys completed under the above referenced code. We do however; recommend that an abstract of title be completed by a local title company. This will assure that all recorded easements and rights of way of record are discovered.

Deliverables: Chazen will provide a metes-and-bounds description of the sewer easement in word format as well as an exhibit map.

TASK 013 - Sewer Easement: Tax Parcel – 59.09-6-23.11

Scope – Chazen will complete a partial boundary of parcel 59.09-6-23.11 in order to establish the existing boundary lines adjoining parcel 59.09-6-18.21. The locations of the sewer manholes and main lines were obtained during previous work. Chazen will utilize these locations and prepare 20' wide sewer easement encompassing the manholes and main sewer line on parcel 59.09-6-23.11. All surveying will be completed in accordance with the "Code of Practice" as adopted by the New York State Association of Professional Land Surveyors. Chazen will complete research which is normal to the completion of surveys completed under the

above referenced code. We do however; recommend that an abstract of title be completed by a local title company. This will assure that all recorded easements and rights of way of record are discovered.

Deliverables: Chazen will provide a metes-and-bounds description of the sewer easement in word format as well as an exhibit map.

TASK 014 - Additional Project Management and Coordination

Scope –Throughout design, permitting, construction, and closeout, Chazen will maintain coordination and communication between the Town, contractor, and permitting agency. Chazen will attend monthly capital projects meetings with Town officials to communicate project status.

Schedule – Chazen is prepared to begin work three (3) weeks from authorization. It is expected that the final mapping would be available for delivery approximately two (2) weeks from completion of field work.

Fee and Time Schedule Summary

Task No.	Task Description	Lump Sum Fee Bill	Price per Item	Projected Start / End Dates
012	Sewer Easement, Map and Description Parcel 59.09-6-18.21	$500		Start: 3 weeks from Authorization Complete: 2 weeks from completion of field work.
013	Sewer Easement, Map and Description Parcel 59.09-6-23.11	$2,700		Start: 3 weeks from Authorization Complete: 2 weeks from completion of field work.
014	Additional Project Management and Coordination	$4,000		n/a
	Total Estimated Cost	$7,200.00		

Authorization by the Town Supervisor below will be acceptable authorization to proceed. This is considered an extension of our existing contract for this project. If you have any questions or require additional information, please do not hesitate to contact me at 518-824-1943.

Authorized by: Steven Tommasone; Town Supervisor

By: _____ Date: DEC. 31, 2021

Sincerely,

P Guillet

Paul Guillet, PE, Project Manager, Municipal Engineering Services (Chazen)
cc: Joe Lanaro, PE, VP Engineering Services (Via email only)

Moved on consent

RESOLUTION NO. 339.20

A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE CHAZEN COMPANIES FOR TECHNICAL SERVICES FOR SPECIAL IMPROVEMENT AREA FOR CURRY ROAD SEWER IMPROVEMENTS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the Supervisor to execute a contract with Chazen Companies, 547 River Street, Troy, New York 12180, for technical services for Special Improvement Area for Curry Road Sewer Improvements, in an amount not to exceed one hundred twelve thousand eight hundred twenty one and 00/100 dollars ($112,821.00).

SECTION 2. This resolution shall become effective December 9, 2020.

DATED: December 9, 2020

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli	X		
Miller-Herrera	X		
Signore	X		
Tommasone	X		

THE Chazen COMPANIES
Civil Engineers
Land Surveyors
Planners
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CAPITAL DISTRICT OFFICE
547 River Street
Troy, NY 12180
P: 518.273.0055 or 888.539.9073
www.chazencompanies.com

November 24, 2020

Steven Tommasone, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Proposal for Professional Services
Technical Services for Special Improvement Area for Curry Road Sewer Improvements
Town of Rotterdam, Schenectady County, New York
Chazen Project # 32018.01

Dear Supervisor and Town Board:

The Chazen Companies (Chazen) are pleased to provide this proposal for technical services associated with the Special Improvement Area for Curry Road Sewer Improvements project. Please find our current project understanding, scope of services and associated fee schedule below.

This proposal is outlined to provide professional services outlined hereon to the Town of Rotterdam (hereinafter referred to as the Town).

Project Understanding

- The Town intends to proceed with the improvements outlined in the Map, Plan, and Report dated July 30, 2020 (the report).
- We understand that the Town would like to prepare construction documents with the goal to put the project out to bid, award a construction contract, and have the project constructed.
- Chazen will first conduct a topographic, boundary, and utility survey to support the replacement of approximately 850 linear feet of sewer main (and manholes) referred to in Appendix D of the report as SMH 0 to SMH 4.
- Chazen will then conduct an as-built survey (sanitary manholes, inverts and existing easement location only) of the existing sewer main that serves the Heritage Condos referred to in Appendix D of the report as SMH 0 to SMH 9.
- Chazen will then conduct an as-built survey (sanitary manholes, inverts, and proposed easement) of the existing sewer main that serves the Bigsbee Village Condos referred to in Appendix D of the report as SMH 0 to SMH 10; concurrently Chazen will prepare a new sanitary sewer easement map and description (SMH 0 to SMH 10 section) as an existing easement does not exist.
- Following survey, preliminary design documents will include the replacement of approximately 850 linear feet of sewer main (including manhole replacement) from SMH 0 to SMH 4 and heavy cleaning / CCTV of approximately 800 linear feet of sewer main (SMH 0 to SMH9 & SMH 0 to SMH 10).

Project Approach

Preliminary design documents will be advanced to the 60% level and we will meet with the Town to review the planned design and estimate cost of construction. After acceptance by the Town, 95% design will be completed and shared with the Town for review / acceptance, and subsequently submitted to regulatory authorities for permitting. Once comments from the regulatory authorities are received, drawings and specifications will be finalized and prepared for public bid. After public bidding, we will work in concert with the Town to select a contractor and perform construction administration and observation services. Considering the approach outline above, Chazen offers the following scope of services:

SCOPE OF SERVICES

Task 004 – Establish Easement boundaries, Topographic Survey and As-built Survey

Survey Understanding

- Reference the attached proposed conditions mapping taken from the MPR.
- Perform a topographic and utility survey along a 70-foot-wide by 850 foot area through lands of Mallozzis Banquet & Ballroom and Bigsbee Village Condos.
- Perform subsurface utility location within the area described above.
- Establish the existing easement within the areas described above.
- Prepare a new sanitary sewer easement map and description along the existing sewer within the southerly portion of Bigsbee Village Condos.
- Perform an as-built survey for existing Sanitary Manholes 5, 6, 7, 8, 9, within Heritage Condos along with establishing the existing easement. (No topographic survey, Sanitary Manholes, Inverts and existing easement location only).
- Perform an as-built survey for existing Sanitary Manhole 10 within Bigsbee Village Condos. (No topographic survey, Sanitary Manhole, Inverts and existing new easement location only).
- Perform a final as-built survey on the new sewer line and Sanitary Manholes within Mallozzis Banquet & Ballroom and Bigsbee Village Condos (New Manholes 0, 1, 2, 3, and 4).

Establish Easement Boundaries

Scope – Chazen will complete a partial boundary survey in order to establish the existing and new sanitary sewer easements. All surveying will be completed in accordance with the "Code of Practice" as adopted by the New York State Association of Professional Land Surveyors. Chazen will complete research which is normal to the completion of surveys completed under the above referenced code. We do however; recommend that an abstract of title be completed by a local title company. This will assure that all recorded easements and rights of way of record are discovered.

Topographic Survey

Scope – Concurrent with the completion of the easement survey Chazen will complete a topographic survey within the area outlined in the project understanding. The Horizontal datum will be based on New York State Plane Coordinates (NAD83) and the vertical datum will be based on NAVD 88 as observed from GPS observations. A minimum of 2 permanent site bench marks will be established. Topographic survey will include structures visible at ground surface, edge of woods lines, roads, drives, and visible utilities.

For underground utilities that do not have surface features, mapping is not available and the locations of underground utilities are critical, Chazen will perform electromagnetic utility designation within accessible areas of the project limits in an attempt to determine the existence and approximate position of detectable subsurface utilities. All utility designation will be in compliance with Quality Level "B" as defined by CI/ASCE 38-02, *Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data*. Any utilities not detected by surface geophysical methods and discovered through record information or where visually aligned with structures, will be defined as Quality Level "C" and "D".

Invert elevations will be determined based on measurements taken from the surface without entering the structure. Utilities will be shown in accordance with CI/ASCE 38-02, "Standard Guidelines for the collection and depiction of existing subsurface utility data", Quality Levels "C" and "D".

Sanitary Sewer As-built Survey
Once the construction of the new sanitary sewer has been completed Chazen will return to perform an as-built survey location of Sanitary Manholes 0, 1 , 2, 3, and 4. Manholes will be located with inverts shown on the original survey base map prepared by Chazen.

Deliverables: Chazen will prepare an existing conditions base survey demonstrating the topography and utilities within the new proposed sanitary sewer area. Mapping will be completed in AutoCAD Civil 3D format. The existing conditions base map will have a Border with Title Block, Name of Surveyor, Map Notes and References, Legend and Site Location Map. Deliverables will be PDF copy of signed and sealed map and an AutoCAD Civil 3D file.

Client Responsibilities – The client will arrange for all necessary permissions to allow Chazen and their employees to enter upon the lands of others as necessary to complete this proposed project, and to save and hold harmless Chazen its agents, servants, and employees from any claims for damages for trespass on the subject premises and adjoining lands.

Schedule – Chazen is prepared to begin work one (1) week from authorization. It is expected that the final mapping would be available for delivery approximately two (2) weeks from completion of field work.

Assumptions and Limitations- Cost itemized herein are for those tasks specifically mentioned and do not include the following:

- Rates are based on the current New York State Department of Labor Prevailing Wage Rates and Supplemental Benefits for survey field staff.
- Construction stakeout.

Task 005 – Subsurface Investigation
Chazen will prepare a program of explorations to obtain subsurface information for project design as well as for the contractor's use in bid development. Data relative to soil strata and depth to groundwater and bedrock will be obtained. Chazen anticipates the following:

- The on-site investigations will consist of a half day of geo probes (half day is typically six (6) geo probes) using macro-cores. Geo Probes will be advanced to 15- depth or refusal, spaced throughout the project area. The explorations will be laid out in the field in advance of the geo probe work.
- A truck mounted drill rig will be able to access the geo probe locations and complete the explorations to the limits described.

- Outside of the NYS DOT right-of-way, maintenance and protection of traffic (MPT) in the form of orange cones will be established around the work zone. Within the NYS DOT right-of-way, the driller will obtain a permit from the NYS DOT and ensure the MPT meets the DOT requirements.

Prevailing wages are included for the drill crew as required by the NYS Department of Labor.

All exploration logs will be included in the contract documents for bidding purposes. At this time, Chazen anticipates using Aztech Environmental Technologies to complete this work.

Task 006 – Contract Drawings, Contract Specifications, and Opinion of Probable Construction Cost (60% & 95%), Agency Submission & Coordination and Final Contract Documents

Contract Drawings

Chazen will prepare contract drawings for the sanitary sewer main replacement design at a scale of 1"=20' horizontal and 1"=5' vertical along with all required detail sheets. The design will include approximately 850-LF of new sanitary sewer main and manholes. The existing sanitary sewer mains to remain, are to be heavy cleaned and CCTV'd, we be presented at a scale of 1"=20' and will not include profiles.

The sanitary sewer main and manholes will be designed in accordance with *Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers, Recommended Standards for Wastewater Facilities*, (10 States Standards), 2014 edition.

The replacement sanitary sewer main and manholes (SMH 0 to SMH 4) will be designed within the existing right-of-way where possible, however permanent easement modifications may be required depending on the results of the land survey advanced under Task 1. Once the alignments have been established, Chazen will note any necessary easement modifications to the Town.

The following drawings are anticipated for the contract drawing set:

- Title Sheet
- Notes and Legends
- Maintenance and Protection of Traffic Plans
- Sanitary Sewer main Plans and Profiles
- Erosion and Sediment Control Details
- Sanitary Sewer System Details
- Site and Restoration Details
- NYS DOT Details

Chazen will work with the Town through design starting with the initial layout and will provide copies of the Contract Drawings to the Town at 60% and 95% completion milestones for review and comment. Digital copies of the same will be furnished upon request.

Contract Specifications

Chazen will prepare Contract Specifications for submission for the Town's review at the 60% and 95% milestones. The Contract Specifications will include contractual/administrative requirements and technical specifications supporting the Contract Drawings. Chazen's standard documents including a draft construction contract, general conditions, and general requirements will be included along with any NYS DOT special conditions. The specifications will include the following elements:

- Division 00 – Procurement and Contracting Requirements

- Division 01 – General Requirements
- Division 02 – Existing Conditions
- Division 03 – Concrete
- Division 31 – Earthwork
- Division 32 – Exterior Improvements
- Division 33 – Utilities

Chazen will provide copies of the Contract Specifications for review by the Town and the Town counsel. Digital copies of the same will be furnished upon request.

Opinion of Probable Cost

Chazen will prepare opinions of probable cost at the 60% and 95% milestones for submission to the Town. The inclusion of bid alternate(s) for specific project elements will also be included for economizing construction costs.

Regulatory Agency Submission and Coordination

Upon acceptance by the Town, Chazen will submit the 95% Contract Drawings and Contract Specifications to the following agency for permitting or approval:

- NYSDEC for replacement of the sanitary sewer pipe and structures.
- NYSDOT for work within Curry Road (NYS Route 7). In fact, we intend to meet with NYSDOT early on to discuss the plans for sanitary were main and manhole within their ROW. Ultimately however, the contractor will need to apply for and obtain a Highway Work Permit for work within the ROW, once the project is ready for construction.

Chazen will revise the Contract Drawings and Specifications based upon comments received from the Town and Plan Review Agency review of the 95% submission. Upon completion of this task, the Final Contract Documents will be considered complete and suitable for bidding.

Task 007 – Bidding and Contract Award

Chazen will provide a bid advertisement for publication by the Town and will coordinate the BidNet Direct process with the Town. If necessary, Chazen assumes that the Town will coordinate and pay for the cost of the legal notice in the local newspaper to advertise and place the project out to bid.

During the bid period, Chazen will respond to all queries from prospective bidders and prepare any necessary addenda to the Contract Documents in a timely manner. Chazen will participate in a "pre-bid" meeting if requested in advance of the bid opening.

Upon completion of the bid period, Chazen will review, tabulate and evaluate the bids received. The Town will be informed of any informality in the bids and if the bids are unbalanced or non-responsive. A background check will be completed by Chazen to verify the qualifications of the lowest bidder. Chazen will provide the Town with a written recommendation for the award of a construction contract, along with the basis for this recommendation.

Upon the Town's selection of the most responsive and responsible bidder, Chazen will prepare the necessary Agreements, Notice of Award and Notice to Proceed for execution by the Town and Contractor. Chazen will assist the Town and Town's counsel in verifying the adequacy of the contractor submitted agreements, bonds

and Insurances. Upon execution, Chazen will provide original copies of the executed construction contract to both the Town and the selected contractor.

Task 008 – Construction Administration Services

Chazen will provide the following construction administration services:

- Review contractor's shop drawings and submittals for the material and equipment to be incorporated into the project for conformance with contract documents;
- Review the CCTV footage submitted by the Contractor;
- Review and monitor the contractor's construction schedule for compliance with the stipulated contract times;
- Review and contractor's monthly and final payment applications and submit to the Town for processing, this proposal assumes there will be three payment applications (including the final payment application);
- Review and process change orders and provide the Town with recommendations on the validity of the change orders;
- Issue the substantial completion certificate and provide a final document package including reports and other pertinent information, which will include a memorandum describing the CCTV findings.

For this task, Chazen assumes that construction will be completed within ten (10) weeks of the issuance of the Notice to Proceed (project will be substantially complete within eight [8] weeks and reach final completion in ten [10] weeks). In the event that construction continues beyond this period, Chazen will provide the Town with a revised scope and fee for the additional Contract Administration services.

Task 009 – Construction Observation Services

Chazen will provide the following construction observation services to observe the quality of work, track quantities and verify general conformance with the Contract Documents. Reports will be prepared for each site visit and the Town and the contractor will be notified of any noted deficiencies. Based on our project understanding, the construction observation services include the following:

Sanitary Sewer Main Replacement (SMH 0 to SMH 4)

Full-time construction observation will be required. Based on the anticipated scope of work, we anticipate this portion of the project will require inspection services at 50 hours a week for a period of four (4) weeks. A NICET level V inspector will perform those inspections at an hourly rate of $90/hour, which totals $18,000. Please note it has been our experience that a level V inspector is the minimum for work in the DOT right-of-way.

CCTV (SMH 0 to SMH 9 & SMH 0 to SMH 10)

It has been our experience that periodic construction observation of the CCTV work be performed to ensure compliance with the contract documents. Based on the anticipated scope of work, we anticipate this portion of the project will require inspection services at 8 hours a week for a period of one (1) week. An assistant project engineer will perform those inspections at an hourly rate of $79/hour, which totals $632.

We note that efficiency in installation of the sanitary sewer main is highly dependent on the contractor chosen for the project, therefore there is no way of knowing at this time exactly how much construction observation may be required.

It is noted that Chazen does not monitor the construction site for overall safety and Chazen's presence on the site does not alter the contractor's obligation of being solely responsible for construction site safety.

Chazen will provide meeting minutes as deemed necessary and will transmit copies of the same as directed by the Town of Rotterdam.

Task 010 – Project Close Out

Following construction of the project, Chazen will conduct a final on-site project review, issue a Certificate of Substantial Completion, provide construction certification for work completed in accordance with the approved plans and specifications, and provide a final document package including reports, record drawings developed by the Contractor and other pertinent information.

The final on-site project reviews will be limited to two (2) walk-throughs, one at substantial completion to develop an incomplete items list and a second at final completion to verify that the incomplete items have been addressed.

Chazen will provide relevant close out information including as-built drawings (developed in Task 004) and product warranty data as applicable. For the portion of work in the NYS DOT right-of-way it is anticipated that certified as-builts will be required based on similar work in the DOT ROW.

Task 011 – Project Management, Coordination, Correspondence and Meetings

Throughout design, permitting, construction, and closeout, Chazen will maintain coordination and communication between the Town, contractor, and permitting agency. Chazen will attend monthly capital projects meeting with Town officials to communicate project status. As such, we have budgeted a total of $16,000 to management the project from design to closeout.

Task RE00 – Reimbursable Expenses

Reimbursable expenses includes our direct expenses, such as mileage, overnight mailings, and extensive photocopying and map reproductions. These fees will be tracked under Task RE00.

Limitations

- Does not include any aquatic resources / wetland assessments nor endangered or threatened species permitting.
- SEQRA related services (including archeological/cultural and ecological services)
- Construction stakeout
- Additional reports and documents requested by regulatory agencies not specifically mentioned in this proposal.

Professional Services Fee Schedule

Chazen proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Lump Sum tasks will be billed commensurately with the percentage of the task which has been completed. Time and Materials tasks will be billed based on the actual hours and reimbursable expenses incurred. Fees listed for Time and Materials tasks are estimates only. Chazen will make its best effort to complete each of these tasks within the estimated amounts; however it is possible that it will be necessary to exceed these amounts in order to

complete the scope of services for each task. We will not exceed any estimated fee amounts without first notifying you.

Fee and Time Schedule Summary

Tasks		Fee Estimates			Proposed Schedules
Task No.	Task Description	Lump Sum Fee Bill	Time and Materials	Subconsultant	Projected Start / End Dates[3]
004	Establish Easements, Topographic Survey and As-built Survey[4]	$19,900			Start: 1 week from authorization End: 2 weeks from completion of field work
005	Subsurface Investigation[2]	$364		$2,425	Start: 1 week following completion of survey. End: 4 weeks.
006	Contract Drawings, Contract Specifications, and Opinion of Probable Construction Cost (60% & 95%), Agency Submission & Coordination and Final Contract Documents	$27,000			Start: 1 week following completion of survey End: 8 weeks
007	Bidding and Contract Award	$7,500			Start: TBD End: TBD
008	Construction Administration Services	$13,750			Start: TBD End: TBD
009	Construction Observation Services		$18,632		Start: TBD End: TBD
010	Project Close Out	$5,500			Start: TBD End: TBD
011	Project Management, Coordination, Correspondence and Meetings	$16,000			On-going through the project.
RE	Reimbursables		$1,750		
	Subtotal	$90,014	$20,382	$2,425	
	Total	**$112,821**			

Fees listed for Time and Materials tasks, Sub-Consultants, and Reimbursable Expenses are estimates only. Chazen will bill for actual hours and reimbursable expenses incurred, and will make its best effort to complete each of these tasks within

the estimated amounts, although it is possible that it will be necessary to exceed these amounts in order to complete the scope of services for each task. We will not exceed any estimated fee amounts without written authorization from you.

[2] Subconsultant estimated include 15% markup for Chazen's administrative efforts.

[3] Projected start and end dates are subject to change and are based on date from authorization to proceed. Because certain aspects of the project are outside of Chazen's control (e.g., review agency schedules, actions, and approvals), Chazen cannot guarantee completion of the project within these proposed schedules.

[4] Rates for surveying services are based on the current New York State Department of Labor Prevailing Wage Rates and Supplemental Benefits for survey field staff.

Agreement

Authorization by the Town Supervisor below will be acceptable authorization to proceed. This is considered an extension of our existing contract for this project. If you have any questions or require additional information, please do not hesitate to contact me at 518-824-1932.

Authorized by: Steven Tommasone; Town Supervisor

By: _____ Date: December 11, 2020

Sincerely,

Richard M. Adams, PE, Project Manager, Municipal Engineering Services (Chazen)

Enclosures:

- Map, Plan and Report Special Improvement Area for Curry Road Sewer Improvements, July 30, 2020
- Proposed conditions map from the MPR

cc: Joe Lanaro, PE, VP Engineering Services (Via email only)

RESOLUTION NO. 301.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR EMERGENCY GENERATOR TANK REPLACEMENT COMPLIANCE ASSISTANCE

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, New York 12205, for professional engineering services relating to Emergency Generator Tank Replacement Compliance Assistance, in an amount not to exceed seven thousand and 00/100 ($7,000.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	August 9, 2024
TO:	Town Board
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Barton & Loguidice Agreement – Compliance Review for Emergency Generator Fuel Tank Replacement.
TOWN BOARD MEETING:	August 14, 2024
Background Information:	The Town is replacing and existing above ground 2,000-gallon single wall fuel tank with a new 2,000-gallon double wall tank for fuel containment at the Rice Road Wellfield.
Evaluation/Analysis:	Barton & Loguidice will perform a compliance review of the proposed new fuel system/tank that the Town would like to procure from Environmental & Fuel Systems, LLC, under State Contract, prior to award for a fee of $7,000.
Recommendation(s):	Approve Agreement between the Town and Barton & Loguidice for the compliance review.
Attachment/Document(s):	Barton & Loguidice letter dated 7-3-2024.
Compliance with Purchasing Policy:	Professional service.
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Barton & Loguidice

July 3, 2024

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

Re: Proposal for Professional Engineering Services
Town of Rotterdam Water Treatment Plant
Emergency Generator Tank Replacement Compliance Assistance
NYSDEC PBS No. 4-601758

File: 702.5090

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) appreciates the opportunity to provide the Town of Rotterdam (the Town) with this proposal for Professional Engineering Services to assist with a compliance review for the removal and replacement of the existing 2,000-gallon single wall, aboveground storage tank (AST) used to store diesel fuel for an emergency generator fuel supply, with a new 2,000-gallon double wall AST at the Water Treatment Plant located on 49 Rice Road, Schenectady, New York.

Based on our understanding of the project, the Town is requesting assistance with a compliance review of the proposed New York State (NYS) contract scope of work, submitted by Environmental & Fuel Systems, LLC (E&FS), prior to award of the project.

B&L will provide the following Scope of Engineering Services.

Scope of Engineering Services

<u>Compliance Review Phase (Lump Sum)</u>

- B&L will provide a third party review of the scope of work identified above to ensure compliance with local, state, and federal requirements. A compliance memorandum will be provided to the Town documenting our review of the scope of work, related to the following applicable codes, regulations, and design standards:

    - NYSDEC 6 NYCRR Part 613, Petroleum Bulk Storage.
    - Fire Code of New York State:
        - Chapter 12, Energy Systems.
        - Chapter 50, Hazardous Materials – General Provisions.
        - Chapter 57, Flammable and Combustible Liquids

10 Airline Drive, Suite 200, Albany, NY 12205 , Office: 518-218-1801 , Fax: 518-218-1805 , BartonandLoguidice.com

The experience to listen
The power to solve™

- National Fire Protection Association (NFPA):
  - Chapter 30, Flammable and Combustible Liquids Code.
  - Chapter 110, Standard for Emergency and Standby Power Systems.
- United States Environmental Protection Agency (USEPA):
  - 40 CFR Part 112, Oil Pollution Prevention Regulation.

- Prior to submission of our memorandum to the Town, we will conduct a meeting onsite to review the scope of work and existing site conditions, and to confirm our understanding of the project.

As-Needed Consulting Assistance (Time & Expense)

- Based on our experience gained working with municipal entities on similarly procured projects, we recommend the addition of this as-needed consulting assistance phase to be utilized upon request for miscellaneous consulting assistance items that may come up during completion of the project. Such items may include attendance at meetings, equipment questions, construction and field change coordination, etc. As the scope of this task is undefined at this time, we recommend an initial budget of $3,000 to be utilized as needed.

Technical Assumptions

- Attendance at additional meetings beyond the meeting described herein will be provided on a time and expense basis in addition to the fee estimate below.
- Project deliverables will be provided electronically in PDF file format submitted via email.
- Any NYSDEC fees related to registration of the tank(s) is the responsibility of the Owner and is not included in the fee estimate herein. Typically, this fee is $500 or less.
- We have assumed that our review of Contract Documents is limited to NYS contractor scope of work submitted on by E&FS.

Fee Estimate and Schedule

B&L proposes to provide the above described scope of engineering services in accordance with the fee schedule below. The as-needed time and expense task will be invoiced in accordance with our current Standard Billing Rates in effect when the work is performed. Total fee would be $7,000.

Project Task	Estimated Fee Schedule
Compliance Review Phase (Lump Sum)	$ 4,000
As-Needed Consulting Assistance (Time & Expense)	$ 3,000

We will work diligently to meet the Town's project schedule. If additional services are requested beyond the Scope of Services described herein, those services will be provided on a time and expense basis.

Please contact Don Fletcher or Josh Thomas if you wish to discuss the Scope of Services presented above or to clarify our approach. If this proposal meets with your approval, please countersign below and submit one (1) copy for our records.

We appreciate the opportunity to be of continued service to the Town on this project.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Executive Vice President

Joshua R. Thomas, P.E.
Project Engineer

JRT/tlh

Attachment

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, Supervisor
Town of Rotterdam

Date

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

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

1.0 Basic Agreement

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

2.0 General Considerations

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

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

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

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

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

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

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

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

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

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

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

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

3.0 Payment for Services

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

4.0 Additional Services

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

5.0 Dispute Resolution

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

6.0 Accrual of Claims

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

7.0 Controlling Law

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

8.0 Successors, Assigns, and Beneficiaries

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

9.0 Termination

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

10.0 Total Agreement/Severability

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

RESOLUTION NO. 302.24

TO AUTHORIZE THE RELEASE OF FINAL PAYMENT OF RETAINAGE AND EXECUTE ALL CLOSEOUT DOCUMENTS TO BUBONIA HOLDING CORP. FOR THE 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 execute all documents for the release of retainage and issue final payment to Bubonia Holding Corp., located at 18 West Albany Drive, Albany, New York 12205, for the Generator Building Modifications, in the total amount, not to exceed two thousand three hundred ninety-four and 50/100 dollars ($2,394.50).

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	July 30, 2024
TO:	Mollie Collins – Town Supervisor
FROM:	Fred Mastroianni, P.E. – Town Consultant Engineer
CC:	Alison Grace-Comptroller
TITLE OF REQUEST:	Authorize the release of final payment of retainage and close out paper work for Generator Building Modifications at the Water Treatment Plant.
TOWN BOARD MEETING:	August 14, 2024
Background Information:	Bubonia Holding Corp. is the Contractor for the Generator Building Modifications which involved the removal of concrete blocks and bricks to create an opening for installation of a garage door.
Evaluation/Analysis:	Project is complete. Retainage release needs to be authorized by the Town Board in order to issue final payment to the contractor.
Recommendation(s):	Authorize the Supervisor and/or the Town Comptroller to execute all documents necessary to release retainage and issue Final Payment to Bubonia Holding Corp.
Attachment/Document(s):	Bubonia Holding Corp. Invoice and Voucher.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

VOUCHER NO.

TOWN OF ROTTERDAM
Voucher
1100 Sunrise Boulevard
Rotterdam, NY 12306

DEPARTMENT W5

CLAIMANT'S NAME AND ADDRESS

Bubonia Holding Corp.
18 West Albany Drive
Albany, NY 12205

Terms _____
Vendor's
Ref. No. _____

VENDOR NO. _____
ABSTRACT NO. _____

DO NOT WRITE IN THIS BOX			
Purchase Order No.	Fund-Appropriation	Amount	
		$2,394	50
TOTAL		$2,394	50

Dates	Quantity	Description of Materials or Services	Unit Price	Amount	
6 30 24		Application #2 Generator Building Modifications Service thru 6/30/24		$2,394	50
		(See instructions on Reverse Side)	TOTAL	$2,394.50	
			CHECK #		

CLAIMANT'S CERTIFICATION

I, _____, certify that the above account in the amount of $_____ 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 SIGNATURE TITLE

(Space below for Municipal Use)

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

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO:	PROJECT:	APPLICATION NO:	2	DISTRIBUTION TO:
Town of Rotterdam	Generator Building	PERIOD TO:	6/30/2024	☐ OWNER
1100 Sunrise Blvd.	49 Rice Road			☐ ARCHITECT
Rotterdam, NY 12306	Rotterdam, NY			☐ CONTRACTOR
From:	CONTRACT FOR:	CONTRACT DATE:	4/15/2024	☐
Bubonia Holding Corp.	Modifications Project			☐
18 West Albany Drive				
Albany, New York 12205				

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....$			47,890.00
2. Net change by Change Orders.....			0.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....			47,890.00
4. TOTAL COMPLETED & STORED TO DATE.....			47,890.00
(Column G on G703)			
5. RETAINAGE:			
a. Completed Work %	0%	0.00	
(Columns D + E on G703)			
b. Stored Material %		0.00	
(Column F on G703)			
Total Retainage (Line 5a + 5b or			
Total in Column I of G703.....			0.00
6. TOTAL EARNED LESS RETAINAGE.....			47,890.00
(Line 4 less Line 5 Total)			
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT			
(Line 6 from prior Certificate.....			45,495.50
8. CURRENT PAYMENT DUE			2,394.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE			
(Line 3 less Line 6)			0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	
Total approved this Month	0.00	
TOTALS	0.00	
NET CHANGES by Change Order	0.00	

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

CONTRACTOR: **Bubonia Holding Corp.**

By: _____ Date: July 1, 2024

State of: New York
County of: Albany
Subscribed and sworn to before
me this 1 day of July 2024

Morris C. Warner, Jr.
Notary Public, State of New York
Qualified in Albany County Commission Expires: **2/28/2026**

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... $

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

ARCHITECT:

By: _____ Date: _____

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

TOWN OF ROTTERDAM
PUBLIC WORKS

JUL 26 2024

RECEIVED

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 6/30/2024
PERIOD TO: 6/30/2024

Town of Rotterdam
Generator Building Modifications

(24-03)

A	B	C	D	E	F	G		H	I
			WORK COMPLETED		MATERIALS	TOTAL		BALANCE	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E	COMPLETED & STORED TO DATE (D + E + F)	% (G div. by C)	TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
	Demolition and Disposal of Materials	16,090.00	16,090.00	16,090.00	0.00	16,090.00	100%	0.00	0.00
	Masonry and Steel Modifications	30,000.00	30,000.00	30,000.00	0.00	30,000.00	100%	0.00	0.00
	Mobilization	1,800.00	1,800.00	1,800.00	0.00	1,800.00	100%	0.00	0.00
	Page TOTALS	47,890.00	47,890.00	47,890.00	0.00	47,890.00	100%	0.00	0.00

RESOLUTION NO. 303.24

TO AUTHORIZE THE RELEASE OF FINAL PAYMENT OF RETAINAGE AND EXECUTE ALL CLOSEOUT DOCUMENTS TO DAVID FRUEH CONTRACTING LLC FOR THE BABE RUTH BUILDING ABATEMENT AND DEMOLITION

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute all documents for the release of retainage and issue final payment to David Frueh Contracting LLC, located at PO Box 183, Glenmont, New York 12077, for the Babe Ruth Building Abatement and Demolition, in the total amount, not to exceed three thousand sixty two and 50/100 dollars ($3,062.50).

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	July 8, 2024
TO:	Mollie Collins – Town Supervisor
FROM:	Fred Mastroianni, P.E. – Town Consultant Engineer
TITLE OF REQUEST:	Authorize the release of final payment of retainage for Rotterdam Babe Ruth Abatement & Demolition at 912 Poutre Avenue
TOWN BOARD MEETING:	August 14, 2024
Background Information:	David Frueh Contracting LLC is the contractor for the Babe Ruth building located at 912 Poutre Avenue and are requesting release of retainage.
Evaluation/Analysis:	Project is complete. Retainage release needs to be authorized by the Town Board in order to issue final payment to the contractor.
Recommendation(s):	Authorize the Supervisor and/or the Town Comptroller to execute all documents necessary to release retainage and issue Final Payment to David Frueh Contracting LLC in the amount of $3,062.50.
Attachment/Document(s):	Payment Application and Voucher.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

David Frueh Contracting LLC (DFC)
PO Box 183
Glenmont, NY 12077

Ph 518 767-0090
Cell 518 365-2787
FRUEHBROS.COM

(Final) Invoice

TO: Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306

C/O Fred C, Mastroianni, PE
Town Consultant Engineer

Date: 7/9/24

RE: Invoice
Contract #1
Babe Ruth Abatement & Demolition

From: Michael Frueh

Worked Completed:

Contracted work	$ 58,750.00
Change Order # 1	$ 2,500.00
Total	$ 61,250.00
Total received to date (2 checks)	--($58,187.50)
	$ 3,062.50
Amount Due	$ 3,062.50

Thank You For Your Business.

RECEIVED
JUL 09 2024
TOWN OF ROTTERDAM
PUBLIC WORKS

RESOLUTION NO. 304.24

TO NEGOTIATE AND EXECUTE AGREEMENTS WITH CUMMINS SALES AND SERVICE FOR PUMP STATION AND TOWN BUILDINGS GENERATOR MAINTENANCE SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute two agreements with Cummins Sales and Service, located at 101 Railroad Avenue Albany**,** NY 12205, for service maintenance of generators for the Pump Stations and Town Buildings, for a two-year term, in the amount not to exceed sixteen thousand seven hundred forty three and 36/100 ($16,743.36) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	July 29, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Senior Building Inspector JK
TITLE OF REQUEST:	Authorize Supervisor to enter into a Two (2) Year Maintenance Agreement – Generators
TOWN BOARD MEETING:	August 14, 2024
Background Information:	The Town has utilized Cummins Sales and Service to service its generators. Cummins Sales and Service has been the sole provider of this service of recent.
Evaluation/Analysis:	The Generator Maintenance is up for renewal for the Pump Stations and Town Buidlings. Attached is two quotes for the next 2 years. Contract amount not to exceed a combined total of $16,743.36.
Recommendation(s):	Authorize Supervisor to sign the Cummins Sales and Service Planned Equipment Maintenance Agreement.
Attachment/Document(s):	Cummins Sales and Services Planned Maintenance Proposal dated July 11, 2024.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Cummins Sales and Service

ALBANY NY BRANCH
101 RAILROAD AVENUE
ALBANY, NY 12205
Phone: 518-459-1710

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
TOWN OF ROTTERDAM WATER T DPW 1100 SUNRISE BLVD Rotterdam, NY 12306	Contact: Phone: Fax: Cust Id:	Justin Peterson 518 3783442 518 393-4594 513424	Quote Date: Quote Expires: Quote Num: Quoted By: Quote Term:	11-JUL-24 30-SEP-24 228256 Kathleen A Pugliese 2 Year(s)

Site Information

1	TOWN OF ROTTERDAM	49 RICE RD	ROTTERDAM	NY	12306
2	DUNSVILLE GOLUB	1699 GOLUB WAREHOUSE ROAD	SCHENECTADY	NY	12306
3	HELDERBERG#1	200 STEEPLE WAY	ROTTERDAM	NY	12306
4	ROTTERDAM JUNCTION	1214 MAIN ST	ROTTERDAM JUNCTION	NY	12150
5	4TH STREET PUMP STATION	4TH ST	ROTTERDAM	NY	12306
6	KINGS RD	KINGS RD	ROTTERDAM	NY	12306
7	HIGHBRIDGE PS	HIGHBRIDGE PS	ROTTERDAM	NY	12306

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	CAMPBELL RD #	MTU	50PGC6NLT1	50 PGC6NLT1	366012-1-11013	ST
1	CURRY RD	ONAN	GENSET	20.0 GGDB	K000170286	ST
1	HELDERBERG #2	OLYMPIAN	GEN SET	25KW G25LTA2	GXA00283	ST
1	POLICE DEPT	KOHLER	GEN SET	45KW ROZ81	581325A8	ST
1	WHITE BIRCH M	OLYMPIAN	GEN SET	G12U3	OLY 00000ENGGZ0	ST
1	WPT RICE RD	CAT	GEN SET	1000KW SR-4 3508	5UA01040	ST
2	DUNSVILLE GOL	ONAN	GENSET	35.0 GGFD	D020354455	ST
3	HELDERBERG #1	OLYMPIAN	GEN SET	80KW G80LTA2	GVB00299	ST
4	ROTTERDAM JU	KOHLER	GEN SET	100KW RZ272	295947	ST
5	4TH ST PS	GENERAC	GEN SET	SD30	3002259924	ST
6	KINGS RD	KOHLER	GEN SET	20REOZK	339NGMJC0007	ST
7	HIGHBRIDGE PS	KOHLER	GEN SET	20REOZK	339NGMJC0006	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	CAMPBELL RD #4	FULL SERVICE	2	395.70	791.40
		INSPECTION	2	210.22	420.44
1	CURRY RD	FULL SERVICE	2	261.06	522.12
		INSPECTION	2	157.66	315.32
1	HELDERBERG #2	FULL SERVICE	2	310.75	621.50
		INSPECTION	2	157.66	315.32
1	POLICE DEPT	FULL SERVICE	2	570.50	1,141.00
		INSPECTION	2	329.50	659.00
1	WHITE BIRCH MEA	FULL SERVICE	2	261.82	523.64
		INSPECTION	2	157.66	315.32
1	WPT RICE RD	FULL SERVICE	2	1,593.06	3,186.12

Sales and Service

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
TOWN OF ROTTERDAM WATER T DPW 1100 SUNRISE BLVD Rotterdam, NY 12306	Contact: Phone: Fax: Cust Id:	Justin Peterson 518 3783442 518 393-4594 513424	Quote Date: Quote Expires: Quote Num: Quoted By: Quote Term:	11-JUL-24 30-SEP-24 228256 Kathleen A Pugliese 2 Year(s)

1	WPT RICE RD	INSPECTION	2	317.96	635.92
2	DUNSVILLE GOLUB	FULL SERVICE	2	333.24	666.48
		INSPECTION	2	157.66	315.32
3	HELDERBERG #1	FULL SERVICE	2	444.12	888.24
		INSPECTION	2	213.88	427.76
4	ROTTERDAM JUNCT	FULL SERVICE	2	427.50	855.00
		INSPECTION	2	263.50	527.00
5	4TH ST PS	FULL SERVICE	2	318.00	636.00
		INSPECTION	2	148.12	296.24
6	KINGS RD	FULL SERVICE	2	257.78	515.56
		INSPECTION	2	153.72	307.44
7	HIGHBRIDGE PS	FULL SERVICE	2	257.78	515.56
		INSPECTION	2	153.72	307.44

2 Year Generator Planned Equipment Maintenance Quote

Based on previous PM schedule the next service is tentatively scheduled for:

Full Services: August 2024 & 2025
Inspections: February 2025 & 2026

To continue your services without interruption, please sign the agreement and return to:
Kathleen Pugliese
Kathleen.Pugliese@cummins.com
Phone # 267-552-6852

Payment Info

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO#_____

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:
P.O. Box 772639
Detroit, MI 48277-2639

Sales and Service

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
TOWN OF ROTTERDAM WATER T DPW 1100 SUNRISE BLVD Rotterdam, NY 12306	Contact:	Justin Peterson	Quote Date:	11-JUL-24
	Phone:	518 3783442	Quote Expires:	30-SEP-24
	Fax:	518 393-4594	Quote Num:	228256
	Cust Id:	513424	Quoted By:	Kathleen A Pugliese
			Quote Term:	2 Year(s)

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

For any questions regarding your account or additional sales opportunities:
John Pecori
Territory Manager Albany/ Syracuse, NY
Mobile: 518-915-5846
john.pecori@cummins.com

Standard Agreement Amount	**$15,705.14**
Proposal Total	**$15,705.14**

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval	CUMMINS INC
Signature:_____	Signature:_____
Date:_____	Date:_____

ALBANY NY BRANCH
101 RAILROAD AVENUE
ALBANY, NY 12205
Phone: 518-459-1710

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
TOWN OF ROTTERDAM WATER T DPW 1100 SUNRISE BLVD Rotterdam, NY 12306	Contact: Phone: Fax: Cust Id:	Tammy Whelan 518 355-7575 518 393-4594 513424	Quote Date: Quote Expires: Quote Num: Quoted By: Quote Term:	08-AUG-24 08-NOV-24 230603 Kathleen A Pugliese 2 Year(s)

Site Information

1	GULLOTT COUNTY	123 GULLOTT DRIVE	ROTTERDAM	NY	12306

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	GULLOTT DR	ONAN	GENSET	C20N6	E180360302	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	GULLOTT DR	FULL SERVICE	2	331.20	662.40
		INSPECTION	2	187.91	375.82

Generator Planned Equipment Maintenance Quote

Based on previous PM schedule the next service is tentatively scheduled for:

Inspections: February 2025 & 2026
Full Service: August 2025 & 2026 including oil sampling

To continue your services without interruption, please sign the agreement and return to:
Kathleen Pugliese
Kathleen.Pugliese@cummins.com
Phone # 267-552-6852

Payment Info

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO#_____

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:
P.O. Box 772639
Detroit, MI 48277-2639

Sales and Service

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
TOWN OF ROTTERDAM WATER T DPW 1100 SUNRISE BLVD Rotterdam, NY 12306	Contact: Phone: Fax: Cust Id:	Tammy Whelan 518 355-7575 518 393-4594 513424	Quote Date: Quote Expires: Quote Num: Quoted By: Quote Term:	08-AUG-24 08-NOV-24 230603 Kathleen A Pugliese 2 Year(s)

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

For any questions regarding your account or additional sales opportunities:
John Pecori
Territory Manager Albany/ Syracuse, NY
Mobile: 518-915-5846
john.pecori@cummins.com

Standard Agreement Amount	**$1,038.22**
Proposal Total	**$1,038.22**

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval	CUMMINS INC
Signature:_____	Signature:_____
Date:_____	Date:_____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ('Terms and Conditions'), together with the quote on the front side ('Quote') and the scope of services, are hereinafter collectively referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ('Quote Validation Period'). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER?S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.
NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the ('Claims'), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. TERMINATION FOR DEFAULT. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

9. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

10. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

12. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins? property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

15. ON-CALL SERVICES. Upon Customer?s request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

16. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ('Performance Date') due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

17. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Scope of Services

Generator
Planned Equipment Maintenance

INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER
- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM
- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM
- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM
- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES
- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS
- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS
- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH
- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)
- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)
- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS
- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE
- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

RESOLUTION NO. 305.24

AUTHORIZE THE SUPERVISOR TO EXECUTE ALL DOCUMENTS FOR THE ACCEPTANCE OF ±34 ACRES OF PROPERTY LOCATED BOTH THE EAST AND WEST SIDE OF LEGGERIO LANE FROM THE NYS OFFICE OF GENERAL SERVICES

WHEREAS, The Town of Rotterdam was contacted by the NYS Office of General Services ("OGS") regarding the proposed transfer by OGS to the Town of Rotterdam of surplus property known as Tax Parcel #12.00-4-21.1 located both the east and west side of Leggierio Lane in Rotterdam Junction; and

WHEREAS, the Town Board unanimously supported the acquisition of this property as expressed in Resolution 168.22 adopted on May 11, 2022; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute all documents on behalf of the Town regarding acceptance of Tax Parcel #12.00-4-21.1, located both the east and west side of Leggerio Lane.

SECTION 2. This resolution shall become effective August 14, 2024

DATED: August 14, 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:	May 3, 2022
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Sr. Planner
TITLE OF REQUEST:	Acquisition of ±30 acres surplus property from the NYS Office of General Services in Rotterdam Junction.
TOWN BOARD MEETING:	May 11, 2022
Background Information:	The Town of Rotterdam was contacted by the NYS Office of General Services (OGS) regarding surplus property owned by New York State. As part of the NYS Empire State Trail construction project, OGS was contacted by NYSDOT concerning the temporary use of this property for tunnel improvements.
Evaluation/Analysis:	The property is abandoned Erie Canal Lands and contains mainly wetlands and ponds that are utilized for passive recreation by residents in the area. It is known as Tax Parcel #12.00-4-21.1 and is located both the east and west side of Leggerio Lane.
Recommendation(s):	The Town Board should authorize the Town Supervisor to execute all documents on behalf of the Town regarding acceptance of this property upon review and approval by the Attorney for the Town.
Attachment/Document(s):	Original Survey map of the abandoned Canal Lands Schenectady County GIS Mapping of the property.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town / Supervisor's Office

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 168.22

SURPLUS PROPERTY FROM THE NYS OFFICE OF GENERAL SERVICES

WHEREAS, The Town of Rotterdam was contacted by the NYS Office of General Services ("OGS") regarding the proposed transfer by OGS to the Town of Rotterdam of surplus property known as Tax Parcel #12.00-4-21.1 located both the east and west side of Leggierio Lane in Rotterdam Junction;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS

SECTION 1. The Town Board hereby expresses its support for the Town's acquisition of the subject property from OGS and authorizes the Town Supervisor to coordinate with OGS and to pursue consummation of the proposed transaction, subject to further Town Board approval.

SECTION 2. This resolution shall become effective May 11, 2022

DATED: May 11, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.

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

Diane M. Marco

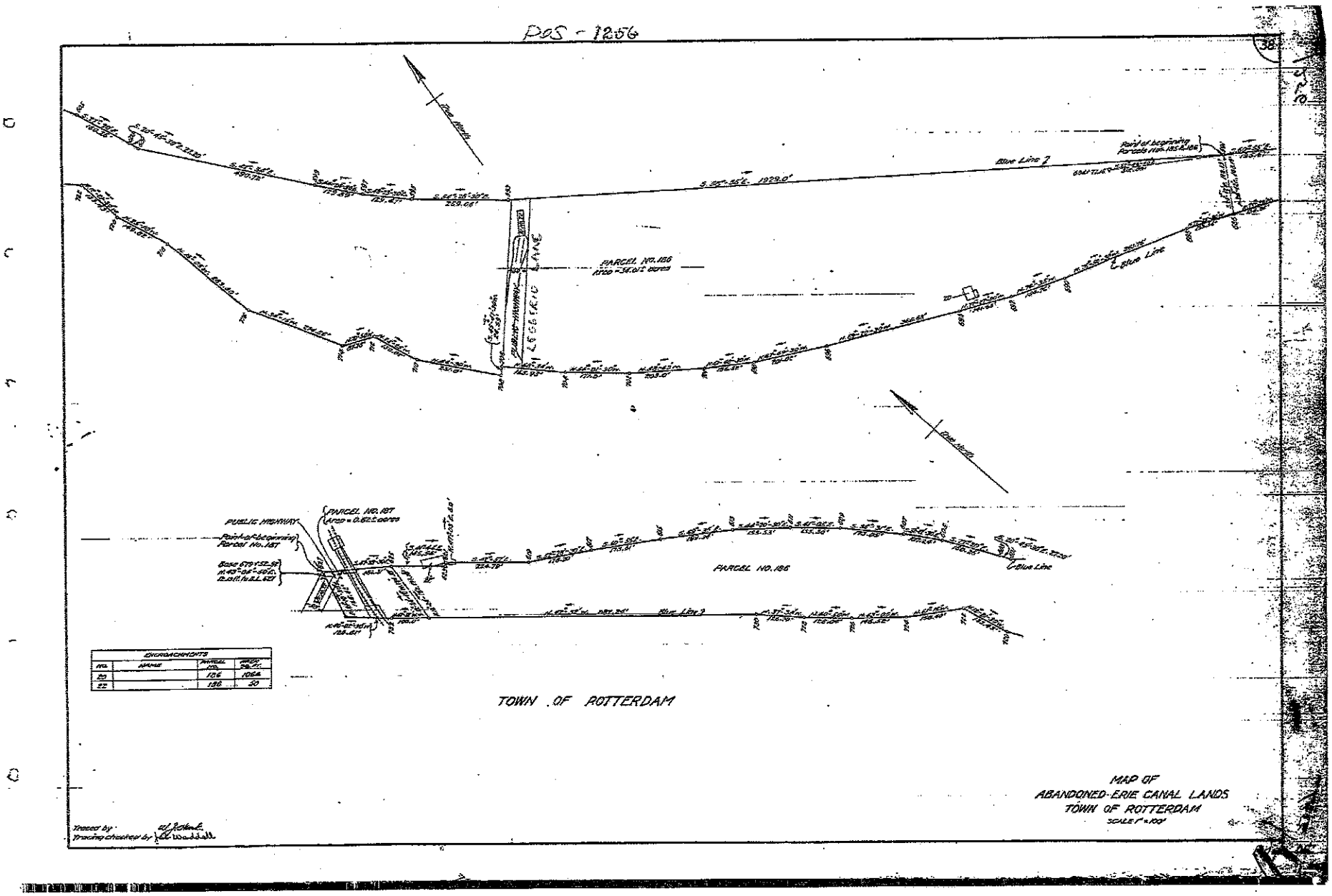
Diane M. Marco, Town Clerk

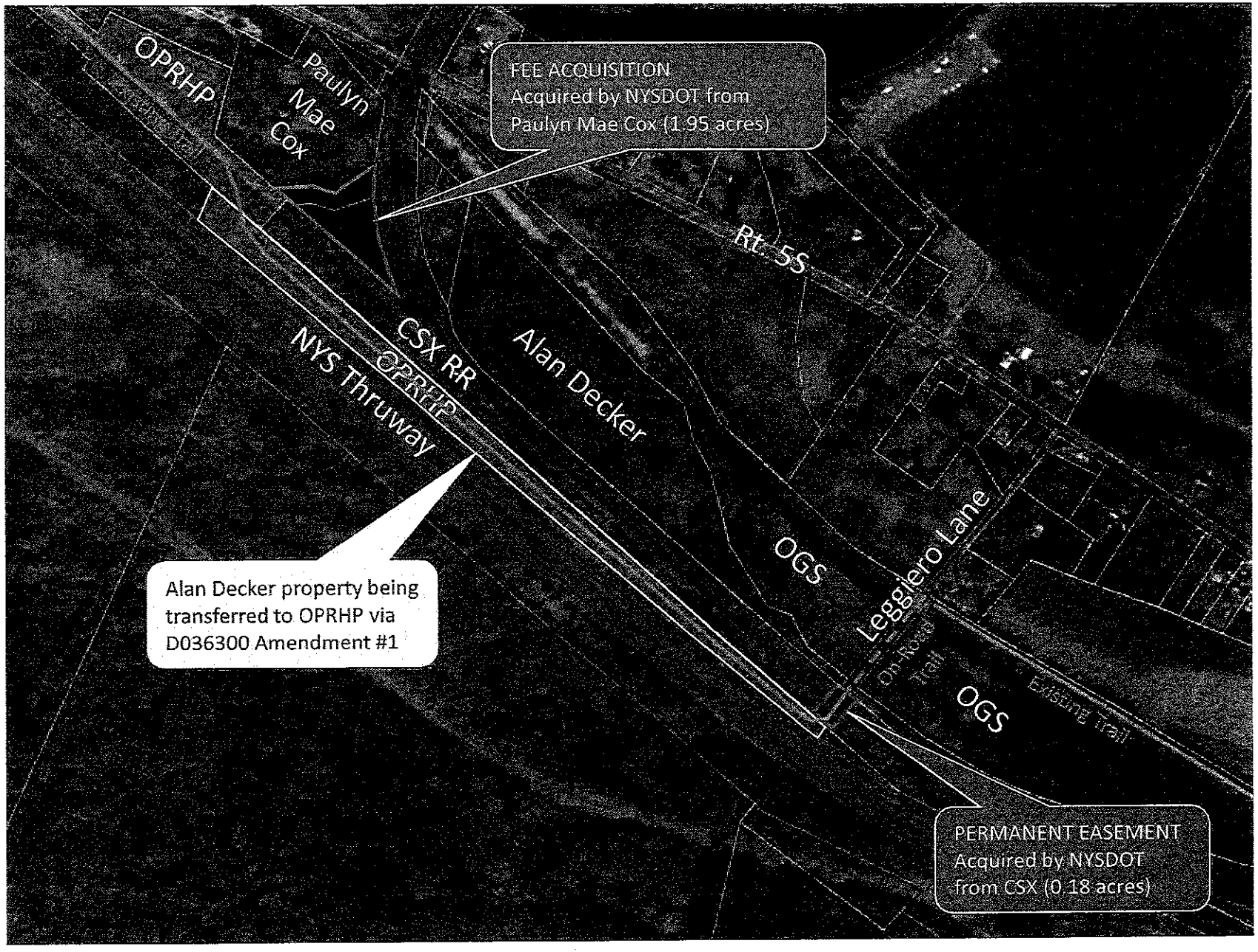
TOWN OF ROTTERDAM

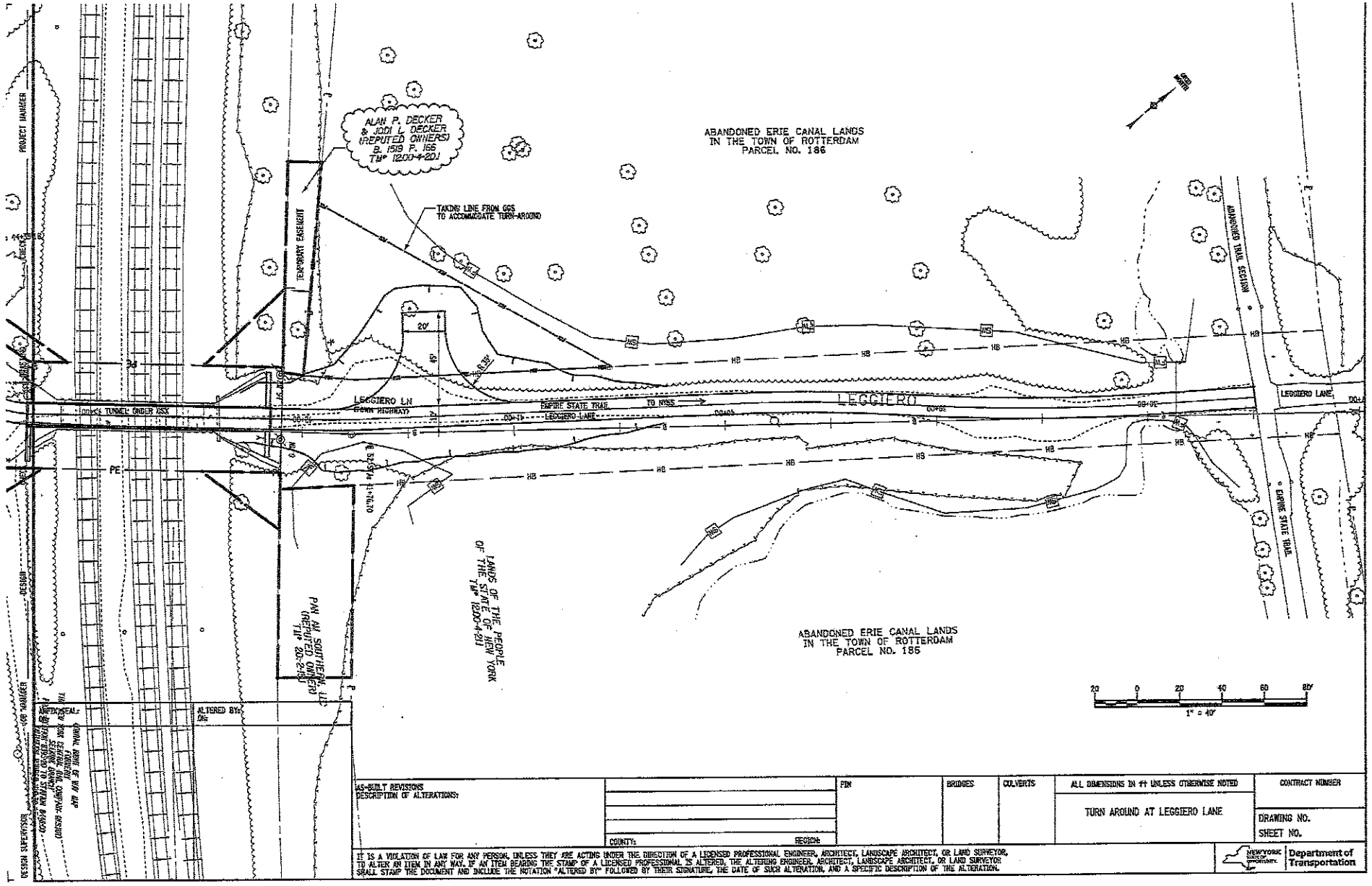
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FROM:	Peter Comenzo – Sr. Planner
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Evaluation/Analysis:	The property is abandoned Erie Canal Lands and contains mainly wetlands and ponds that are utilized for passive recreation by residents in the area. It is known as Tax Parcel #12.00-4-21.1 and is located both the east and west side of Leggerio Lane.
Recommendation(s):	The Town Board should authorize the Town Supervisor to execute all documents on behalf of the Town regarding acceptance of this property upon review and approval by the Attorney for the Town.
Attachment/Document(s):	Original Survey map of the abandoned Canal Lands Schenectady County GIS Mapping of the property.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town / Supervisor's Office


POS - 1256
38
PARCEL NO. 186
PARCEL NO. 187
PUBLIC HIGHWAY
Point of beginning Parcel No. 187
Blue Line 7
Blue Line 8
Blue Line 9
ENCROACHMENTS
TOWN OF ROTTERDAM
MAP OF
ABANDONED-ERIE CANAL LANDS
TOWN OF ROTTERDAM
SCALE 1" = 100'


OPRHP
Paulyn Mae Cox
FEE ACQUISITION
Acquired by NYSDOT from
Paulyn Mae Cox (1.95 acres)
Rt. 55
CSX RR
OPRHP
NYS Thruway
Alan Decker
OGS
Leggiero Lane
On Road Trail
Existing Trail
OGS
Alan Decker property being transferred to OPRHP via D036300 Amendment #1
PERMANENT EASEMENT
Acquired by NYSDOT
from CSX (0.18 acres)


ALAN P. DECKER
& JODI L. DECKER
(REPUTED OWNERS)
L. 1519 P. 166
TM# 120.0-4-20.1
TAKING LINE FROM GGS
TO ACCOMMODATE TURN-AROUND
TEMPORARY EASEMENT
ABANDONED ERIE CANAL LANDS
IN THE TOWN OF ROTTERDAM
PARCEL NO. 186
ABANDONED TRAIL SECTION
LEGGIERO LN
TOWN HIGHWAY
LEGGIERO
LEGGIERO LANE
EMPIRE STATE TRAIL
TO NYSS
Jonk's TUNNEL UNDER NSX
PROJECT DATUM
DESIGN
DESIGN SUPERVISOR
PE
LANDS OF THE PEOPLE
OF THE STATE OF NEW YORK
TM# 120.0-4-21.1
PAN AM SOUTHERN LLC
(REPUTED OWNER)
TM# 203-2-19.1
ABANDONED ERIE CANAL LANDS
IN THE TOWN OF ROTTERDAM
PARCEL NO. 185
1" = 40'
AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:
ALTERED BY:
DATE:
COUNTY:
REGION:
FIN
BRIDGES
CULVERTS
ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED
TURN AROUND AT LEGGIERO LANE
CONTRACT NUMBER
DRAWING NO.
SHEET NO.
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.
NEW YORK STATE OF OPPORTUNITY.
Department of Transportation

NEW YORK STATE | Office of General Services

KATHY HOCHUL
Governor

JEANETTE M. MOY
Commissioner

July 18, 2024

Courtney E. Heinel, Esq.
Roemer Wallens Gold & Mineaux LLP
13 Columbia Circle
Albany, New York 12203

Re: State to the Town of Rotterdam
Town of Rotterdam, Schenectady County – UPL01941

Dear Ms. Heinel:

Enclosed is the executed Letters Patent for the transfer of land located in the Town of Rotterdam, County of Schenectady to the Town of Rotterdam. The Letters Patent was recorded in the Department of State in Albany, New York on Jully 12, 2024 in Book of Patents No. 127 at page 31.

I have also enclosed forms RP-5217 and TP-584, which have been executed by this office, for your use in local recording of the Letters Patent in the Schenectady County Clerk's Office. Please review the forms and add any missing information prior to execution.

Thank you for your patience and cooperation.

Very truly yours,

Frank Pallante

Frank Pallante
Associate Attorney

Enclosures

RECEIVED JUL 22 REC'D

THE PEOPLE OF THE STATE OF NEW YORK, BY THE GRACE OF GOD, FREE AND INDEPENDENT

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, **That**, pursuant to Section 34 of the Public Lands Law and Findings of the Commissioner of General Services dated May 30, 2024 and in consideration of the sum of One Dollar ($1.00), paid by the Town of Rotterdam, a municipal corporation, having its principal office and place of business at 1100 Sunrise Boulevard, Rotterdam, New York 12306, we have granted and conveyed and by these presents do hereby grant and convey to the Town of Rotterdam, its successors and assigns forever, all the right, title and interest of the People of the State of New York in and to the following described premises:

All those pieces or parcels of Erie Canal Lands abandoned on August 6, 1919, situate, lying and being in the Town of Rotterdam, County of Schenectady, State of New York, more particularly bounded and described as follows:

Parcel No. 186

Beginning at Blue Line Point No. 591 in the northerly Blue Line of the Erie Canal lands, said point also being the northeasterly corner of abandoned Erie Canal lands, Parcel No. 186, and the northwesterly corner of abandoned Erie Canal lands, Parcel No. 185; thence South 24°42'00" West along said division line a distance of 168.19 to Blue Line Point No. 686 in the southerly Blue Line, thence westerly along the southerly Blue Line the following twenty-three (23) courses:

1. North 72°25'30" West a distance of 133.56 feet to Blue Line Point No. 688;
2. North 76°50'30" West a distance of 361.76 feet to Blue Line Point No. 690;
3. North 74°35'00" West a distance of 154.76 feet to Blue Line Point No. 692;
4. North 72°27'30" West a distance of 141.63 feet to Blue Line Point No. 694;
5. North 69°20'30" West a distance of 365.68 feet to Blue Line Point No. 696;
6. North 67°49'30" West a distance of 201.02 feet to Blue Line Point No. 698;
7. North 61°48'30" West a distance of 136.52 feet to Blue Line Point No. 700;
8. North 58°43'00" West a distance of 203.00 feet to Blue Line Point No. 702;
9. North 54°01'30" West a distance of 171.00 feet to Blue Line Point No. 704;
10. North 48°34'00" West a distance of 165.93 feet to Blue Line Point No. 706;
11. South 45°47'30" West a distance of 24.59 feet to Blue Line Point No. 708;
12. North 44°30'00" West a distance of 231.00 feet to Blue Line Point No. 710;
13. North 25°25'00" West a distance of 130.02 feet to Blue Line Point No. 712;
14. North 70°50'00" West a distance of 87.78 feet to Blue Line Point No. 714;

15. North 34°15'00" West a distance of 274.56 feet to Blue Line Point No. 716;
16. North 15°05'00" West a distance of 283.80 feet to Blue Line Point No. 718;
17. North 25°10'00" West a distance of 149.82 feet to Blue Line Point No. 720;
18. North 12°21'30" West a distance of 133.43 feet to Blue Line Point No. 722;
19. North 51°15'00" West a distance of 158.40 feet to Blue Line Point No. 724;
20. North 43°05'00" West a distance of 146.52 feet to Blue Line Point No. 726;
21. North 40°50'00" West a distance of 128.04 feet to Blue Line Point No. 728;
22. North 37°38'00" West a distance of 126.70 feet to Blue Line Point No. 730; and
23. North 42°32'00" West a distance of 882.24 feet to the southeasterly corner of abandoned Erie Canal lands, Parcel No 187, said point being South 42°32'00" East a distance of 100.00 feet from Blue Line Point No 732; thence North 12°24'10" East along the easterly line of Erie Canal lands, Parcel No 187 a distance of 174.18 feet to Blue Line Point No. 625 on the northerly Blue Line of the abandoned Erie Canal; thence easterly along said northerly Blue Line of the Erie Canal the following seventeen (17) courses:

1. South 41°44'00" East a distance of 145.54 feet to Blue Line Point No. 623;
2. North 47°03'00" East a distance of 8.00 feet to Blue Line Point No. 621;
3. South 42°57'00" East a distance of 224.79 feet to Blue Line Point No. 619;
4. South 52°28'30" East a distance of 178.20 feet to Blue Line Point No. 617;
5. South 50°55'00" East a distance of 178.61 feet to Blue Line Point No. 615;
6. South 49°35'00" East a distance of 199.34 feet to Blue Line Point No. 613;
7. South 44°20'30" East a distance of 153.53 feet to Blue Line Point No. 611;
8. South 41°05'00" East a distance of 133.38 feet to Blue Line Point No. 609;
9. South 36°31'00" East a distance of 173.05 feet to Blue Line Point No. 607;
10. South 32°22'30" East a distance of 107.24 feet to Blue Line Point No. 605;
11. South 27°20'00" East a distance of 160.26 feet to Blue Line Point No. 603;
12. South 20°45'30" East a distance of 27.20 feet to Blue Line Point No. 601;
13. South 42°34'00" East a distance of 490.72 feet to Blue Line Point No. 599;
14. South 44°24'30" East a distance of 129.89 feet to Blue Line Point No. 597;
15. South 48°23'30" East a distance of 129.47 feet to Blue Line Point No. 595;
16. South 54°26'30" East a distance of 259.06 feet to Blue Line Point No. 593; and
17. South 58°35'00" East a distance of 1929.00 to the point or place of beginning.

Containing 34.01 acres of land more or less.

Being Parcel No. 186 as shown on a map entitled "Map of Abandoned Erie Canal Lands in the Town of Rotterdam" dated August 5, 1919 and filed as Department of State as Map No. 1256.

Remaining Parcel No. 187

Also, all that remaining portion of Parcel No. 187, which is shown in its entirety on a map entitled "Map of Abandoned Erie Canal Lands in the Town of Rotterdam"

dated August 5, 1919 and filed as Department of State as Map No. 1256 and more particularly bounded and described as follows:

Beginning at Blue Line Point No. 625 in the northerly Blue Line of the Erie Canal lands, said point being the northwesterly corner of abandoned Erie Canal lands, Parcel No. 186; thence South 12°24'10" West along said division line a distance of 174.18 feet to a point on the southerly Blue Line of the Erie Canal, said point being South 42°32'00" East a distance of 100.00 feet from Blue Line Point No 732; thence North 42°32'00" West along said southerly Blue Line a distance of 60.18 feet to the southeasterly corner of lands granted to The New York Central Railroad Company on December 14, 1922 and recorded in Book 59 of Patents at page 278; thence North 16°48'35" East along the easterly line of said The New York Central Railroad Company a distance of 161.38 to a point on the aforementioned northerly Blue Line of the Erie Canal; thence South 47°33'30" East a distance of 42.58 feet to the point or place of beginning.

Containing 7,387 square feet of lands more or less.

SUBJECT to any covenants, conditions, restrictions, easements and right-of-way, if any, contained in instruments of record affecting said premises so far as the same may now be in force and effect.

SUBJECT to the following terms, covenants and conditions:

1. The Town of Rotterdam, its successors and assigns, shall notify the New York State Office of Parks, Recreation and Historic Preservation in writing prior to undertaking any construction, alteration, remodeling, demolition, or other modification to structures or setting on the premises being conveyed that would affect the integrity and appearance of the Old Erie Canal Section – Rotterdam Junction and/or the New York State Barge Canal Historic District. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of the Old Erie Canal Section – Rotterdam Junction and/or New York State Barge Canal Historic District.

2. Within thirty (30) calendar days of receipt of notification provided by the Town of Rotterdam pursuant to paragraph 1 of this covenant, the New York State Office of Parks,

Recreation and Historic Preservation will respond to the Town of Rotterdam in the following manner:

(a) That the Town of Rotterdam may proceed with the proposed undertaking without further historic preservation consultations; or

(b) That the Town of Rotterdam must initiate and complete consultation with the New York State Office of Parks, Recreation and Historic Preservation before it can proceed with the proposed undertaking.

If the New York State Office of Parks, Recreation and Historic Preservation fails to respond to the Town of Rotterdam's written notice, as described in paragraph 1, within thirty (30) calendar days of the New York State Office of Parks, Recreation and Historic Preservation's receipt of the same, then the Town of Rotterdam may proceed with the proposed undertaking without further historic preservation consultations with the New York State Office of Parks, Recreation and Historic Preservation.

3. If the response provided to the Town of Rotterdam by the New York State Office of Parks, Recreation and Historic Preservation pursuant to paragraph 2 of this covenant requires consultation with that office, then all parties will so consult in good faith to arrive at mutually agreeable and appropriate measures that the Town of Rotterdam will avoid or minimize any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually agreeable measures, then the Town of Rotterdam shall undertake mitigation in the form of recordation for the concerned property in accordance with the Secretary of Interior's standards for recordation and any applicable State standards for recordation, or in accordance with such other standards to which the parties may mutually agree prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which the Town

of Rotterdam and the New York State Office of Parks, Recreation and Historic Preservation mutually agree, or any recordation that may be required, shall be carried out solely at the expense of the Town of Rotterdam.

4. The New York State Office of Parks, Recreation and Historic Preservation shall be permitted at all reasonable times to inspect the Old Erie Canal Section – Rotterdam Junction in order to ascertain its condition and to fulfill its responsibilities hereunder.

5. The failure of the New York State Office of Parks, Recreation and Historic Preservation to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

6. The covenant shall be a binding servitude upon the premises being conveyed and shall be deemed to run with the land.

These letters patent are issued, however, and this grant is made and accepted upon the conditions that the land granted herein shall be properly improved and maintained and continuously used by the Town of Rotterdam for a recreational, public bike path and park purposes related to such bike path, and if not so used, the title to said land shall revert to the People of the State of New York, and the Attorney General may institute an action in the Supreme Court for a judgment declaring a revesting of such title in the People of the State of New York.

TO HAVE AND TO HOLD the above described parcel unto the said Town of Rotterdam, its successors and assigns forever, subject to the aforesaid conditions.

IN WITNESS WHEREOF, our Commissioner of General Services has executed these letters patent in our name this 30th day of May, 2024

THE PEOPLE OF THE STATE OF NEW YORK

By: _____
Jeanette M. Moy
Commissioner of General Services

STATE OF NEW YORK
ss.:
DEPARTMENT OF STATE

I hereby certify that the Great Seal of the State of New York was hereto affixed on the 4th day of June, 2024

_____
Special Deputy Secretary of State

Approved as to form this 27th day of June, 2024

LETITIA JAMES
Attorney General

By: _____
Deputy Bureau Chief

TP-584 (9/19)

Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A – Information relating to conveyance

Grantor/Transferor

☐ Individual
☐ Corporation
☐ Partnership
☐ Estate/Trust
☐ Single member LLC
☐ Multi-member LLC
☒ Other

Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantor*): New York State Office of General Services

Social Security number (SSN):

Mailing address: 41st Floor, Corning Tower Building, Empire State Plaza

SSN:

City: Albany | State: NY | ZIP code: 12242

Employer Identification Number (EIN): 146013200

Single member's name if grantor is a single member LLC *(see instructions)*:

Single member EIN or SSN:

Grantee/Transferee

☐ Individual
☒ Corporation
☐ Partnership
☐ Estate/Trust
☐ Single member LLC
☐ Multi-member LLC
☐ Other

Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantee*): Town of Rotterdam

SSN:

Mailing address: 1100 Sunrise Blvd.

SSN:

City: Rotterdam | State: NY | ZIP code: 12306

EIN:

Single member's name if grantee is a single member LLC *(see instructions)*:

Single member EIN or SSN:

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
12.00-4.21-1	422800	Leggiero Lane	Rotterdam	Schenectady

Type of property conveyed *(mark an X in applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☒ Vacant land
5 ☐ Commercial/industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☐ Other _____

Date of conveyance: 07 (month) | 18 (day) | 2024 (year)

Percentage of real property conveyed which is residential real property _____ % *(see instructions)*

Condition of conveyance *(mark an X in all that apply)*

a. ☒ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☐ Leasehold grant
o. ☐ Conveyance of an easement
p. ☐ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part 3)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☐ Other *(describe)* _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 $		
	Schedule B, Part 2 $		

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, mark an X in the* Exemption claimed *box, enter consideration and proceed to Part 3)* ☐ **Exemption claimed**	1.	1 00
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	0
3	Taxable consideration *(subtract line 2 from line 1)*	3.	1 00
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)*	5.	
6	Total tax due* *(subtract line 5 from line 4)*	6.	

Part 2 – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from Part 1, line 1)*	1.	
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)*	2.	
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	

Part 3 – Explanation of exemption claimed on Part 1, line 1 *(mark an X in all boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. **Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance** ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying **realty as bona fide gifts** ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. **Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial** ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) *(attach documents supporting such claim)* ..... k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an X in the appropriate box)*

1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ **(insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured** by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
Grant Pallante	Assoc. Attorney		
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance,*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an *X* in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an ***X*** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each nonresident transferor/seller who qualifies** under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form.* For more information, see ***Payment of estimated personal income tax,*** on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

INSTRUCTIONS(RP-5217-PDF-INS): www.orps.state.ny.us

FOR COUNTY USE ONLY

C1. SWIS Code

C2. Date Deed Recorded (Month / Day / Year)

C3. Book C4. Page

New York State Department of **Taxation and Finance**

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location

* STREET NUMBER	* STREET NAME
	Leggerio Lane

* CITY OR TOWN	VILLAGE	* ZIP CODE
Rotterdam		12150

2. Buyer Name

* LAST NAME/COMPANY	FIRST NAME
Town of Rotterdam	
LAST NAME/COMPANY	FIRST NAME

3. Tax Billing Address — Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)

LAST NAME/COMPANY	FIRST NAME

STREET NUMBER AND NAME	CITY OR TOWN	STATE	ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

(Only if Part of a Parcel) Check as they apply:

4A. Planning Board with Subdivision Authority Exists ☐

4B. Subdivision Approval was Required for Transfer ☐

4C. Parcel Approved for Subdivision with Map Provided ☐

5. Deed Property Size ____ * FRONT FEET X ____ * DEPTH OR 34.01 *ACRES

6. Seller Name

* LAST NAME/COMPANY	FIRST NAME
NYS Office of General	Services
LAST NAME/COMPANY	FIRST NAME

***7. Select the description which most accurately describes the use of the property at the time of sale:**

K. Public Service

Check the boxes below as they apply:

8. Ownership Type is Condominium ☐

9. New Construction on a Vacant Land ☐

10A. Property Located within an Agricultural District ☐

10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District ☐

SALE INFORMATION

11. Sale Contract Date

***12. Date of Sale/Transfer** 07/18/2024

***13. Full Sale Price** 1.00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

14. Indicate the value of personal property included in the sale 0.00

15. Check one or more of these conditions as applicable to transfer:

- ☐ A. Sale Between Relatives or Former Relatives
- ☐ B. Sale between Related Companies or Partners in Business.
- ☐ C. One of the Buyers is also a Seller
- ☒ D. Buyer or Seller is Government Agency or Lending Institution
- ☒ E. Deed Type **not** Warranty or Bargain and Sale (Specify Below)
- ☐ F. Sale of Fractional or Less than Fee Interest (Specify Below)
- ☐ G. Significant Change in Property Between Taxable Status and Sale Dates
- ☐ H. Sale of Business is Included in Sale Price
- ☐ I. Other Unusual Factors Affecting Sale Price (Specify Below)
- ☐ J. None

***Comment(s) on Condition:** Letters Patent

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) 24

***17. Total Assessed Value** 25,300

***18. Property Class** 330 _ ____

***19. School District Name** Schalmont Central

***20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))**

12.00-4-21.1

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

Frank Pallante 7/18/24

SELLER SIGNATURE DATE

BUYER SIGNATURE

BUYER SIGNATURE DATE

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC,society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. **Type or print clearly.**)

* LAST NAME	FIRST NAME

*AREA CODE	*TELEPHONE NUMBER (Ex: 9999999)

* STREET NUMBER	* STREET NAME

*CITY OR TOWN	*STATE	*ZIP CODE

BUYER'S ATTORNEY

LAST NAME	FIRST NAME
Courtney	Heinel

AREA CODE	TELEPHONE NUMBER (Ex: 9999999)
(518)	464-1300

RESOLUTION NO. 306.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH C.T. MALE ASSOCIATES FOR LANDFILL MONITORING 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 negotiate and execute an agreement with, C.T. Male Associates, located at 50 Century Hill Drive, Latham, New York 12110 for landfill monitoring services at the Town of Rotterdam MSW Landfill, as set forth by NYSDEC, in an amount not to exceed seventeen thousand nine hundred forty and 00/100 ($17,940.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	August 2, 2024
TO:	Mollie Collins – Town Supervisor
FROM:	James Keith – Senior Building Inspector JK
TITLE OF REQUEST:	Authorize the Supervisor to sign contract agreement with C.T. Male for Landfill Monitoring Services.
TOWN BOARD MEETING:	August 14, 2024
Background Information:	C.T. Male has been performing the above referenced services since 2003.
Evaluation/Analysis:	In 2009 NYSDEC approved C.T. Males request to reduce sampling frequency and list of parameters at the MSW Landfill from quarterly to annually and approved elimination of water sampling location SW-4. C.T. Male is very familiar with the Town's Landfill. They have extensive knowledge with similar projects and the 6NYCRR Part 360 regulations. Due to the increase in chemical analytical laboratory testing costs the agreement for 2024 is $1,480.00 over previous year's price of $16,460.00.
Recommendation(s):	Town Board Resolution needs to be prepared to authorize Supervisor to sign contract agreement from C.T. Male for Landfill Monitoring 2024 at $17,940.00 for the year.
Attachment/Document(s):	Contract agreement C.T. Male Associates for 2024.
Compliance with Purchasing Policy:	Yes.
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com

August 1, 2024

VIA EMAIL

Ms. Mollie A. Collins, Town Supervisor
Town of Rotterdam John F. Kirvin Government Center
Rotterdam Town Hall
1100 Sunrise Boulevard
Rotterdam, New York 12306
Email: mcollins@rotterdamny.org

RECEIVED
AUG 02 2024
TOWN OF ROTTERDAM
PUBLIC WORKS

RE: Proposal – 2024 Landfill Monitoring Services
Town of Rotterdam Landfills
C.T. Male Project No. 03.3131

Dear Ms. Collins:

C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. (C.T. Male) offers this proposal for 2024 Landfill Monitoring services at the Town of Rotterdam's Municipal Solid Waste and Construction and Demolition Debris Landfills.

The Landfill Monitoring services in 2024 are to include annual sampling and analyses at the MSW Landfill, annual sampling and analyses at the 3.0 Acre and 3.4 Acre C&D Debris Landfills, annual leachate sampling of the four (4) leachate storage tanks and one (1) leachate seepage tank, and report preparation. The NYSDEC has requested that the annual sampling event be performed during a rotating quarter each year. Since the 2023 annual sampling event was conducted during the second quarter, the annual sampling event is to be conducted during the third quarter of 2024.

The scope of work for this project has been formulated based on the landfill monitoring services that C.T. Male has provided historically, and our experience with similar projects and knowledge of the 6 NYCRR Part 360 regulations. Our proposed scope of services and unit price fees are as follows:

SCOPE OF WORK

Item 1 - Sampling and Laboratory Analyses

1. Conduct annual groundwater monitoring of the nine (9) MSW landfill monitoring wells and three (3) surface water sampling locations, and annual sampling of two (2) leachate tanks and one leachate seepage tank at the Town of Rotterdam MSW

Landfill in 2024. It is assumed that the monitoring wells will remain accessible and in good condition for sampling. Collect one (1) field duplicate sample and one (1) matrix spike/matrix spike duplicate (MS/MSD) as required by the Environmental Monitoring Plan during the annual sampling event. Analyze the groundwater samples, one field duplicate and the MS/MSD in the laboratory for the Part 360 baseline parameters and analyze the surface water samples for the Part 360 routine parameters during the annual sampling event. Analyze the three (3) leachate samples in the laboratory for the Part 360 baseline parameters annually.

2. Conduct annual groundwater monitoring of the two (2) monitoring wells at the Town of Rotterdam 3.0 Acre C&D Debris Landfill in 2024. It is assumed that the monitoring wells are accessible and in good condition for sampling. Analyze the groundwater samples in the laboratory for the Part 360 routine parameters during the annual sampling event.

3. Conduct annual groundwater monitoring of the four (4) monitoring wells, one (1) surface water sampling location, and two (2) leachate tanks at the Town of Rotterdam 3.4 Acre C&D Debris Landfill in 2024. It is assumed that the monitoring wells are accessible and in good condition for sampling. Analyze the groundwater and surface water samples and leachate samples in the laboratory for the Part 360 baseline parameters during the annual sampling event.

4. The laboratory analyses will be performed by a NYSDOH ELAP certified laboratory. An ASP Category A data deliverable package will be prepared for the routine parameters sampling event and an ASP Category B data deliverable package will be prepared for the annual baseline parameters sampling event. The ASP Category B data deliverable package for the annual baseline parameters will be data validated by an independent third-party data validator in accordance with 6 NYCRR Part 360.11(d)(5), which requires that 5% of the samples be validated. One baseline parameters sample will be data validated.

5. The procedures that will be followed during sampling will be in accordance with the NYSDEC approved Environmental Monitoring Plan. Our proposal is based on utilizing new clean disposable bailers and new clean rope or peristaltic pump with new clean tubing to purge and sample each monitoring well.

6. The results will be summarized in a spreadsheet along with the regulatory standards and guidance values. Should define here what we are doing with this spreadsheet (i.e., sent to client, made part of annual report, etc.).

Item 2 –Annual Report

The results of the annual sampling event will be reviewed, and an annual report prepared. The report will include tabulated results, a discussion of the results and observed trends, and the findings of the third-party data validation (where applicable). A draft copy of the report will be submitted to the Town for review. We will address Town comments and then submit the Annual Report both to the NYSDEC and to the Town.

ESTIMATED FEE

C.T. Male's unit price fee to provide the above-described scope of work is as follows:

• Mobilization (includes mileage): $500.00/event	=-	$ 500.00
• Sample 3.0 Acre C&D Debris Landfill Locations Annually and Analysis for Routine Parameters: 2 samples/event x $340.00/sample	=	$ 680.00
• Sample 3.4 Acre C&D Debris Landfill Locations Annually, Analysis for Baseline Parameters and Data Validation: 7 samples/event x $620.00/sample	=	$ 4,340.00
• Sample MSW Surface Water Locations Annually and Analysis for Routine Parameters: 3 samples/event x $340.00/sample	=	$ 1,020.00
• Sample MSW Groundwater and Leachate Locations Annually, Analysis For Baseline Parameters and Data Validation: 15 samples/event x $620.00/sample	=	$ 9,300.00
• Report Preparation for Annual Sampling Event: (includes any clerical, postage and material/print charges): $2,100.00/event	=	$ 2,100.00
Total Annual Cost		**$17,940.00**

If this proposal is acceptable, please sign the attached Contract Agreement between the Town and C.T. Male and return a copy via email to my attention.

C.T. Male appreciates the opportunity to submit this proposal and we look forward to continuing working with you and the Town of Rotterdam on this project. If you have any questions, please call me at (518) 786-7501.

Sincerely,

C.T. MALE ASSOCIATES

Daniel T. Achtyl, P.G.
Geologist III

Reviewed and Approved by

Jeffrey A. Marx, P.E.
Managing Environmental Engineer

Att Contract Agreement

C.T. MALE ASSOCIATES

CONTRACT AGREEMENT

Project No.: 03.3131

Agreement made this 30th day of July 2024, by and between **C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C.**, a Design Professional Corporation registered in New York State and authorized to do business in the State of New York, (hereinafter called C.T. MALE ASSOCIATES); and the **TOWN OF ROTTERDAM** (hereinafter called the CLIENT).

CLIENT and C.T. MALE ASSOCIATES agree as follows:

A. CLIENT and C. T. MALE ASSOCIATES, for the mutual consideration hereinafter set forth, agree as follows:

C.T. MALE ASSOCIATES will provide 2024 Landfill Monitoring services at the Town of Rotterdam Municipal Solid Waste and Construction and Demolition Debris Landfills. Scope of Work includes field sampling, laboratory testing, and reporting for the Town's closed landfills, consistent with the prior year's scope of work as further detailed in C.T. Male proposal dated August 1, 2024, and summarized as follows:

Description	Cost
Mobilization (includes mileage): 1 event/year @ $500.00/event =	$500.00
Sample 3.0 Acre C&D Debris Landfill Locations Annually and Analysis for Routine Perimeters: 2 samples/event @ $340.00/sample =	$680.00
Sample 3.4 Acre C&D Debris Landfill Locations Annually, Analysis for Baseline Parameter and Data Validation: 7 samples/event @ $620.00/sample =	$4,340.00
Sample MSW Surface Water Locations Annually and Analysis for Routine Parameters: 3 samples/event @ $340.00/sample =	$1,020.00
Sample MSW Groundwater and Leachate Locations Annually, Analysis for Baseline Parameters and Data Validation: 15 samples/event @ $620.00/sample =	$9,300.00
Report preparation for Annual Sampling Event (includes any clerical, postage and material/print charges): 1 event @ $2,100.00/event =	$2,100.00
Total Annual Cost	**$17,940.00**

B. CLIENT agrees to pay C.T. MALE ASSOCIATES as compensation for services as follows:

Total fee of **$17,940.00**.

Additional fees and other charges will be invoiced monthly, if necessary and as approved by client. The amount of each invoice shall be due at the time of billing. For invoices paid by credit card, a 3.5% service fee will be applied to each invoice, in addition to the base contracted amount. When bills are not paid within 30 days, a late payment service charge will be charged on any unpaid balance at the rate of 1.25% compounded monthly (annual rate of 15%) or the highest rate allowable under applicable State law, whichever is higher.

C. CLIENT shall furnish the following:

- Signed contract agreement
- Access to site

D. This Agreement, as signed by the CLIENT and/or his/her representative, includes the following Standard Terms and Conditions incorporated herein by this reference.

E. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

F. CLIENT shall provide C.T. MALE ASSOCIATES personnel with any information regarding potential hazards or whether personal protective measures are required when working on project site(s) associated with this contract and that C.T. MALE ASSOCIATES personnel be afforded the opportunity to review any health and safety plan available for site(s) that they will be working on.

RECEIVED
AUG 02 2024
TOWN OF ROTTERDAM
PUBLIC WORKS

AGREED TO:

TOWN OF ROTTERDAM
Attn: Mollie A. Collins, Town Supervisor

1100 Sunrise Boulevard
Rotterdam, NY 12306
Phone: (518) 355-7575
Email: mcollins@rotterdamny.org

By: _____
Authorized Signature (Date)

Title: _____

AGREED TO:

C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C.

50 Century Hill Drive
Latham, NY 12110
Phone: (518) 786-7400
Email: j.marx@ctmale.com

By: _____
Jeffrey A. Marx, P.E. (Date)

Title: Managing Environmental Engineer

STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. EXTRA WORK: Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes or governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof. All extra work to be authorized by CLIENT in writing prior to commencement by C.T. MALE ASSOCIATES.

2. OWNERSHIP OF DOCUMENTS AND/OR ELECTRONIC MEDIA FILES: All tracings, specifications, computations, survey notes and media files and other original documents as instruments of service are and shall remain the property of C.T. MALE ASSOCIATES unless otherwise provided by law. CLIENT shall not use such items on other projects without C.T. MALE ASSOCIATES' prior written consent. C.T. MALE ASSOCIATES shall not release CLIENT's data without authorization.

3. LIMITATIONS OF PROBABLE COST: Any opinion of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.

4. APPROVAL OF WORK: The work performed by C.T. MALE ASSOCIATES shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 30 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.

5. DELAY: Any delay, default, or termination in or of the performance of any obligation of C.T. MALE ASSOCIATES under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove C.T. MALE ASSOCIATES' work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of C.T. MALE ASSOCIATES' work, or any other acts of the CLIENT or any other Federal, State, or local government agency, or any other cause beyond C.T. MALE ASSOCIATES' reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of C.T. MALE ASSOCIATES as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

6. TERMINATION: The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, C.T. MALE ASSOCIATES shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay C.T. MALE ASSOCIATES within thirty (30) days of receipt of an invoice shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, C.T. MALE ASSOCIATES, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured without consequence. No delay or omission on the part of C.T. MALE ASSOCIATES in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

7. INDEMNIFICATION: CLIENT shall indemnify, defend and hold C.T. MALE ASSOCIATES harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by C.T. MALE ASSOCIATES or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by C.T. MALE ASSOCIATES' own negligence.

8. LITIGATION: Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.

9. REPLACEMENT OF SURVEY STAKES: C.T. MALE ASSOCIATES, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time basis. It will be the CLIENT's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT's responsibility to protect said stakes until such time as construction takes place.

10. MAPPING: Areas obscured by dense vegetation or shadow will be labeled as "DENSE WOODS", "SHADOW', or "OBSCURED AREA". C.T. MALE ASSOCIATES cannot certify as to the accuracies within these areas. Field verification of such area(s) must be undertaken and is not included within the scope of this Agreement unless explicitly stated.

11. OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY: The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of C.T. MALE ASSOCIATES' field representative will be for the purpose of providing observation and field testing. Under no circumstances is it C.T. MALE ASSOCIATES' intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of C.T. MALE ASSOCIATES' field representative at the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of C.T. MALE ASSOCIATES' field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that C.T. MALE ASSOCIATES will not be responsible for job or site safety on the project.

12. RESTRICTIONS ON USE OF REPORTS: It should be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT's sole risk and responsibility.

13. RISK ALLOCATION: The CLIENT agrees that C.T. MALE ASSOCIATES' liability for damages to the CLIENT for any cause whatsoever in connection with this project, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the greater of $100,000.00, or C.T. MALE ASSOCIATES' total fee for services rendered on the project.

14. CONSEQUENTIAL DAMAGES: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. CLIENT RESPONSIBILITIES: Client shall be responsible for providing all reasonable assistance required by C.T. MALE ASSOCIATES in connection with Services, including, without limitation, any assistance specified in the Proposal. In particular, Client will provide the following:

Reasonable ingress to and egress from the Site by C.T. MALE ASSOCIATES and/or its subcontractors and their respective personnel and equipment.

Clean, secure, and unobstructed space and areas at the Site for C.T. MALE ASSOCIATES equipment and vehicles or those of C.T. MALE ASSOCIATES' subcontractors.

Information in the possession of Client (including, without limitation, facility and/or Site schematics, engineering drawings and plot plans) detailing the construction of facilities located underground or above ground at the Site that pertain to the stated scope of work or are necessary to assist C.T. MALE ASSOCIATES in performing Services and/or to successfully carry out the project.

Prior to any boring, drilling, and/or excavation work being commenced by C.T. MALE ASSOCIATES, the specific location(s) of such work will be provided to Client. Prior to any boring, drilling, excavation or other intrusive subsurface activities on the Site, Client or Client's representative shall identify any private and public subsurface obstruction or utility that Client or its representative knows or believes to exist at the Site. C.T. MALE ASSOCIATES, at its discretion, may contact the local public utility locator and, if agreed by Client, a private utility locator to determine the existence and location of subsurface obstruction or utilities. Client or Client's representative will provide C.T. MALE ASSOCIATES with prior approval of each location where C.T. MALE ASSOCIATES will carry-out any intrusive activity on the Site. Client agrees that if C.T. MALE ASSOCIATES or its subcontractor causes damage to a subsurface obstruction or utility that was not properly identified by Client, or marked by the public utility locator or private utility locator, if any, the Client shall indemnify, defend and hold harmless C.T. MALE ASSOCIATES, its officers, directors, employees and independent contractors from and against any and all claims, costs, fines, or other liability arising out of, or in connection with any damage

to any such subsurface obstruction or utilities, except to the extent such claims, costs, fines, or other liability are caused by C.T. MALE ASSOCIATES' negligence or willful misconduct.

16. **CONTROLLING LAWS**: This Agreement is to be governed by the laws of the **State of New York.**

17. **INSURANCE** C.T. MALE ASSOCIATES shall procure and maintain throughout the period of this agreement, at C.T. MALE ASSOCIATES' own expense, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal laws, and shall maintain general and professional liability insurances. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. C.T. MALE ASSOCIATES shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

18. **STANDARD OF CARE:** CLIENT agrees that in performing requested tasks, in accordance with this contract or amendments thereto, C.T. MALE ASSOCIATES will provide statements of adherence to standards or specifications only when said standards or specifications are included in the scope of services. In the event C.T. MALE ASSOCIATES is required to sign a statement or certificate on behalf of CLIENT, which differs from or exceeds the scope of services contracted for, CLIENT hereby agrees to indemnify and hold C.T. MALE ASSOCIATES harmless from any liability arising from or resulting from such statement or certificate.

19. **SUCCESSORS AND ASSIGNS**: Neither CLIENT nor C.T. MALE ASSOCIATES shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

20. **MEDIATION**: CLIENT and C.T. MALE ASSOCIATES agree to resolve all claims, disputes or controversies, or in relation to the interpretation, application or enforcement of this agreement through mediation. The parties further agree that the CLIENT will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, subcontractors, subcontractors and material-persons, whose portion of the work amounts to five thousand dollars ($5,000) or more, and their insurers and sureties shall agree to this procedure.

21. **EQUAL EMPLOYMENT OPPORTUNITY**: C.T. MALE ASSOCIATES is committed to equal employment opportunity for all persons regardless of race, color, sex, age, national origin, marital status, handicap, or veteran's status. In striving to eliminate discrimination in the workplace, it is our policy to deal only with sub-contractors, vendors, suppliers, and other affiliates who recognize and support equal employment opportunity and comply with all applicable State and Federal Equal Employment Opportunity laws and regulations including the annual filing of Standard Form EEO-1.

22. **NOTICES:** All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested.

RESOLUTION NO. 307.24

TO AUTHORIZE AGREEMENTS WITH TRANE U.S. 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 negotiate and execute two agreements with TRANE U.S. Inc., located at 301 Old Niskayuna Road, Suite 1, Latham New York 12110, for VAV Box/Space Sensor Location Verification, and Rooftop Unit Controls Integration Connection, in the amount not to exceed thirteen thousand eight hundred eleven and 00/100 ($13,811.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

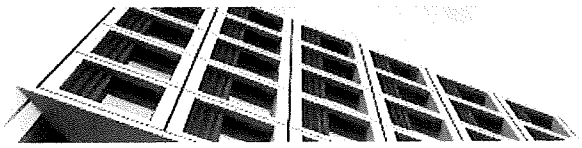
NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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:	August 2, 2024
TO:	Mollie Collins – Town Supervisor
FROM:	James Keith – Senior Building Inspector JK
TITLE OF REQUEST:	Trane- Town Hall Verify VAV Box/ Space Sensor Location Verification & Rooftop Unit Controls Connection.
TOWN BOARD MEETING:	August 14, 2024
Background Information:	TRANE installed Tracer Summit Program and updated in approximately 2009 and the Town has been using this system to heat and cool the building. TRANE is the sole provider.
Evaluation/Analysis:	TRANE is the provider for the heating and cooling system at Town Hall.
Recommendation(s):	Authorize Supervisor to sign agreement for Trane to Verify VAV Box/Space Sensor Location Verification & Rooftop Unit Controls Connection in the combined amount of $13,811.00.
Attachment/Document(s):	TRANE quotes.
Compliance with Purchasing Policy:	Yes.
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office



Trane U.S. Inc.
301 Old Niskayuna Road, Suite 1
Latham, NY 12110
Phone: (518) 785-1315
Fax: (518) 785-4359
Service Contact: (518) 724-1433

August 01, 2024

Town Rotterdam
Rotterdam Town Hall
1100 Sunrise Blvd Ste 1
Schenectady, NY 12306

Site Address:
Rotterdam Town Hall
1100 Sunrise Blvd Ste 1
Schenectady, NY 12306

ATTENTION: James Keith

PROJECT NAME: Rotterdam Town Hall Verify VAV Box/Space Sensor Location Verification

SCOPE OF SERVICE

- Trane technician to verify existing Trane Space Sensors to corresponding VAV Box Controller and provide labeling for each.
- Provide Documentation of VAV Box and Associated Space Sensor Location(s).
- Update Trane Building Automation System with current Room Numbers

PRICING AND ACCEPTANCE

TOTAL PRICE:.....**$3,880.00 USD**
(Not to exceed 16 hours)

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from August 01, 2024.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Jacob Schatz
Account Manager
E-mail: jacob.schatz@trane.com
Cell: (518) 598-5485

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This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE
_____
Authorized Representative
_____
Printed Name
_____
Title
_____
Purchase Order
_____
Acceptance Date
Trane's License Number:

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TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

(a) Any guarantee of room conditions or system performance;

(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminates or airborne biological agents; and

(e) Replacement of refrigerant is excluded,unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR**

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SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY,OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

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41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)
Supersedes 1-10.48 (0720)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

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3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) data backups; and
    (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

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15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

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APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.



A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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Trane U.S. Inc.
301 Old Niskayuna Road, Suite 1
Latham, NY 12110
Phone: (518) 785-1315

August 08, 2024

Town Of Rotterdam
1100 Sunrise Blvd Ste 1
Schenectady, NY 12306

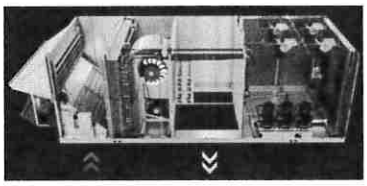
Site Address:
Rotterdam Town Hall
1100 Sunrise Blvd Ste 1
Schenectady, NY 12306

ATTENTION: Jim Keith

PROJECT NAME: Rotterdam Town Hall Connect Existing Council Chamber Rooftop Unit to the Trane Building Automation System

SCOPE OF SERVICE:

- Install New Trane DDC Controller at Trane Existing Rooftop Unit
- Extend existing Trane communication link to the New Trane Controller
- Remove Existing Thermostat located in the Council Chamber
- Install (3) New Trane Space Sensors in place of the thermostat
  - Locations to include: (1) 2nd Floor Council Chamber, (2) First Floor Office Area
    - Locations to be coordinated with customer
- Connect and Setup Trane Rooftop Unit to the Existing Trane Building Automation System (BAS).
- The Rooftop Unit to have the following control points visible at the Trane BAS:
  - Fan Enable/Disable
  - Fan Proof of Run Status
  - DX Cooling Enable/Disable
  - Gas Heat Enable/Disable
  - Leaving Unit Temperature
  - Economizer Damper Control
  - Space Temperature(s)
- Verify Proper Operation once installed
- Provide Customer Training
- Provide Controls Asbuilt Documentation.



FEATURES/BENEFITS:

- Below are some features and benefits for having the rooftop unit connected to the Trane BAS:
  - Review and Acknowledge Alarms
  - Setup RTU Operating Schedule
  - Review Data Trends for ease of troubleshooting
  - Remote Access to adjust unit operation (I.E. schedules, temperatures, etc.)

PRICING AND ACCEPTANCE

TOTAL PRICE:.....$9,931.00 USD

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from August 08, 2024.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Jacob Schatz
Account Manager

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This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE
_____
Authorized Representative
_____
Printed Name
_____
Title
_____
Purchase Order
_____
Acceptance Date
Trane's License Number:

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TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

(a) Any guarantee of room conditions or system performance;

(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminates or airborne biological agents; and

(e) Replacement of refrigerant is excluded,unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR**

SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY,OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

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41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)
Supersedes 1-10.48 (0720)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

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3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) data backups; and
    (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

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15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

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APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.



A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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RESOLUTION NO. 308.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING AGREEMENT WITH CHAMPLAIN HUDSON POWER EXPRESS LLC (CHPE) AND CHAMPLAIN HUDSON POWER EXPRESS PROPERTIES INC. FOR THE CHAMPLAIN HUDSON POWER EXPRESS PROJECT

WHEREAS, on November 9, 2023 the Town of Rotterdam and CHPE entered into a Road Use and Crossing Agreement to allow for the construction and operation of the Champlain Hudson Power Express Project (the "Project"); NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment No. 1 to an existing agreement entered into on November 9, 2023 with Champlain Hudson Power Express LLC, and Champlain Hudson Power Express Properties Inc. (collectively "CHPE").

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	August 2, 2024
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Sr. Planner PC
TITLE OF REQUEST:	Town of Rotterdam to enter into Amendment #1 of the agreement with CHPE LLC and CHPE Properties, Inc.
TOWN BOARD MEETING:	August 14, 2024
Background Information:	CHPE intends to construct and operate a buried 1,250 megawatt High Voltage Direct Current electric transmission facility consisting of two solid-state cables and related equipment and appurtenances ("Project") pursuant to the Certificate of Environmental Capability and Public Need granted to CHPE by the New York State Public Service Commission ("PSC") on April 20, 2013
Evaluation/Analysis:	CHPE needs to install and operate buried Project cables in, across, and under certain Town Roads/Lands known as well as temporary construction easements on Town lands known as Keller Avenue/Old Mariaville Road.
Recommendation(s):	Adopt a resolution from the Town Board to authorizing the Supervisor to sign Amendment #1 to the original agreement dated November 9, 2023 with CHPE LLC and CHPE Properties, Inc. with the final language approved as to for by the Attorney for the Town.
Attachment/Document(s):	Draft Amendment #1 CHPE LLC and CHPE Properties, Inc. Property Exhibit C Original Agreement dated November 9, 2023.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town / Supervisor's Office

FIRST AMENDMENT TO ROAD USE AND CROSSING AGREEMENT

This **FIRST AMENDMENT TO ROAD USE AND CROSSING AGREEMENT** ("**First Amendment**") is made on this ___ day of July, 2024, by and among, **the Town of Rotterdam** (the "**Town**") and **CHPE LLC** and **CHPE Properties, Inc**. (collectively, "**CHPE**") (each a "**Party**" sometimes referred to collectively as the "**Parties**") to amend the agreement entered into on November 9, 2023 (the "**Agreement**")

RECITALS

WHEREAS, November 9, 2023 the Parties entered into a Road Use and Crossing Agreement to allow for the construction and operation of the Champlain Hudson Power Express Project (the "Project"); and

WHEREAS, as a part of the Agreement, the Parties included certain provisions allowing for CHPE to review with the Town's Engineer or designee the final Project route and consult with the Town to finalize a list of Town-owned property that will constitute Affected Town Lands, and amend Exhibit C of the Agreement if and as appropriate; and

WHEREAS, the Parties desire to make certain amendments and modifications to the Agreement as set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree:

1. To amend this Agreement as follows:

A. Revise the sixth "Whereas" clause to allow for CHPE to "install and operate buried Project cables in, across, and under certain Town Roads/Lands known as Phillips Road ("Affected Roadway"), as well as permanent easements on Town Lands known as Tax parcel IDs 12.-3-20.1 and 38.-1-1, and temporary easements on Tax Parcel ID 38.-1-1, as well as to allow for a temporary and permanent easement on and under certain Town Property designated as Keller Ave right of way, as shown on the maps attached hereto as Exhibit C (the "Town Land") and to cross over, under, or in close proximity to certain Town-owned collocated infrastructure ("Town CI") (water, sewer, etc.) listed on the spreadsheet attached hereto as Exhibit D; and

B. Adding the attached Additional Exhibit C mapping to Exhibit C of the original Agreement.

2. Counterparts. This First Amendment may be executed in one or more counterparts, all of which when so executed and delivered (including by email or other electronic transmission) shall be an original, but all of which together shall constitute one and the same instrument.

3. Governing Law. In the event of a conflict between the Agreement, and this First Amendment, the terms and conditions of this First Amendment shall govern, and shall be construed in accordance with the laws of the State of New York without regard to the conflicts of law principles thereof.

4. Successor and Assigns. This First Amendment shall be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns.

5. Capitalized Terms. Capitalized terms used in the First Amendment but not defined shall have the meaning ascribed to such terms in the Agreement.

6. Ratification. Except as hereby amended, the Agreement is in full force and effect and is hereby ratified in all respects.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF:

Town of Rotterdam, New York

By:_____

Title:_____

Date:_____

CHPE LLC

By:_____

Title:_____

Date:_____

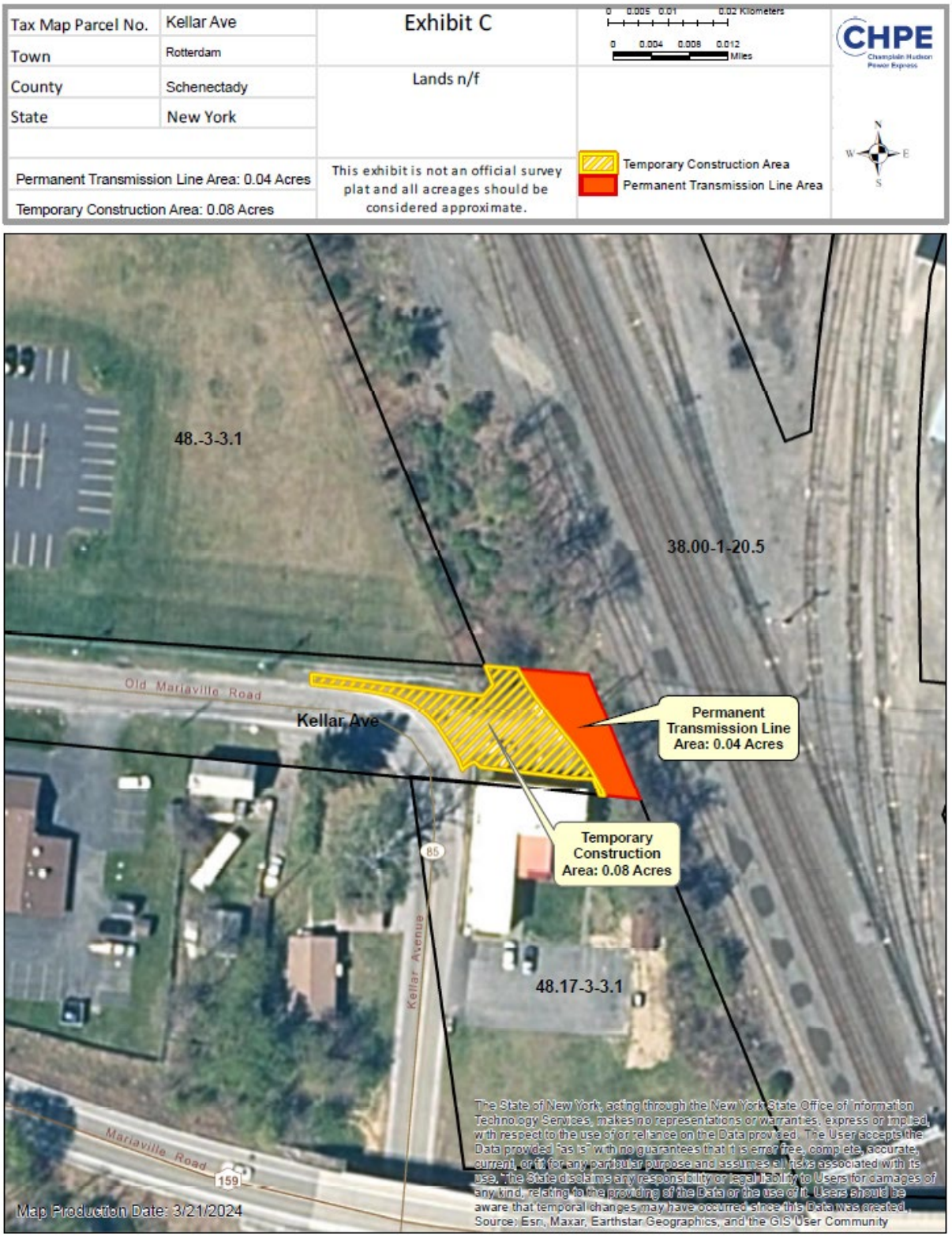
CHPE Properties, Inc.

By:_____

Title:_____

Date:_____

Additional Exhibit C Mapping



Tax Map Parcel No.	Kellar Ave
Town	Rotterdam
County	Schenectady
State	New York

Exhibit C

Lands n/f

0 0.005 0.01 0.02 Kilometers

0 0.004 0.008 0.012 Miles

CHPE Champlain Hudson Power Express

N W E S

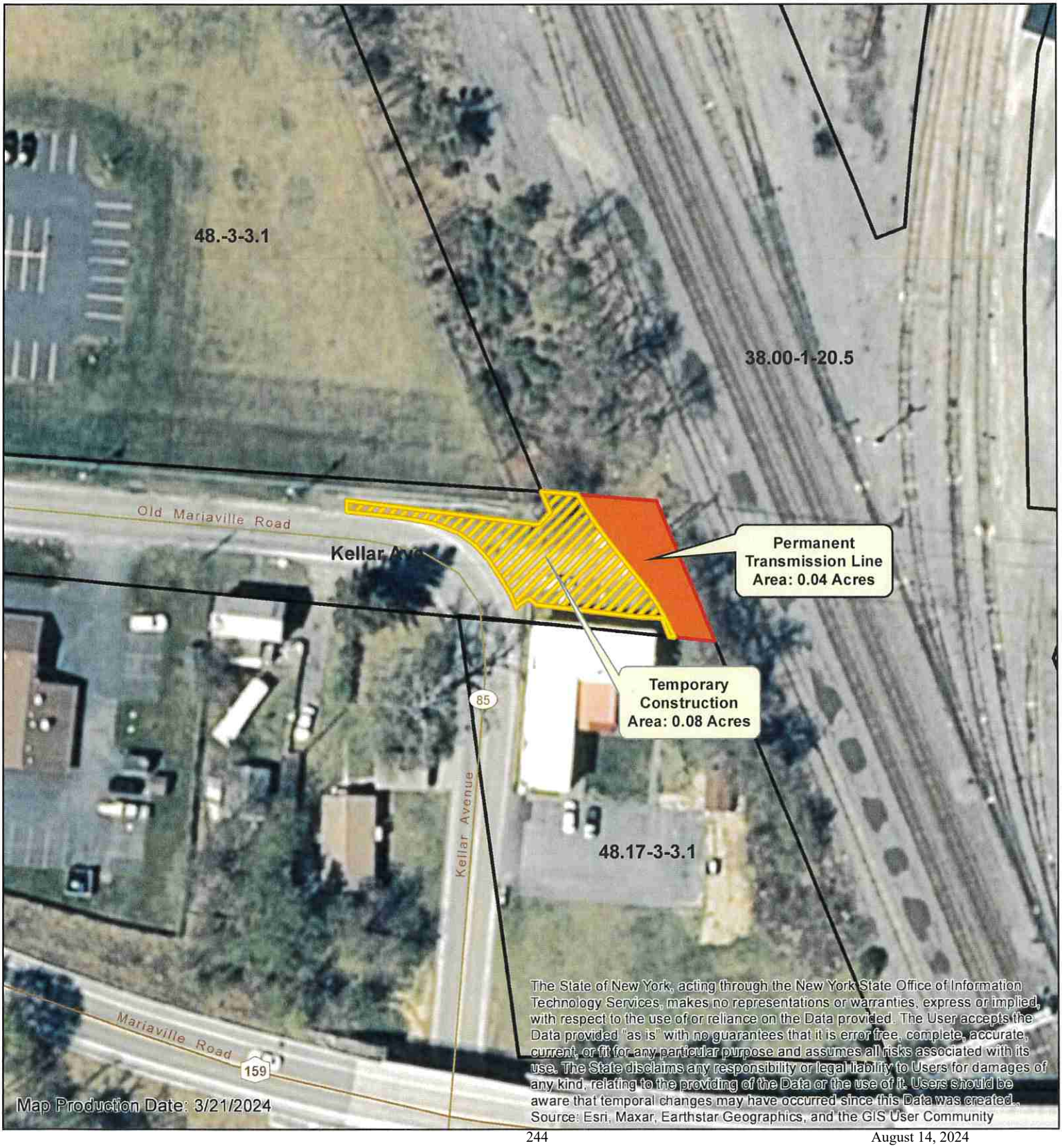
Permanent Transmission Line Area: 0.04 Acres

Temporary Construction Area: 0.08 Acres

This exhibit is not an official survey plat and all acreages should be considered approximate.

Temporary Construction Area

Permanent Transmission Line Area



The State of New York, acting through the New York State Office of Information Technology Services, makes no representations or warranties, express or implied, with respect to the use of or reliance on the Data provided. The User accepts the Data provided "as is" with no guarantees that it is error free, complete, accurate, current, or fit for any particular purpose and assumes all risks associated with its use. The State disclaims any responsibility or legal liability to Users for damages of any kind, relating to the providing of the Data or the use of it. Users should be aware that temporal changes may have occurred since this Data was created.. Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

CHPE LLC AND CHPE PROPERTIES, INC.

AND

TOWN OF ROTTERDAM, NEW YORK

CROSSING AGREEMENT FOR THE CHAMPLAIN HUDSON POWER EXPRESS ELECTRIC TRANSMISSION CABLE SYSTEM CROSSING

DATED November 9, 2023

ADDRESS: Rotterdam Town Hall, 1100 Sunrise Blvd, Rotterdam, NY 12306
CITY/VILLAGE/TOWN: Town of Rotterdam
COUNTY: Schenectady
STATE: New York

CROSSING AGREEMENT

This Crossing Agreement ("Agreement"), entered into this 9th day of November, 2023 by and between CHPE LLC and its wholly-owned subsidiary CHPE Properties, Inc. (collectively, "CHPE") having an office located at 623 Fifth Avenue, 20th Floor, New York, NY 10022and the Town of Rotterdam, New York (the "Town") having an office at 1100 Sunrise Blvd, Rotterdam, NY 12306.

RECITALS:

WHEREAS, CHPE intends to construct and operate a buried 1,250 megawatt High Voltage Direct Current electric transmission facility consisting of two solid-state cables and related equipment and appurtenances ("Project") pursuant to the Certificate of Environmental Capability and Public Need granted to CHPE by the New York State Public Service Commission ("PSC") on April 20, 2013 (as amended from time to time, the "Certificate"), the Project's Environmental Management and Construction Plan (as amended from time to time, "EM&CP") to be approved by the PSC in due course, and other permits and authorizations to conduct certain related activities,

including Project construction and Project restoration activities as provided for herein (collectively, "Project Activities"); and\

WHEREAS, certain capitalized terms used herein are defined on **Exhibit A**; and

WHEREAS, on April 25, 2018, the Town Board of the Town of Rotterdam (the "Board") pursuant to Resolution #143.18[1], a copy of which is annexed hereto as **Exhibit B**, granted its consent, pursuant to Section 11 of the New York State Transportation Corporations Law, to CHPE's proposed routing of the Project over certain municipal property (the "Resolution"); and

WHEREAS, on January 1, 2020, the Climate Leadership and Community Protection Act ("CLCPA") became law in the State of New York; and

WHEREAS, in the wake of the enactment of the CLCPA, the New York State Energy Research and Development Authority awarded a contract involving the use of the Project to transmit renewable energy into New York State; and

WHEREAS, in order to accomplish Project Activities within the Town, CHPE needs to install and operate buried Project cables in, across, and under certain Town Roads/Lands known as Phillips Road ("Affected Roadway"), as well as permanent easements on Town lands known as Tax Parcel IDs 12.-3-20.1 and 38.-1-1, and temporary easements on Tax Parcel ID 38.-1-1, as shown on the maps attached hereto as **Exhibit C** (the "Town Land") and to cross over, under, or in close proximity to certain Town-owned collocated infrastructure ("Town CI") (water, sewer, etc.) listed on the spreadsheet attached hereto as **Exhibit D**; and

WHEREAS, the Town seeks assurances from CHPE that CHPE will pay and/or otherwise indemnify the Town for any damage to the Town Land and any other public infrastructure used or traversed by CHPE or its contractors to access the Town Land for installation of the cable in and under the Town Land; and

WHEREAS, the Town has been duly authorized to enter into this Agreement:

NOW, THEREFORE, in consideration of the promises set forth in the recitals above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHPE and the Town, each intending to be legally bound, agree as follows:

1. **Rights Granted.**

a. The Town has consented to CHPE to laying down, constructing and maintaining wires, conductors, conduits and other fixtures in and under certain Town Land or crossing Town CI in the Town in accordance with the provisions of this Agreement for the life of the CHPE project, and to utilizing certain temporary easement space on certain Town Land, as outlined in **Exhibit C** hereto, during construction of the CHPE project. Such consent shall be non-exclusive and subject to any other rights of others in and to any of the foregoing Town Land in existence as

[1] CHPE LLC is the successor to Champlain Hudson Power Express, Inc. ("CHPEI") by operation of law and as a result of a company reorganization undertaken in 2020.

of the date hereof, and provided that the Town may enter into agreements after the date hereof granting third-party rights with respect to the use or occupancy of the Town Land which are not in conflict with the rights granted to CHPE pursuant to this Agreement.

2. As consideration for the Town's grant to CHPE of permanent recordable easements to occupy land known as Tax Parcel IDs 12.-3-20.1 and 38.-1-1, CHPE will pay the Town $15,840.00 and $37,048.00, respectively. **CHPE Construction Responsibilities.**

a. CHPE shall be responsible for obtaining any approvals, permits, and/or orders, including renewals thereof, which are required by governing law to undertake Project Activities.

b. CHPE shall be responsible for ensuring that all debris, garbage, and waste generated by Project Activities are immediately cleaned up and properly disposed of.

c. CHPE shall not block or obstruct or interfere with the flow of traffic in both lanes of traffic on any Town road except, under severe hardship, a temporary closure lasting no more than four (4) hours. Temporary single lane closures will be permitted periodically during Project Activities taking into account all of the pertinent circumstances, with close coordination with the Town's Highway Department.

d. CHPE shall block access to the temporary access roads on parcel 38.-1-1, in a manner agreeable to the Town and at CHPE expense, once construction is completed.

e. CHPE shall require that its employees, officers, directors, members, managers, agents, licensees, vendors, contractors, subcontractors, haulers and subcontractors will comply with the terms and conditions of this Agreement.

3. **Land Surveys and Routes.**

a. CHPE will review the final Project route and Transmission Line Improvements with the Town's Engineer or designee. Additionally, CHPE will also consult with the Town to finalize a list of Town-owned property that will constitute Affected Town Lands, and **Exhibit C** shall be amended if and as appropriate.

b. Prior to CHPE undertaking any Project Activities, CHPE shall provide the Town with the final PSC-approved EM&CP involving the Town Lands. The PSC-approved EM&CP involving the Town Lands shall serve as the basis for the required Financial Security set forth herein.

c. At least five (5) days prior to the commencement of Project Activities involving the Town Land, CHPE shall prepare and provide to the Town photographs documenting the pre-construction condition of the Town Land, which must be acceptable to the Town in its reasonable discretion.

d. Promptly following the substantial completion of Project Activities within the Town Land, CHPE shall arrange to meet with a representative of the Town at the Town Land to ensure that the property has been restored appropriately. Within one hundred eighty (180) days after substantial completion of Transmission Line Improvements, CHPE shall prepare and provide

the Town with "as-built" engineer and surveyor certified plans and maps, in a customary software format which the Town may reasonably request (CAD, GPS, etc.), showing the actual location of the permanent Transmission Line Improvements beneath Town Land.

4. Restoration and Repair of Damage.

a. The standard to be achieved by CHPE in pursuing Project Activities is the return of Town Land to its original condition as nearly as practicable and, in all events, to restore full service and functionality of the Town Lands and/or Town CI for their intended purpose as soon as reasonably practicable, but no later than sixty (60) days from the date the Town sends notice requesting any repairs or restoration, as seasonal conditions permit.

b. No less than forty-five (45) days prior to the commencement of any Project Activities, CHPE shall provide the Town with a payment of $15,000 that the Town shall deposit into a Department of Public Works account to pay for the incremental and out-of-pocket costs, fees, expenses and other bills rendered to or incurred by the Town in connection with: (i) the approval of proposed use of Town Lands; and (ii) the Town's monitoring of Project Activities and the performance of its functions as provided for by this Agreement, including payment of any Town Designated Engineer ("TDE") employed by the Town to assess any damage to Town Lands and/or Town CI caused by the Project Activities. ("Allowed Costs").

c. Within fifteen (15) business days of the date upon which CHPE notifies the Town in writing that it has completed the initial re-seeding that CHPE will undertake as part of its Project Activities, the Town must notify CHPE in writing if it reasonably believes any significant residual damage to Town Lands exists and was caused by Project Activities.

d. Within 10 business days of receipt of an allegation of residual project damage from the Town, CHPE shall notify the Town in writing of its agreement or disagreement with the allegations. If CHPE accepts responsibility, it will proceed with due diligence to rectify the condition. If CHPE declines to accept responsibility, the Town shall then submit a written invoice ("damage invoice") to CHPE, detailing estimates of the costs, fees, and/or expenses incurred or to be incurred by the Town to repair the residual project damage.

e. CHPE may elect in its sole discretion to pay the amount set forth in the damage invoice accompanying the Town's notice, as liquidated damages. In such event, CHPE shall notify the Town in writing of its election and pay the amount within ten (10) business days of receipt of the invoice. If paid in full, the Town will have no further claim against CHPE in connection with residual project damage.

f. The manner of repair of any residual project damage by either party shall be in accordance with industry standards for the type of land use of the Town Lands prior to commencement of Project Activities, the EM&CP approved by the PSC and/or municipal requirements that are applicable for the type of Town Land and restoration involved.

5. Ongoing Cooperation.

The Parties commit to the taking of such further actions, if and when reasonably requested and consistent with applicable law, as may facilitate the successful achievement of the goals and benefits of the CLCPA and the completion of the Project.

6. Indemnification and Insurance.

a. CHPE, at its own expense, agrees to the insurance, indemnification and general terms and conditions set forth herein.

b. CHPE shall present to the Town Certificates of Insurance evidencing the acquisition of liability insurance coverage naming the Town as additional insured, on a primary noncontributory basis, in the amount of at least:

i. $1,000,000 per occurrence, $3,000,000 General Aggregate, $1,000,000 Products and Completed Operations Aggregate. Death/Bodily Injury: $1,000,000 per person; $2,000,000 aggregate.

ii. Coverage shall include contractual liability.

iii. Property Damage: $500,000.

iv. Coverage provided shall be written on a primary and non-contributory basis over any other insurance that may be available.

v. All policies shall contain a waiver of subrogation.

vi. No policy shall exclude coverage for lawsuits alleging violations of New York Labor Law, sections 200, 240(1) a/k/a Scaffold Law and 241(6).

vii. All policies shall be written with an insurance carrier with a Best's rating of A- or better.

c. Said insurance shall be maintained throughout the period during which Project Activities take place and the aforementioned certificate shall provide for a minimum of fifteen (15) business days' written notice to the Town prior to cancellation of coverage [with the exception of non-payment of premium in which case the statutory cancellation clause shall apply].

d. To the extent permitted by the governing law, CHPE shall defend, indemnify, protect, save, and hold the Town harmless from and against any and all penalties, fines, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom either at law or in equity, which might arise out of, or are caused by, the Project Activities, whether undertaken by CHPE or its contractors or consultants, or any of the right conferred by this Agreement except to the extent any such claims, suits, demands, causes of action, or award of damages relate to the negligence or willful misconduct of the Town or any of its officers, boards, employees, committee members, attorneys, agents, consultants, vendors, contractors and subcontractors. The obligation

of CHPE to indemnify and save harmless the Town shall extend to the employees, officers, elected officials, and consultants hired by the Town.

7. Dispute Resolution.

If a Party has a dispute with the other Party regarding or in connection with this Agreement, then such Party will notify the other Party in writing of such dispute. Before resorting to litigation, the Parties shall use reasonable efforts to settle such dispute through representatives of the Parties for a period of at least thirty (30) days, during which time the parties shall have at least one (1) in-person meeting in Schenectady County.

8. Captions and Headings.

Captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Agreement nor in any way affect this Agreement.

9. Modifications.

This Agreement cannot be amended, modified, or changed orally, but only by agreement in writing signed by the parties.

10. Severability; No Waiver.

If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null, void, voidable, or unenforceable, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, which remainder shall remain in full force and effect. The waiver by any party hereto or a breach of violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation. No waiver is valid unless in writing and signed by party making the waiver. The parties reserve all of their rights and remedies under this Agreement, at law and at equity, including, without limitation, any such rights and remedies under the New York Public Service Law, the New York Eminent Domain Procedure Law, and the New York Transportation Corporations Law.

11. Governing Law; Consent to Jurisdiction.

a. This Agreement shall be governed and construed in accordance with the laws of the State of New York, as in effect from time to time without regard to principles of conflicts of laws.

b. Each party represents that it is subject to service of process in the State of New York and covenants that it will remain so subject so long as this Agreement shall be in effect.

12. Binding Effect.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Except as set forth in the preceding sentence, nothing in

this Agreement is intended to be for, or to inure to the benefit of, any person other than the parties hereto, and their respective successors and assigns.

13. Entire Agreement.

The entire agreement of the parties is contained in this Agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. This Agreement supersedes any prior oral or written agreement, understandings, discussion, negotiations, and statements concerning the subject matter thereof. The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

14. Counterparts.

This Agreement may be executed by electronic signature and transmitted by fax or email in counterparts, each of which will be considered an original, and all of said counterparts shall together constitute one and the same instrument which may be sufficiently evidenced by one counterpart.

15. Authority of Parties.

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

16. Notice.

(a) Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given upon hand delivery, upon the third day following delivery via the United States Postal Service, on the first day following delivery via a nationally registered United States overnight courier service, or on the day when telecopies are sent by facsimile transmission if additional notice is also given under one of the previous three methods within three (3) business days thereafter. For purposes of this Agreement only, any notice to the parties shall be directed to the party as set forth below with a copy provided via electronic mail.

For CHPE Parties:

CHPE LLC

623 5th Ave, 20th Floor
New York, NY 10022
Attn: General Counsel
Jeremiah.Sheehan@TDI-USA.com
Josh.Bagnato@TDI-USA.com

For Town:

Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306
Attn: Town Supervisor

(b) Following substantial completion of Project Activities, CHPE will provide the Town with reasonable advance notice of its intention to enter onto or disturb Town lands covered by this Agreement for maintenance of the Facility, except that if such entry is required in an emergency, such as to prevent damage to public health or safety, the notice may be provided after the entry occurs.

17. Assignment.

Neither Party may assign its rights or its obligations under this Agreement in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld conditioned, or delayed; except no consent of any kind shall be required in the case of an assignment by CHPE (i) in favor of a secured lender or lenders participating in the Closing, (ii) as part of a straight lease arrangement authorized by the General Municipal Law relating to Industrial Development Agencies, or (iii) to a company affiliated with CHPE.

IN WITNESS WHEREOF, CHPE and the Town have caused their respective, duly authorized officers to execute this Agreement of the day and year first above written.

Town of Rotterdam, New York

By: Mollie A. Collins

CHPE LLC

By: _____

CHPE Properties, Inc.

By: _____

EXHIBIT A
DEFINITIONS

"**Affiliate**" means with respect to a specified Person: any other Person directly or indirectly in Control of, Controlled by, or under common Control with such specified Person; provided, however, for purposes of this Agreement, Project Company shall not be considered to be an Affiliate of Railroad Company, and vice versa. For purposes of this Agreement, to be in "**Control**" means to be in possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Debt Fund Affiliates**" means (a) any fund or client managed by, or under common management with Blackstone Liquid Credit Strategies LLC, Blackstone Tactical Opportunities Fund L.P. or Blackstone Real Estate Debt Strategies L.P., (b) any fund or client managed by an investment manager within the credit-focused division of The Blackstone Group Inc., (c) any fund managed by Blackstone Alternative Credit Advisors LP, Blackstone Debt Advisors L.P., Blackstone Distressed Securities Advisors L.P., Blackstone Mezzanine Advisors L.P. or Blackstone Mezzanine Advisors II L.P., and (d) any Affiliate of Project Company other than Project Company that is, in each case, a bona fide debt fund or an investment vehicle that is engaged in the making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course that, in each case of clauses (a) through (d), provides Financing to the Project on terms and conditions that, when considered in the aggregate, are no less favorable to Project Company than the terms and conditions that would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate of Project Company; provided, that at any time that the aggregate amount of commitments made by Debt Fund Affiliates under the Financing for the Project constitute less than fifty percent (50%) of the aggregate commitments outstanding thereunder, such commitments shall be deemed to have been made on an arm's length basis for purposes of this definition.

"**Financing**" means each construction, interim, long-term debt or equity financing, refinancing and/or credit support arrangement related to all or a portion of the development, construction or operation of the Project.

"**Investment Grade Rating**" means, with respect to a Person, that such Person has (whether individually or together with its Affiliates; provided such Affiliates are jointly liable with Project Company under this Agreement or procure a guarantee, binding equity commitment letter (with Project Company) or other credit support as to the obligations of Project Company under this Agreement) at least one Long-Term Credit Rating of no less than (as applicable) 'BBB-' from S&P, 'Baa3' from Moody's, or "BBB-" by Fitch.

"**Lender**" means, with respect to Project Company, any Person, other than an Affiliate of Project Company, providing or seeking to provide Financing or financial support in any form in respect of the Project, including any commercial bank, institutional lender, export credit agency, funding agency, underwriter, bondholder, or insurance agency, and any representative, collateral agent, trustee, depositary, agent or other designee of such Person; provided, that solely for the purposes of this definition, a Debt Fund Affiliate is not deemed to be an "Affiliate" of Project Company.

"Permitted Transferee" means (i) an Affiliate of CHPE (which shall include (x) existing or future portfolio companies of any investment funds or vehicles Affiliated with or managed by Blackstone Capital Partners L.P. or Blackstone Energy Partners L.P. and (y) other investment funds or vehicles managed by Blackstone Capital Partners L.P. or Blackstone Energy Partners L.P. (including, in each such case, Blackstone Capital Partners VIII L.P. and Blackstone Energy Partners III L.P.)), (ii) any Lender (x) to whom CHPE collaterally assigns this Agreement or (y) who is exercising its rights and remedies under any documentation related to the Financing at CHPE, (iii) any Industrial Development Agency or Industrial Development Authority formed and existing pursuant to the General Municipal Law and the Public Authorities Law of the State of New York, or (iv) a Qualified Transferee.

"Qualified Transferee" means any Person that has (whether individually or together with its Affiliates; provided such Affiliates are jointly liable with Project Company under this Agreement or procure a guarantee, binding equity commitment letter (with Project Company) or other credit support as to the obligations of Project Company under this Agreement) either (a) an Investment Grade Rating, (b) a Total Net Worth of at least One Billion Dollars ($1,000,000,000) or (c) assets under management of at least Ten Billion Dollars ($10,000,000,000).

"Total Net Worth" means, with respect to any Person, the tangible net worth, bona fide capital commitments and fair market value of investments and other assets over which such Person (together with its Affiliates) collectively has supervisory control.

EXHIBIT B
RESOLUTION OF THE TOWN BOARD

RESOLUTION NO. 143.18

WHEREAS, Champlain Hudson Power Express, Inc. ("CHPEI") is developing the Champlain Hudson Power Express Project (the "Project"), a 1,000 MW underground and underwater high voltage, direct current ("HVDC") electric transmission facility extending from the United States' border with Canada to Queens, New York; and

WHEREAS, the Project will supply clean, renewable hydroelectricity to New York State; and

WHEREAS, the State and Federally-approved Project route within the Town of Rotterdam, NY originally included approximately 4.7 miles located on right-of-way property owned by Canadian Pacific and CSX Railways (the "Rail ROW") (the "Original Rotterdam Routing"); and

WHEREAS, CHPEI has discussed the project extensively with the Town of Rotterdam, as the Project will be located within this community; and

WHEREAS, the Original Rotterdam Routing led CHPEI to develop an alternative routing (the "New Rotterdam Routing") along the CSX Railway for approximately 7.0 miles, beginning at the boundary between the Towns of Glenville and Rotterdam where it then proceeds south through the Town along the railroad; and

WHEREAS, the New Rotterdam Routing is proposed with a view towards decreasing environmental, and community impacts and increasing constructability; and

WHEREAS, the Project will provide significant economic and environmental benefits to New York State in the form of lower electric rates, by reducing greenhouse gas emissions and jobs, including local jobs during the Project's construction; and

WHEREAS, in recognition that CHPEI will generate tax revenue to Schenectady County, the Town of Rotterdam and the Schalmont Central School District once the project commences operation; and

WHEREAS, once the project commences operation it will not require ongoing services of the Town of Rotterdam or Schalmont Central School District; and

WHEREAS, CHPEI desires that the Town of Rotterdam endorse the Project and the New Rotterdam Routing within the Town of Rotterdam; and

WHEREAS, CHPEI believes that the Town of Rotterdam endorsement is an essential prerequisite to obtaining all final Project permits and approvals; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS

SECTION 1. The Town Board of the Town of Rotterdam is fully familiar with the Project, including the scope of the work to be performed by Champlain Hudson Power Express, Inc. ("CHPEI") within the Town of Rotterdam in furtherance of the Project.

SECTION 2. The Town Board of the Town of Rotterdam is fully familiar with the Project, including the scope of the work to be performed by Champlain Hudson Power Express, Inc. ("CHPEI") within the Town of Rotterdam in furtherance of the Project.

SECTION 3. The Town Clerk is hereby directed to forward a certified copy of this approved resolution to Transmission Developers Inc. at The Pieter Schuyler Building, 600 Broadway, Albany, NY 12207 for inclusion with CHPEI's application for amendment to its New York State Certificate of Environmental Compatibility and Public Need and any required applications for amendments to the Project's Federal Permits.

SECTION 4. The Town Board of the Town of Rotterdam hereby endorses the New Rotterdam Routing.

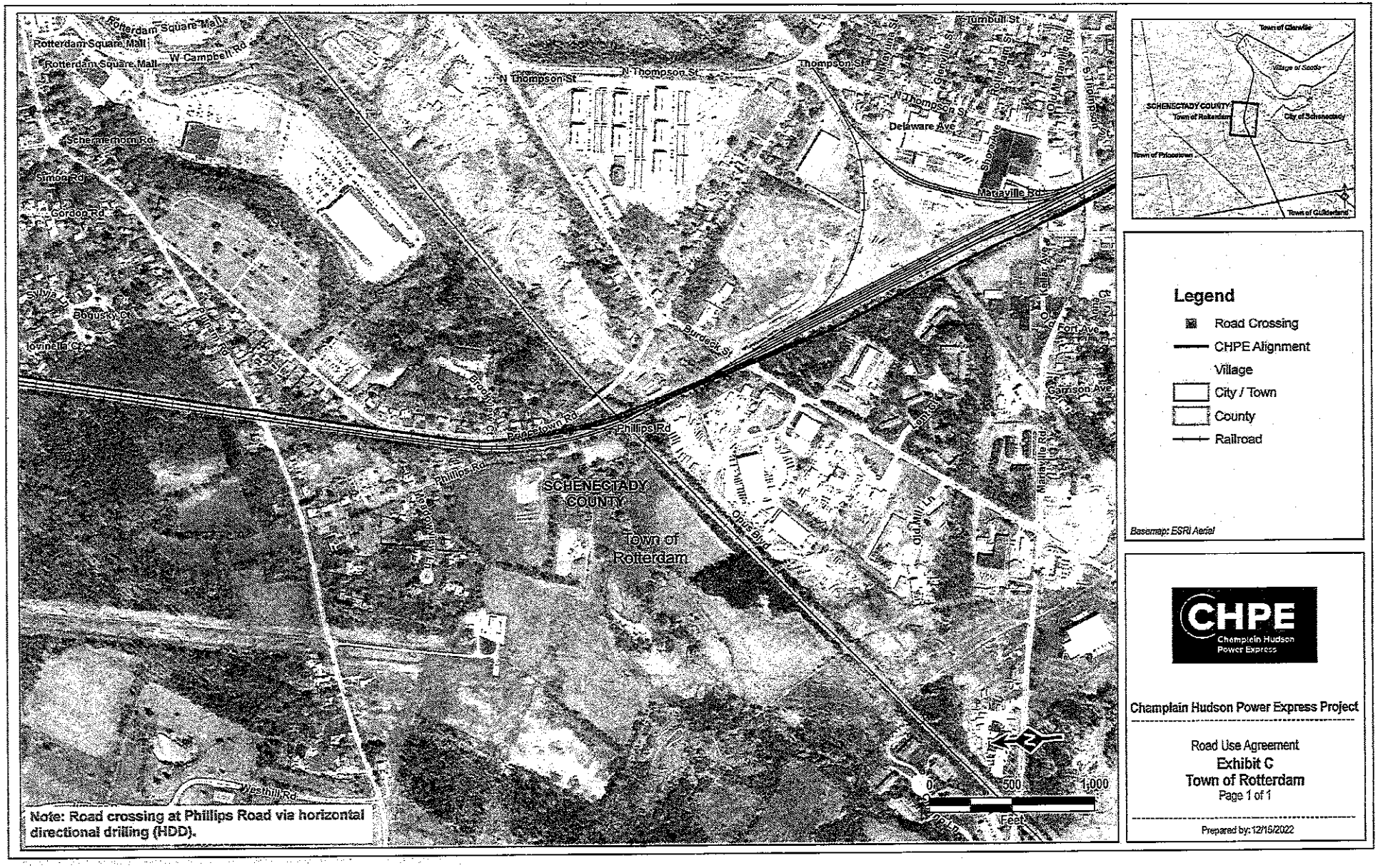
SECTION 5. The Town Board of the Town of Rotterdam hereby grants consent to CHPEI in accordance with Section 11 of New York's Transportation Corporations Law to lay down, construct and maintain its wires, conductors, conduits and other fixtures in and under the streets, avenues, public parks and places in the Town of Rotterdam in accordance with the requirements of CHPEI's Article VII Certificate, as amended and in effect from time to time.

SECTION 6. This resolution shall become effective April 25, 2018.

DATED: April 25, 2018

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli	X		
Miller-Herrera	X		
Signore	X		
Tommasone	X		

EXHIBIT C
MAP


Rotterdam Square Mall
W Campbell Rd
N Thompson St
Thompson St
Turnbull St
Delaware Ave
Maxwell St
Sunset Ave
Old Maxwell Rd
Maxwell Rd
Schermerhorn Rd
Simon Rd
Gordon Rd
Sylvia
Bogusky Dr
Jolynelle Cir
Burdeck St
Fort Ave
Garrison Ave
Bridge Town Rd
Phillips Rd
Old Mill Ln
Old Maxwell Rd
Westhill Rd
SCHENECTADY COUNTY
Town of Rotterdam
0
500
1,000
Feet
Note: Road crossing at Phillips Road via horizontal directional drilling (HDD).
Town of Glenville
Village of Scotia
SCHENECTADY COUNTY
Town of Rotterdam
City of Schenectady
Town of Princetown
Town of Guilderland
Legend
Road Crossing
CHPE Alignment
Village
City / Town
County
Railroad
Basemap: ESRI Aerial
CHPE
Champlain Hudson Power Express
Champlain Hudson Power Express Project
Road Use Agreement
Exhibit C
Town of Rotterdam
Page 1 of 1
Prepared by: 12/15/2022

Tax Map Parcel No.	12.-3-20.1	Exhibit C	
Town	Rotterdam		
County	Schenectady	Lands n/f	
State	New York	TOWN OF ROTTERDAM	

0 0.01 0.02 0.04 Kilometers

0 0.008 0.016 0.024 Miles

CHPE Champlain Hudson Power Express

N W E S

Permanent Transmission Line Area: 0.36 Acres

This exhibit is not an official survey plat and all acreages should be considered approximate.

Permanent Transmission Line Area
Parcel



Tax Map Parcel No.	38.-1-1	Exhibit C	
Town	Rotterdam		
County	Schenectady	Lands n/f	
State	New York	Town of Rotterdam	

Permanent Transmission Line Area: 0.61 Acres

Temporary Construction Area: 1.16 Acres

This exhibit is not an official survey plat and all acreages should be considered approximate.

0 0.025 0.05 0.1 Kilometers

0 0.015 0.03 0.045 Miles

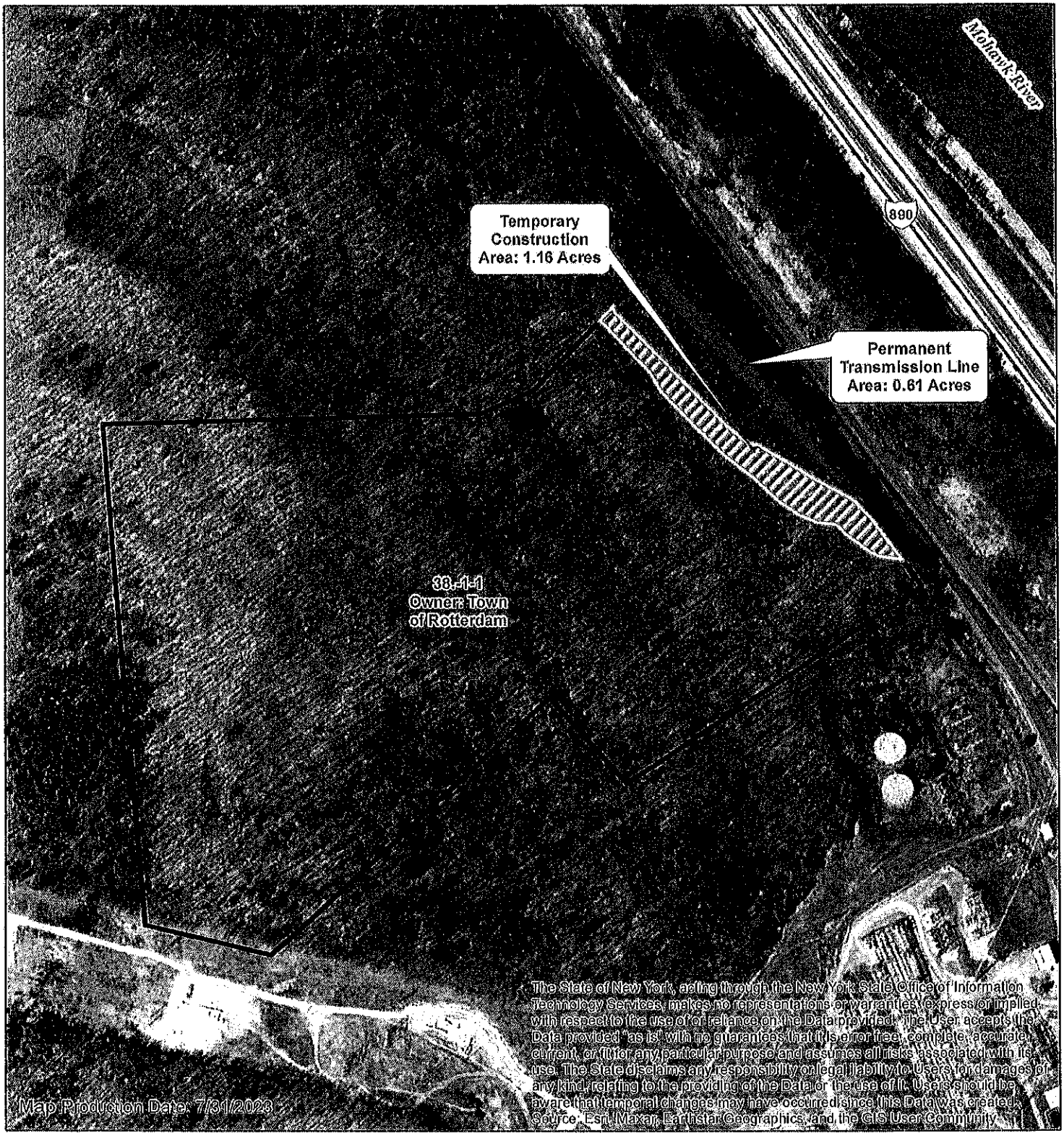
CHPE Champlain Hudson Power Express

Temporary Construction Area

Permanent Transmission Line Area

Parcel

N W E S



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EXHIBIT D
LIST OF TOWN CI

Champlain Hudson Power Express

Upland Co-Located Utility Summation Matrix

Revision Date: 07/28/23

Segment(s)	General Location of Utility				Owner	Utility	Size / Voltage	Invert/Depth (feet)	Vertical Clearance (feet)	Interaction Length (feet)	Offset from alignment (Left or Right)	Utility		Comments	Quality Level (A/B/C/D)
	Station (Starting Point for Parallel and Crossing Point for Perpendicular)	Station (Ending Point for Parallel)	Drawing sheet(s) #	HDD Drawing (if any)								Types of Interaction	Description		
Segment 17 - Schenectady	4548+70		C-133		Town of Rotterdam	Water line	12"	347.8	~5'			Perpendicular	Water line on South side of Putnam Road	For invert and size RE: C-133	B

Utility quality level defined as follows:

Four separate quality levels of subsurface utility facility information are generally recognized and are as follows:

Quality Level A (QLA): Quality Level A is the highest degree of accuracy. Information shown on the plans has been obtained by the actual exposure (or verification of previously exposed and surveyed utility facilities) of subsurface utilities, using (typically) minimally intrusive excavation equipment to determine their precise horizontal and vertical positions, as well as their other utility facility attributes. (Shown as QLA)

Quality Level B (QLB): Quality Level B is the second highest degree of accuracy. The information shown on the plans has been obtained through the application of appropriate surface geophysical methods (i.e., underground cameras, radar, sonar, tone code, etc.) to identify the existence and appropriate horizontal position of subsurface utility facilities. Quality Level B data are reproducible by surface geophysics at any point of their depiction. The information was surveyed to applicable tolerances and reduced onto the plans. No excavations were performed. (Shown as QLB)

Quality Level C (QLC): 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)

Quality Level D (QLD): Quality Level D is the lowest degree of accuracy. The information shown on the plans was derived solely from existing NYSDOT and/or utility company records or responses. (Shown as QLD)

RESOLUTION NO. 309.24

TO APPROVE BUDGET TRANSFERS TO THE 2024 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 **2024** are hereby audited and approved:

Fund	***Account No.***		***Title***	***Amount***
General	A5010 4100	FROM:	Office Supplies	-400.00
General	A5010 4900	INTO:	Sup. Highway Blg Repairs	+400.00

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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: **August 9, 2024**

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

FROM: **Comptroller's Office**

TITLE OF REQUEST**:** To approve budget transfers to the 2024 budget.

TOWN BOARD MEETING**:** To be placed on the Town Board Meeting of August 14, 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 August 14, 2024 and approve the transfer.

Attachment/Document(s): Memo: Larry LaMora

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

INTER-OFFICE MEMORANDUM

DATE: **July 26, 2024**

TO: **Allison Grace and Mollie Collins**

FROM: **Megan Griffin**

Re: **Budget Transfer**

Cc: **Larry LaMora**
Skip Skoda

Please transfer the following amount(s):

$400.00 from line A5010 4100; Office Supplies to
A5010 4900; Sup. Highway Building Repairs

This is to cover the purchase of new gates for the perimeter of the Highway Garage.

Thank you

RESOLUTION NO. 310.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ROTTERDAM HEATING AND AIR CONDITIONING

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 and agreement with Rotterdam Heating and Air Conditioning, located at 3101 N. Thompson Street, Rotterdam, NY 12306, for the purchase and installation of a 400,000 BTU gas fired unit to be installed at the Town of Rotterdam Highway Garage, located at 54 Duanesburg Road, Rotterdam, NY 12306, in the amount not to exceed nine thousand seven hundred fifty and 00/100 ($9,750.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 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: August 6, 2024

TO: Town Board

FROM: Larry LaMora, Highway Supervisor

TITLE OF REQUEST: Authorize the Supervisor to enter into a contract with Rotterdam Heating and Air Conditioning, 3101 N. Thompson Street, Rotterdam, NY 12306, for the purchase and installation of a 400,000 BTU Gas Fired Unit.

TOWN BOARD MEETING: August 14, 2024

Background Information: The current unit/heater at the highway garage is old and inefficient and needs constant repair.

Evaluation/Analysis: Installing a new unit/heater before cold weather and before all of our equipment is parked in the garage will make the installation go much easier and will provide the staff with the proper temperature during the colder months.

Recommendation(s): Authorize the Supervisor to enter into a contract with Rotterdam Heating and Air Conditioning for the purchase and installation of a 400,000 BTU Gas Fired Unit.

Attachment/Document(s): Quote

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor

Town of Rotterdam Purchase Order Request

Purchase Order Number: 2024-25

Date: August 2, 2024

Vendor: Rotterdam Heating and Air Conditioning

Vendor # 7629

Appropriation Account Number(s):	Amount to pay from line:
A5132-4123	**$ 9,750.00**

Description of items or services to be purchased:

To install new resnor hanging furnance

Reason for purchase:

To upgrade from old heating unit due that we can not get parts due to age of furnace

Requested by: Larry Lamora, Highway Superintendent

Department Head Approval: [signature]

Comptroller's Office Approval of funds available: [signature] ***Date:*** 8/2/24

Budget Transfer Request Attached: Yes _____ No X N/A

==========

Approved by:

Supervisor Collins: MC (Yes) No Date: 8/5/2024

Proposal

Rotterdam Heating & Air Conditioning
3101 N. Thompson Street
Rotterdam, N.Y. 12306
(518) 356-2162 • Fax (518) 356-3509

PROPOSAL SUBMITTED TO		PHONE Home / Work / Cell	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
SALESPERSON	DATE OF PLANS	CONTACT	JOB PHONE

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

(Please return one signed copy when accepted with deposit)

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

_____dollars ($ _____).

Payment to be made as follows: _____deposit, balance upon completion.

1 1/2% INTEREST ON ACCOUNTS OVER 30 DAYS (18% PER ANNUM) REASONABLE ATTORNEYS' FEES ARE CHARGED WHERE COLLECTION BECOMES NECESSARY

All cancelled jobs are subject to a restocking fee. We have a standard restocking fee of 20%

Purchaser has 3 days to cancel this proposal

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

ADAMS
Family Owned & Operated
HEATING & COOLING CO.
SINCE 1968

2088 Curry Road, Schenectady, NY 12303 | 518-356-4730 | fax 518-356-4881 | www.AdamsHVAC.net

Name	Phone	Date
Town of Rotterdam Highway Department	**518-355-7722**	**1/17/2024**
c/o Amanda Lawson		
54 Duanesburg Road		
Schenectady, NY 12306		

We hereby submit specifications and estimates for:

1. Install **(1) Modine #400AN** (400,000) BTU high efficiency gas hanging heater 80% A.F.U.E. **(Front of building overhead door)**
2. Units equipped with induced draft and spark ignition.
3. Install all necessary B-vent through the front of the building with the hood showing.
4. Heater vented outside wall (per MFG spec).
5. Unit suspended with 3/8" threaded rod from unistrut.
6. Reconnect to the existing gasline. Gasline has to be 1 1/4 " from the existing reducer of 1 ¼" to 1".
7. Additional piping may be required if additional heating systems drop pressure too low.
8. Power will be drawn from the existing tube heaters run with BX cable.
9. Install (1) heating / cooling thermostat 5/2 digital thermostat and low voltage connections. Wire to run in metal conduit pipe.
10. Adams to bring scissors lift for the installation.
11. Both material & labor (prevailing wage) included.
12. No permit fee included if necessary.
13. WARRANTY- 1 year on parts and labor.
14. WARRANTY-10 year on Heat exchangers per MFG.
15. Ask about the Adams HVAC referral program
16. All warranties are non-transferable.
17. All work to begin between 7-8 am in morning.
18. Customer's responsibility to clear all obstructions from around work area(s) prior to technicians arrival.

Dollars ($11,750) Lines (1-16)

Payment to be made as follows:

Cash/Check: 25% down payment upon signature of contract, Remaining balance due on day of completion. A Finance charge of 2% per month will be charged on unpaid balances. In the event of delinquency, I agree to pay finance charges, attorney fees, costs and disbursements necessary to affect collection.

Credit Card: 25% down payment upon signature of contract, Remaining balance due on day of completion 3% surcharge for payments made by any means other than CASH or CHECK. A Finance charge of 2% per month will be charged on unpaid balances. In the event of delinquency, I agree to pay finance charges, attorney fees, costs and disbursements necessary to affect collection.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manor according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen compensation insurance

Authorized
Signature- (Chris Church)
Note: Proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Date of Acceptance: X_____ **Signature**_____

Purchase Order 00202425-00 FY 2024

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ORIGINAL Page 1

Vendor
ROTTERDAM HEATING & AIR CONDITIONING
3101 N. THOMPSON STREET

SCHENECTADY, NY
12306
Tel 518-356-2162
Fax 518-356-3509

Ship To
PUBLIC WORKS - 1ST FLOOR
TOWN OF ROTTERDAM
1100 SUNRISE BLVD
SCHENECTADY, NY
12306

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/24	007629				

LN	Description / Account	Unit	Qty	Unit Price	Net Price
001	A5132-4123	EACH	1.00	9750.00000	9750.00
	To install new Resnor hanging furnace				
				PO Total	9750.00

Chief Procurement Officer

CrisafulliBros.
HOME SERVICES
PLUMBING / HEATING / COOLING / ELECTRICAL

7/31/2024

Rotterdam Highway Department **54 Duanesburg Road** **Rotterdam, NY 12306** **Contact: Larry Lamora**	Phone **(518) 355-7722**

SCOPE OF WORK-

Option #1- Install a new 400K BTU Input Hanging Garage Heater

Disconnect the existing gas piping and electrical from existing front tube heater in garage. Install a new 400K BTU input Modine Hanging natural gas heater per customer requested size. Secure the new heater to beams on ceiling with threaded rod and hangers. The heater will be installed to the interior right side of the front main garage door. Upsize existing gas piping for existing tube heater to 1-½" to adapt to existing 2" gas pipe and tie into new hanging heater. Properly support new gas piping with proper hangers. Adapt to the existing electrical to tube heater and run 15-20 feet of electrical to new hanging heater in conduit. Install a new thermostat for hanging heater. Install new venting out of the brick exterior wall of building. Make all final mechanical and electrical connections to the heater. Start and test system.

10 Year Heat Exchanger Warranty
1 Year Parts Warranty
1 Year Labor Warranty

CrisafulliBros.
HOME SERVICES
PLUMBING / HEATING / COOLING / ELECTRICAL

materials and labor are included. This is a Capital Improvement project, there is no tax.

Thank you for choosing Crisafulli Bros. Plumbing and Heating Contractors, Inc. to submit this proposal
We propose to furnish labor and material – complete in accordance with the above specifications for the sum of:

Total Investment - $36,298

Note: This proposal may be withdrawn by us if not accepted within 7 days

RESOLUTION NO. 311.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ___ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) TO RETAIL BUSINESS (B-1) LOCATED AT ARLENE STREET (TAX MAP NO. 59.15-1-10.11) AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone from Single Family Residential (R-1) to Retail Business (B-1) to create up to an additional 46 parking spaces on a portion of ±0.47-acre parcel for restaurant located at 2780 Hamburg Street. The property is known as Arlene Street (Tax Map No. 59.15-1-10.11); NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone from Single Family Residential (R-1) to Retail Business (B-1) to create up to an additional 46 parking spaces on a portion of ±0.47-acre parcel for a restaurant located at 2780 Hamburg Street. The property is known as Arlene Street (Tax Map No. 59.15-1-10.11).

SECTION 2. The Town Board hereby refers this Introductory Local Law No. ____ of 2024 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	August 1, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner
TITLE OF REQUEST:	Refer to Planning Commission for Report and Recommendation for Change of Zone from Single Family Residential (R-1) to Retail Business (B-1).
TOWN BOARD MEETING:	August 14, 2024
Background Information:	Titan Valley Development, Inc. Joe Citone 3 Laureldale Terrace Loudonville, NY 12211 Change of Zone from Single Family Residential (R-1) to Retail Business (B-1) on a portion of a ±0.47-acre parcel to create up to an additional 46 parking spaces a for restaurant located at 2780 Hamburg Street. The property is known as Arlene Street (Tax Map No. 59.15-1-10.11).
Evaluation/Analysis:	Rotterdam Town Code 270-174 states that Change of Zone applications shall be referred to the Planning Board for a report and recommendation prior to a public hearing.
Recommendation(s):	Refer to Planning Commission for Report and Recommendation.
Attachment/Document(s):	Application Materials
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	NYS Town Law Article 16 Proposed Local Law of the Year 2024
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

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

Application Fee **$650**

Existing Zone Classification: R-1 ONE FAMILY RESIDENTIAL & B-1 GENERAL BUSINESS

Proposed Zone Classification: Retail Business (B-1)

PART II
GENERAL INFORMATION

Legal Owner's Name: Titan Valley Development Inc.
Mailing Address: 3 Laureldale Terrace
City: Loudonville State: NY Zip: 12211
Daytime Phone: 518-788-3113 Fax

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Daniel R. Hershberg, PE & LS

Mailing Address: 18 Locust Street
City: Albany State: NY Zip: 12203`
Daytime Phone: 518-459-3096 Fax 518-459-5683

Project/Proposal Site Area: (Acres or sq. ft.) 0.47 Acres
Assessor Tax Parcel No.(s) of Site: 59.15-1-10.11

Adjacent Parcels Owned or Controlled: (Acres or sq. ft.) 1.6
Assessor Tax Parcel No.(s) of Adjacent Land Owned or Controlled:
59.14-15-16.11

Street Address of Proposed Site (if any): 2780 Hamburg Street

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)

Vacant land adjacent to Commercial use restaurant and and 9-unit apartment

School District: Mohonasen

Fire District: Rotterdam F.D.3

Water Supply Rotterdam District 5

Proposed Use of Property:

( ) **A1** One-family dwelling
( ) **A2** Two-family dwelling
( ) **B1** Multiple Dwelling (permanent occupancy)
( ) **B2** Multiple Dwelling (transient occupancy)
( ) **B3** Multiple Dwelling (senior citizen housing)
( ) **B4** Multiple Dwelling (adult residential care facility)

(■) **C1** Business
( ) **C2** Mercantile
( ) **C3** Industrial
( ) **C4** Storage
( ) **C5** Assembly
( ) **C6** Institutional
( ) **C7** Miscellaneous

LEGAL INFORMATION

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

South side of Arlene Street approximately 150' from Hamburg Street

Name of Public Road(s) Providing Access: Arlene Street

Width of Property Fronting on the Existing Public Road in Linear Feet: 139.60

Does the Proposal Have Access to an Arterial or Planned Arterial? ◯ Yes ◯ No

Name(s) of Arterial Road(s): access to I-890 via Curry Road and Hamburg Street

A legal description of the proposed site must be attached: ◯ Yes ◯ No

A copy of the assessor's map of the proposed site must be attached: ◯ Yes ◯ No

A copy of the most current deed(s) of the proposed site must be attached: ◯ Yes ◯ No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? N/A

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

The property has been vacant and is adjacent to a commercially with a restaurant and 9 unit apartments

the owner wishes to expand the parking to compliment his buisness.

UTILITIES

Proposed Source of Water:
- ○ Individual Wells
- ◉ Public System
- ○ Private Community System
- ○ Other, please describe _____

Proposed Means of Sewage Disposal:
- ◉ Public Sewer
- ○ Septic Tank & Leachfield
- ○ Other, please describe _____

PART III

****

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

****

I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: _____ Date: 7/25/2024

Address: 18 Locust Street, Albany NY Phone: 518-459-3096

Zip: 12203

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE



****

LEGAL OWNER SIGNATURE

****

(Signature of legal owner or representative as authorized by legal owner)

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

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: _____ Date: _____

Address:_____ Phone: _____

_____ Zip: _____

_____ _____

Signature of applicant or representative Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2_ _ _

NOTARY SEAL _____

Notary Signature

Notary Public in and for the State of New York
Residing at: _____
My appointment expires: _____

PLEASE AFFIX NOTARY SEAL HERE

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:
Arlene Street Extra Parking

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

Brief Description of Proposed Action:
Site improvements to a vacant parcel to include 46 paved parking spaces connection to adjacent parcel for additional restaurant parking. Also included is the rezone the rear portion of the property to Retail Business (B-1) Zone.

Name of Applicant or Sponsor:	Telephone: 518-788-3113
Titan Valley Development Inc.	E-Mail: titanvalleydev@gmail.com

Address:
3 Lauderdale Terrace

City/PO:	State:	Zip Code:
Loudonville	NY	12211

	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 Site Plan Approval	☐	☑

3. a. Total acreage of the site of the proposed action? 0.47 acres
   b. Total acreage to be physically disturbed? 0.4 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.07 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: _____	☑	☐

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

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

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: a parking lot will not require potable water	☑	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: a parking lot will not require wastewater utilities	☑	☐

	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: storm sewer within Arlene Street		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☑	☐

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

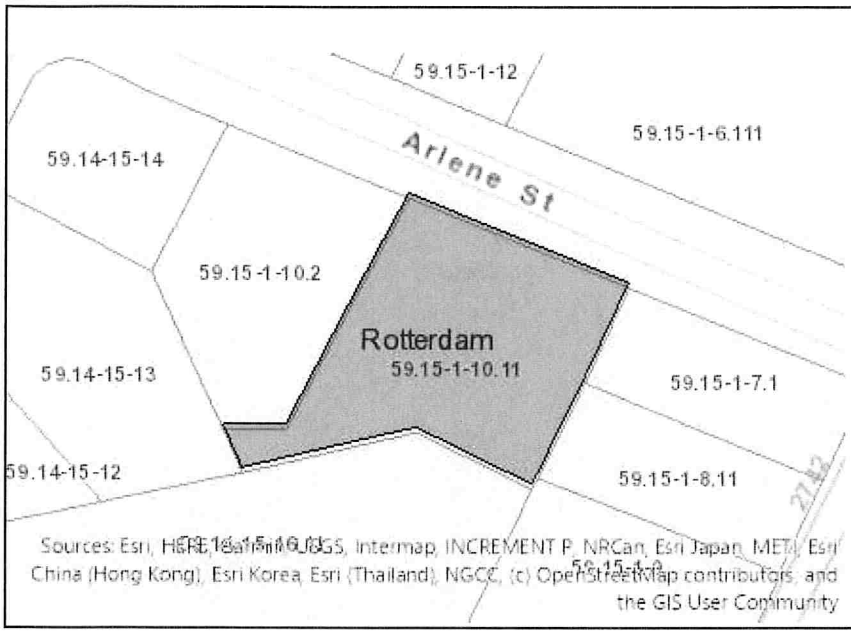
Applicant/sponsor/name: Daniel R. Hershberg, PE & LS, for the applicant Date: 7/17/2024

Signature: _____ Title: Managing partner

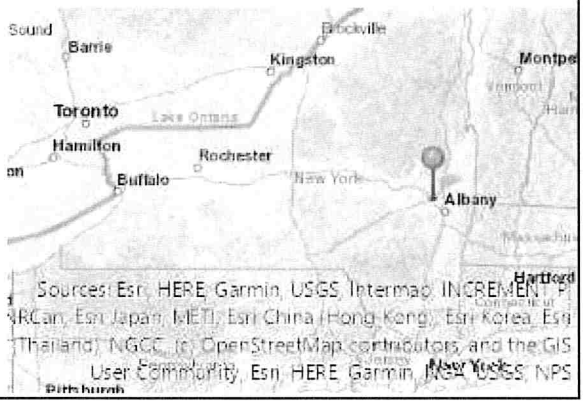
PRINT FORM

EAF Mapper Summary Report

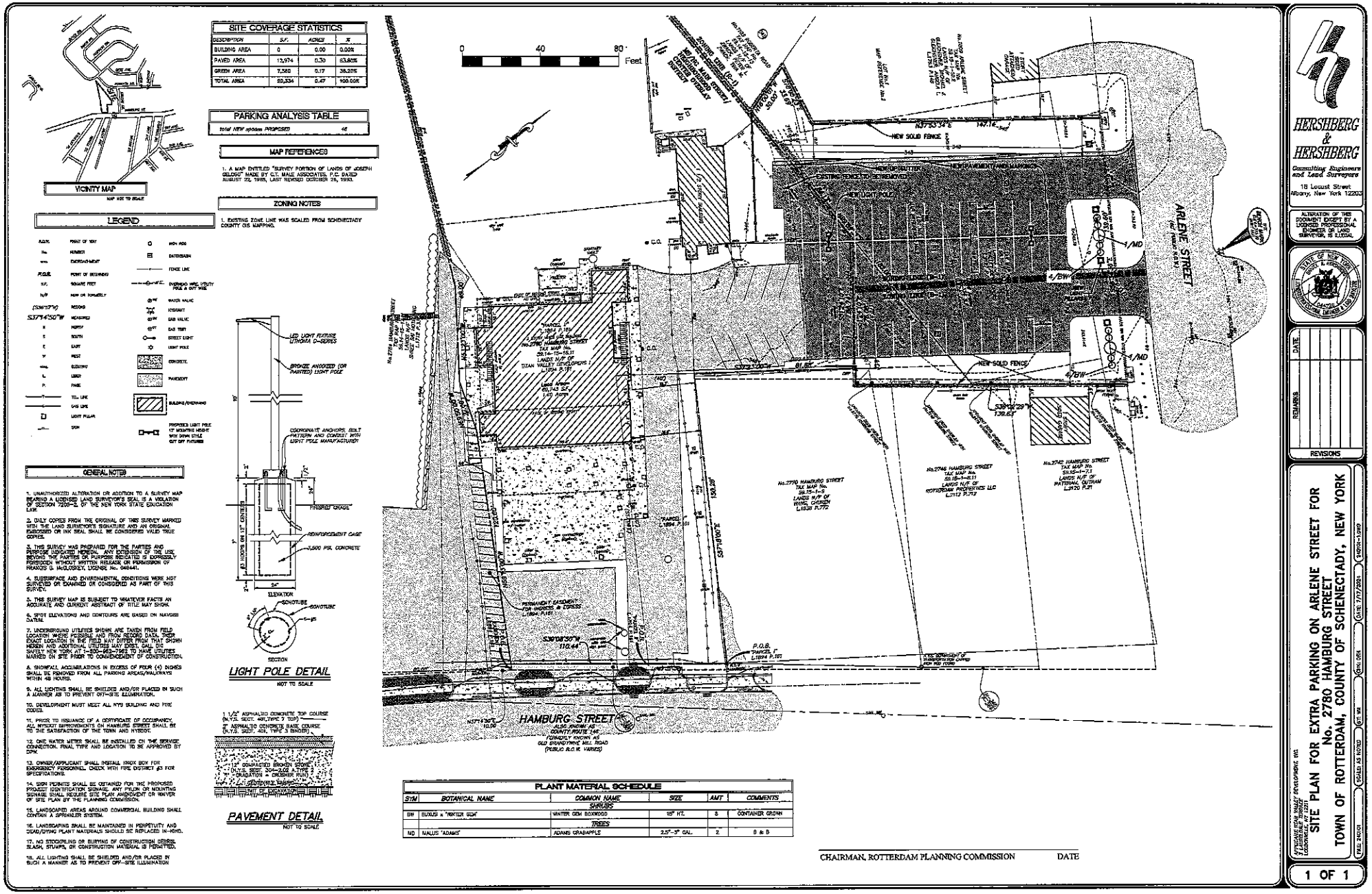
Wednesday, July 17, 2024 1:07 PM



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]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No


SITE COVERAGE STATISTICS
DESCRIPTION | S.F. | ACRES | %
BUILDING AREA | 0 | 0.00 | 0.00%
PAVED AREA | 12,974 | 0.30 | 53.80%
GREEN AREA | 7,580 | 0.17 | 36.20%
TOTAL AREA | 20,554 | 0.47 | 100.00%
PARKING ANALYSIS TABLE
total NEW spaces PROPOSED 16
MAP REFERENCES
1. A MAP ENTITLED "SURVEY PORTION OF LANDS OF JOSEPH GELOSO" MADE BY C.T. MALE ASSOCIATES, P.C. DATED AUGUST 22, 1995, LAST REVISED OCTOBER 28, 1993.
ZONING NOTES
1. EXISTING ZONE LINE WAS SCALED FROM SCHENECTADY COUNTY GIS MAPPING.
VICINITY MAP
MAP NOT TO SCALE
LEGEND
GENERAL NOTES
1. UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209-2, 0F THE NEW YORK STATE EDUCATION LAW.
2. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH THE LAND SURVEYOR'S SIGNATURE AND AN ORIGINAL EMBOSSED OR INK SEAL SHALL BE CONSIDERED VALID TRUE COPIES.
3. THIS SURVEY WAS PREPARED FOR THE PARTIES AND PURPOSE INDICATED HEREON. ANY EXTENSION OF THE USE BEYOND THE PARTIES OR PURPOSE INDICATED IS EXPRESSLY FORBIDDEN WITHOUT WRITTEN RELEASE OR PERMISSION OF FRANCIS D. McCLOSKEY, LICENSE No. 049441.
4. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY.
5. THIS SURVEY MAP IS SUBJECT TO WHATEVER FACTS AN ACCURATE AND CURRENT ABSTRACT OF TITLE MAY SHOW.
6. SPOT ELEVATIONS AND CONTOURS ARE BASED ON NAVD88 DATUM.
7. UNDERGROUND UTILITIES SHOWN ARE TAKEN FROM FIELD LOCATION WHERE POSSIBLE AND FROM RECORD DATA. THEIR EXACT LOCATION IN THE FIELD MAY DIFFER FROM THAT SHOWN HEREON AND ADDITIONAL UTILITIES MAY EXIST. CALL DIG SAFELY NEW YORK AT 1-800-962-7962 TO HAVE UTILITIES MARKED ON SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
8. SNOWFALL ACCUMULATIONS IN EXCESS OF FOUR (4) INCHES SHALL BE REMOVED FROM ALL PARKING AREAS/WALKWAYS WITHIN 48 HOURS.
9. ALL LIGHTING SHALL BE SHIELDED AND/OR PLACED IN SUCH A MANNER AS TO PREVENT OFF-SITE ILLUMINATION.
10. DEVELOPMENT MUST MEET ALL NYS BUILDING AND FIRE CODES.
11. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY, ALL INTERNAL IMPROVEMENTS ON HAMBURG STREET SHALL BE TO THE SATISFACTION OF THE TOWN AND NYSDOT.
12. ONE WATER METER SHALL BE INSTALLED ON THE SERVICE CONNECTION. FINAL TYPE AND LOCATION TO BE APPROVED BY DPW.
13. OWNER/APPLICANT SHALL INSTALL KNOX BOX FOR EMERGENCY PERSONNEL. CHECK WITH FIRE DISTRICT #5 FOR SPECIFICATIONS.
14. SIGN PERMITS SHALL BE OBTAINED FOR THE PROPOSED PROJECT IDENTIFICATION SIGNAGE. ANY PYLON OR MOUNTING SIGNAGE SHALL REQUIRE SITE PLAN AMENDMENT OR WAIVER OF SITE PLAN BY THE PLANNING COMMISSION.
15. LANDSCAPED AREAS AROUND COMMERCIAL BUILDING SHALL CONTAIN A SPRINKLER SYSTEM.
16. LANDSCAPING SHALL BE MAINTAINED IN PERPETUITY AND DEAD/DYING PLANT MATERIALS SHOULD BE REPLACED IN-KIND.
17. NO STOCKPILING OR BURYING OF CONSTRUCTION DEBRIS, SLASH, STUMPS, OR CONSTRUCTION MATERIAL IS PERMITTED.
18. ALL LIGHTING SHALL BE SHIELDED AND/OR PLACED IN SUCH A MANNER AS TO PREVENT OFF-SITE ILLUMINATION
LED LIGHT FIXTURE LITHONIA D-SERIES
BRONZE ANODIZED (OR PAINTED) LIGHT POLE
CORRUGATE ANCHORS, BOLT PATTERN AND CONDUIT WITH LIGHT POLE MANUFACTURER
FINISHED GRADE
REINFORCEMENT CASE
3,500 PSI. CONCRETE
ELEVATION
CONDUTUBE
CONDUTUBE
SECTION
LIGHT POLE DETAIL
NOT TO SCALE
1 1/2" ASPHALTIC CONCRETE TOP COURSE (N.Y.S. SECT. 401,TYPE 7 TOP)
3" ASPHALTIC CONCRETE BASE COURSE (N.Y.S. SECT. 401, TYPE 3 BINDER)
12" COMPACTED BROKEN STONE (N.Y.S. SECT. 304-2GR A TYPE 2 GRADATION = CRUSHER RUN)
UNDISTURBED EARTH
PAVEMENT DETAIL
NOT TO SCALE
0 40 80 Feet
ARLENE STREET
HAMBURG STREET
ALSO KNOWN AS COUNTY ROUTE 146 FORMERLY KNOWN AS OLD STAGECOACH MILL ROAD (PUBLIC R.O.W. VARIES)
NEW SOLID FENCE
NEW LIGHT POLE
EXISTING FENCE TO BE REMOVED
NEW PAVEMENT MARKINGS
No.2780 HAMBURG STREET
TAX MAP No. 39.14-15-16.11
LANDS N/F OF TITAN VALLEY DEVELOPERS I
L.1894 P.181
Land Area= 68,743 S.F. 1.60 ACRES
No.2770 HAMBURG STREET
TAX MAP No. 39.15-1-5
LANDS N/F OF WANG, CHIEN-MIN
L.1838 P.772
No.2746 HAMBURG STREET
TAX MAP No. 39.15-1-6.11
LANDS N/F OF ROTTERDAM PROPERTIES LLC
L.3113 P.712
No.2740 HAMBURG STREET
TAX MAP No. 39.15-1-7
LANDS N/F OF PATERNAL QUITRAN
L.3920 P.31
PERMANENT EASEMENT FOR INGRESS & EGRESS
L.1894 P.181
P.O.B. PARCEL 'F' L.1894 P.181
S38°08'30"W 110.44
N37°53'14"E 147.16
S38°02'29"E 139.60
S37°10'00"E 150.28
N77°43'47"W 110.00
PLANT MATERIAL SCHEDULE
SYM | BOTANICAL NAME | COMMON NAME | SIZE | AMT | COMMENTS
SHRUBS
SW | BUXUS x "WINTER GEM" | WINTER GEM BOXWOOD | 15" HT. | 5 | CONTAINER GROWN
TREES
MD | MALUS "ADAMS" | ADAMS CRABAPPLE | 2.5"-3" CAL. | 2 | B & B
CHAIRMAN, ROTTERDAM PLANNING COMMISSION DATE
HERSHBERG & HERSHBERG
Consulting Engineers and Land Surveyors
18 Locust Street
Albany, New York 12203
ALTERATION OF THIS DOCUMENT EXCEPT BY A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR IS ILLEGAL
DATE
REMARKS
REVISIONS
SITE PLAN FOR EXTRA PARKING ON ARLENE STREET FOR No. 2780 HAMBURG STREET
TOWN OF ROTTERDAM, COUNTY OF SCHENECTADY, NEW YORK
1 OF 1

RESOLUTION NO. 312.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2024; TO AMEND SECTION 266-46, ENTITLED "SCHEDULE VI: STOP INTERSECTIONS" OF THE CODE OF THE TOWN OF ROTTERDAM, FOR THE ADDITION OF STOP SIGNS AT THE AL CONSTANTINO DRIVE AND DUFF BAMBURY COURT INTERSECTION AND SCHEDULING A PUBLIC HEARING THEREON

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. __ of 2024; To amend Section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of stop signs at the Al Constantino Drive and Duff Bambury Court intersection.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00p.m. on the 11th day of September, 2024 for the following purpose:

> To recognize the introduction of Introductory Local Law No. __ of 2024; To amend Section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of stop signs at the Al Constantino Drive and Duff Bambury Court intersection.

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

DATED: August 14, 2024
Daily Gazette: Please publish once on August 16, 2024
Town Clerk
Post

SECTION 3. This resolution shall become effective August 14, 2024.

DATED: August 14, 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: July 30, 2024

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Recommend adding a stop sign to regulate traffic traveling on Al Constantino Drive @ Duff Bambury Court.

TOWN BOARD MEETING: August 14, 2024

August 14, 2024: Call for public hearing
September 11, 2024: Hold public hearing
September 11, 2024: Adopt the local law

Background Information: Received complaints from neighboring residents requesting the intersection of Al Constantino Dr. and Duff Bambury Ct. be a four-way stop intersection.

Evaluation/Analysis: A visual traffic survey was completed on July 6, 2024.

Recommendation(s): Recommend adopting a local law adding stop signs on Al Constantino Dr. at the intersection of Duff Bambury Ct.

Attachment/Document(s): Traffic survey completed by Sergeant Varrone.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): 266-13 and 266-46 of the Rotterdam Town Code.

LEGISLATION WILL BE PREPARED BY: RPD

ROTTERDAM POLICE DEPARTMENT
UNIFORM DIVISION
TRAFFIC SURVEY

ATTN: Chief Brown, Deputy Chief Male, Lieutenant Collins, Lieutenant Girard
LOCATION: Al Constantino Dr and Duff Bambury Ct
DATE: 07/06/2024

REQUEST

Received a complaint from town residents regarding the intersection of Al Constantino Drive at Duff Bambury Ct. This is a four way intersection with stop signs positioned only on Duff BamburyCt. There are no stop signs positioned on Al Constantino Dr and the neighbors would like them due to the intersection being frequently traveled via foot and bicycle as well as the increase in vehicular traffic as more new homes have been developed in the immediate area.

SURVEYS

A visual traffic survey was completed on 07/06/24.

CONCLUSION

After review of the above mentioned intersection and considering the guidelines set forth in the Manual of Uniform Traffic Control, I do feel a four way stop sign being placed on Al Constantino Drive at Duff Bambury Court will have an impact on traffic control.

While conducting a visual survey of the intersection I observed bushes on the southeast corner of Duff Bambury Ct and Al Constantino Dr, which highly limit the view of vehicles on Al Constantino Dr northwest, while stopped on Duff Bambury Ct. (Photos provided). It appears that the bushes in question along with a large landscaping rock, with a plaque attached, were installed by the Town of Rotterdam as a memorial to V. Dalton Bambury. This appears to be in violation of Rotterdam Town Zoning code Chapter 270-12 (Visibility at intersections).Also, due to the curved design of the roadway of Al Constantino Dr approaching the intersection it makes oncoming traffic less visible with said landscaping installed. I am recommending the relocation of the memorial (bushes and plaque) to the cul-de-sac at the end of Duff Bambury Ct and the intersection being a 4 way stop sign controlled location.

I feel the placement of stop signs on Al Constantino Drive will aide in the overall safety of the community.

M.U.T.C Section 2B.05

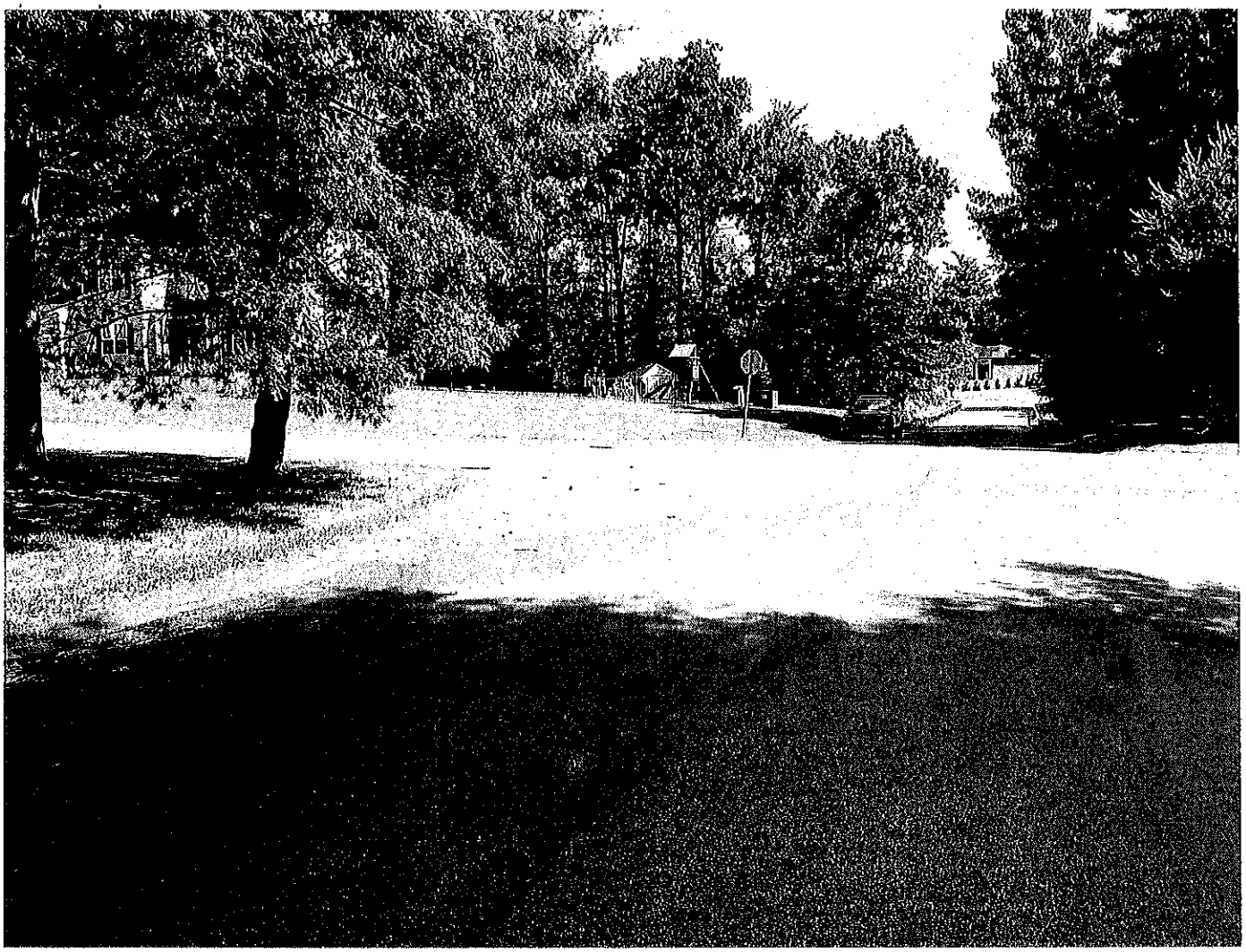
1. Street entering a through highway or street;
2. Unsignalized intersection in a signalized area;

ROTTERDAM POLICE DEPARTMENT
UNIFORM DIVISION
TRAFFIC SURVEY

Respectfully Submitted,

Sgt Anthony Varrone

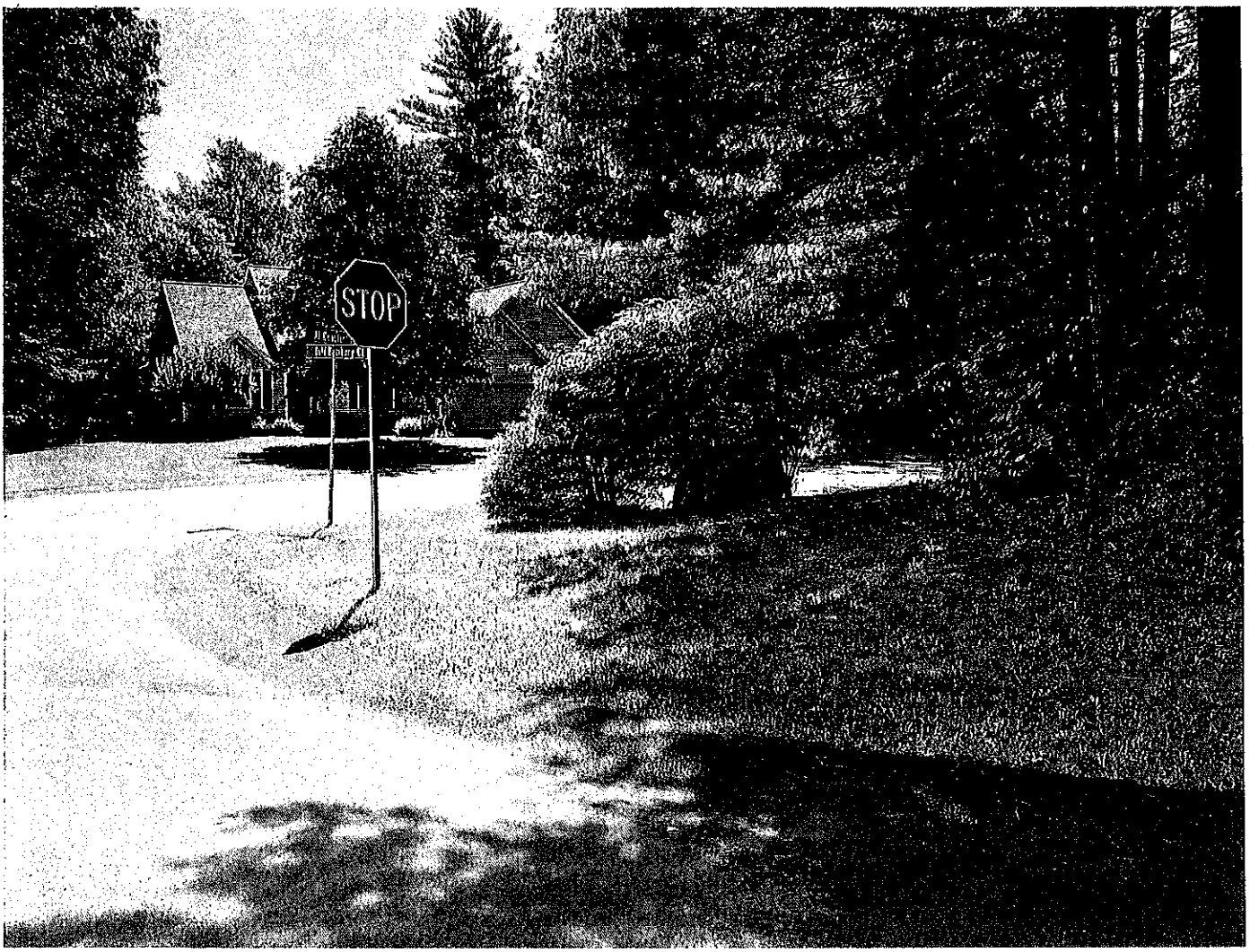

STOP

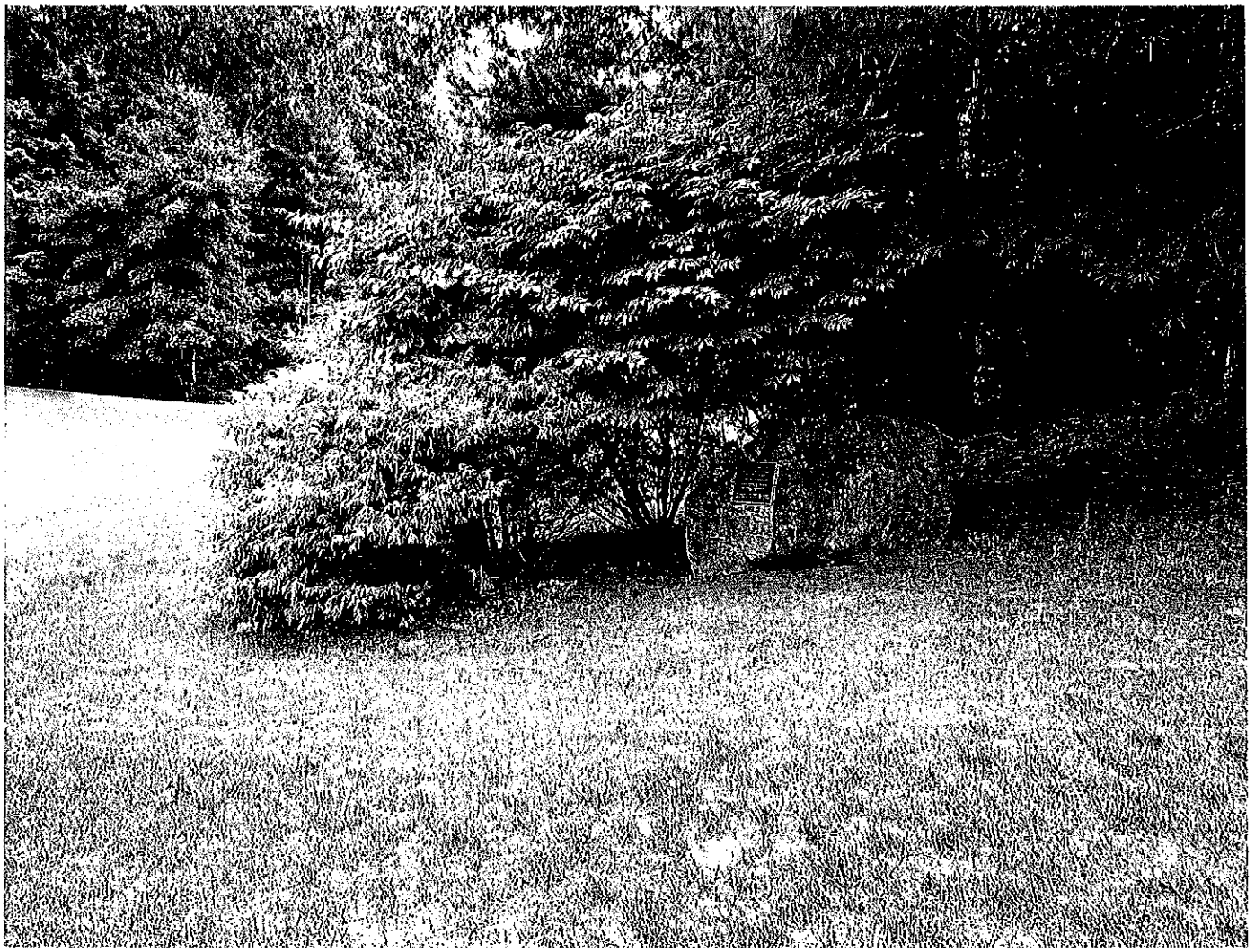





STOP


STOP


STOP





RESOLUTION NO. 313.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2024; TO AMEND SECTION 266-46, ENTITLED "SCHEDULE VI: STOP INTERSECTIONS" OF THE CODE OF THE TOWN OF ROTTERDAM, FOR THE ADDITION OF A STOP SIGN AT LAURA STREET AND GUILDERLAND AVENUE AND SCHEDULING A PUBLIC HEARING THEREON

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. __ of 2024; To amend Section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of a stop sign at Laura Street and Guilderland Avenue.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00p.m. on the 11th day of September, 2024 for the following purpose:

> To recognize the introduction of Introductory Local Law No. __ of 2024; To amend Section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of a stop sign at Laura Street and Guilderland Avenue.

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

DATED: August 14, 2024
Daily Gazette: Please publish once on August 16, 2024
Town Clerk
Post

SECTION 3. This resolution shall become effective August 14, 2024.

DATED: August 14, 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: July 30, 2024

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Recommend re-installing a stop sign on Laura Street at the intersection of Guilderland Avenue.

TOWN BOARD MEETING: August 14, 2024

August 14, 2024: Call for public hearing
September 11, 2024: Hold public hearing
September 11, 2024: Adopt the local law

Background Information: As a result of the removal of the one way section of Laura Street at Guilderland Avenue (resolution no. 130.24) a stop sign should be re-installed.

Evaluation/Analysis: This intersection previously had a stop sign prior to it becoming a one way.

Recommendation(s): Recommend re-installing a stop sign on Laura Street at the intersection of Guilderland Avenue.

Attachment/Document(s): Memorandum completed by Sergeant Varrone.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): 266-13 and 266-46 of the Rotterdam Town Code.

LEGISLATION WILL BE PREPARED BY: RPD

ROTTERDAM POLICE DEPARTMENT
UNIFORM DIVISION
MEMORANDUM

TO: Chief Michael Brown

FROM: Sergeant Anthony Varrone

DATE: 06/25/24

RE: Stop sign needed at Laura St and Guilderand Ave

Chief Brown,

Due to the recent removal of the one way signage on Laura St, east off of Guilderland Ave, I believe it is necessary to re-install a stop sign on Laura St at that intersection. There was a sign there prior to the one way approval but now that the one way is no longer in effect it is best for the safety of the town and motorists if the sign is again installed at that location.

Respectfully submitted,

Sgt. Anthony Varrone

RESOLUTION NO. 314.24

TO ACCEPT AND AWARD BID FOR WATER DISTRICT NO. 5 LEAK DETECTION SURVEY PHASE 2

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

WATER DISTRICT NO. 5 LEAK DETECTION SURVEY PHASE 2

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 Water District No. 5 Leak Detection Survey Phase 2 for the Town of Rotterdam to Consulting Engineering Inc., located at 19655 Tanbark Lane, Strongsville, Ohio 44149, at the mutual consent of both the Town and Consulting Engineering Inc.

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

SECTION 3. This resolution shall become effective August 14, 2024.

DATED: August 14, 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:	August 8, 2024
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo -Senior Planner
TITLE OF REQUEST:	Award Bid - Water District No. 5 Leak Detection Survey Phase 2
TOWN BOARD MEETING:	August 14, 2024
Background Information:	The Town called for bids for Water District No. 5 Leak Detection Survey Phase 2 on June 12, 2024.
Evaluation/Analysis:	Sealed bids were publicly opened for the Water District #5 Leak Detection Survey Phase 2 Project at Town Hall on Tuesday, July 23, 2024. The apparent low bidder for this work is Consulting Engineering, Inc., located in Strongsville, Ohio.
Recommendation(s):	Award bid for Water District No. 5 Leak Detection Survey Phase 2 for the Town of Rotterdam to Consulting Engineering Inc., located at 19655 Tanbark Lane, Strongsville, Ohio 44149.
Attachment/Document(s):	Letter from KB Engineering & Architecture, P.C. dated July 24, 2024 recommending award. Bid Packet from Consulting Engineers Inc.
Compliance with Purchasing Policy:	Sealed bids after public advertisement
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

KB Engineering & Architecture, P.C.
100 Great Oaks Boulevard, Suite 114
Albany, NY 12203
P: 1.833.723.4768

July 24, 2024

Mrs. Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

Re: Town of Rotterdam
Water District #5 Leak Detection Survey Phase 2
Contract No. 1 – Leak Detection
Recommendation of Award

Dear Supervisor Collins:

Sealed bids were publicly opened for the Water District #5 Leak Detection Survey Phase 2 Project at Town Hall on Tuesday, July 23, 2024. The bid results are shown in the table below:

Contractor	Bid Amount
Consulting Engineering, Inc.	$25,600.00
M.E. Simpson Co., Inc.	$27,750.00

The apparent low bidder for this work is Consulting Engineering, Inc., located in Strongsville, Ohio. We have complete a few successful projects with Consulting Engineering, Inc. in the past on projects of similar size and scope . They are qualified to perform the work for which they bid. The bid amount is reasonable for the scope of work involved, in our opinion.

We therefore recommend that the Town award the Water District #5 Leak Detection Survey Phase 2 Project to Consulting Engineering, Inc. in the amount of $25,600.00

Sincerely,
KB Engineering & Architecture, P.C.

Jeffrey D. Trzeciak, P.E.
Senior Project Manager II

cc: Jack Dodson, Deputy Town Supervisor
Diane Marco, Town Clerk

CONSULTING ENGINEERING INC.

FORMS TO BE SUBMITTED WITH BID

- **004117 BID FORM**
- **004313 BID BOND**
- **004513 CONTRACTOR'S QUALIFICATION STATEMENT**
- **004519 NONCOLLUSION AFFIDAVIT**
- **004525 NON-DISCRIMINATION AND HARASSMENT IN THE WORKPLACE POLICY**

TOWN OF ROTTERDAM
WATER DISTRICT #5 LEAK DETECTION SURVEY PHASE 2

004117
Bid Form

For: Town of Rotterdam
Water District #5 Leak Detection Survey Phase 2

From: Consulting Engineering Inc.
(Name of Bidder)

Date Bid Submitted: 07/02/2024

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 finish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid 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 days after the day of 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 ten days after the date of OWNER's Notice of Award.

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

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

BIDDER has studied carefully 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) which have been identified in the Supplementary Conditions as provided in 5.03 of the General Conditions. BIDDER accepts the determination set forth in paragraph SC-5.03 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely as provided in 5.03 of the General Conditions. BIDDER acknowledges that such reports and drawings are not contract documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown, or indicated, in the bidding documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all 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 and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for the performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with 15.03 and 15.06 of the General Conditions on or 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.

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.

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, tests, studies and data with the contract documents.

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.

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

If the undersigned fails to execute the contract and furnish a satisfactory bond as stated in the foregoing Notice to Bidders, within ten days from the date of notification of the awarding of the contract, the OWNER may, at its option, determine that the undersigned has forfeited the contract and the certified check or bid bond accompanying this proposal shall be invoked as liquidated damages for such failure; otherwise it shall be returned to the undersigned.

BID FORM MUST BE INSERTED IN PROJECT MANUAL

TOWN OF ROTTERDAM
WATER DISTRICT #5 LEAK DETECTION SURVEY PHASE 2

Contract No. 1 – Leak Detection

1. Leak Detection Bid Amount

The contractor shall include all costs associated with the leak detection survey in the lump sum bid for water main leak detection in the bid form below, including but not limited to labor, equipment, vehicles, mileage, hotels, meals, paper, coordination with the Town and Engineer, project management and administration, insurance, and reports.

For work of Contract No. 1 – Leak Detection, the BIDDER proposes to perform the work required in accordance with contract documents, complete for the lump sum price of:

Pay Item No.	Pay Item Description	Lump Sum $ Amount
1.	Leak Detection Bid Work per contract	$25,600.00

Total Lump Sum Leak Detection Bid Amount written in numbers:

$ 25,600.00

Total Lump Sum Leak Detection Bid Amount written in words:

Twenty-five thousand Six-hundred Dollars and Zero Cents

Bids shall include all associated costs for completion of that particular item of work, including but not limited to all overhead and administrative costs. Failure to include any costs or work will not be grounds for extra payment.

Note: Owner retains the right to reject all bids.

2. Bid Deposit

In accordance with the conditions established in the foregoing Notice to Bidders, attached is a certified check or bid bond drawn on

one-thousand two-hundred eighty dollars and zero cents

for the sum of 5% of the total bid amount or

$ 1,280.00

3. Acknowledgment of Receipt of Addenda

Addenda #	Date	Contractor's Signature
1	07/05/2024	

4. Address/Telephone and Telefax Number for Communications Regarding Bid

Name: Y Chan | Principal Owner & Civil Engineer

Address: 19655 Tanbark Ln.; Strongsville, OH 44149

BID FORM MUST BE INSERTED IN PROJECT MANUAL

Telephone: 440-238-9699 x206 Telefax: 440-238-9699

5. Noncollusion Affidavit Signed (Section 004519)

✓ Yes _____ No

6. Contractors Qualification Statement completed (section 004513)

✓ Yes _____ No

7. Harassment Policy Affidavit signed (section 004525)

✓ Yes _____ No

8. Bidder's Signature

If Bidder is an Individual:

By: _____ (signature)

_____ (print or type name (and title if applicable))

DBA: _____

Address: _____

_____

Phone _____

If Bidder is a Partnership:

_____ (print or type firm name)

By: _____ (signature of General Partner)

_____ (print or type name & title)

Address: _____

_____

Phone _____

If Bidder is a Corporation:

Consulting Engineering Inc. (print or type corporate name)

Ohio (state of incorporation)

By: _____ (signature of President or Vice President)

Y Chan | Principal Owner & Civil Engineer (print or type name & title)

(Corporate Seal)

Attest _____ (signature by corp. secretary/asst. secretary)

Ray Chan | Civil Engineer (print or type name & title)

Address: 19655 Tanbark Ln.
Strongsville, OH 44149

Phone: 440-238-9699

BID FORM MUST BE INSERTED IN PROJECT MANUAL

004313

BID BOND

(Attach Bid surety to this Page)

BID BOND

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

BIDDER *(Name and Address)*:
Consulting Engineering, Inc.
19655 Tanbark Ln
Strongsville, OH 44149

SURETY *(Name and Address of Principal Place of Business)*:
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER *(Name and Address)*:
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, New York 12306

BID
Bid Due Date: **Tuesday, July 16, 2024**
Description *(Project Name and Include Location)*:

BOND **TOWN OF ROTTERDAM WATER DISTRICT #5 LEAK DETECTION SURVEY PHASE 2 CONTRACT NO. 1 – LEAK DETECTION**
Bond Number: **Bid Bond**
Date *(Not earlier than Bid due date)*:
Penal sum **Five Percent of the Total Amount Bid** (Words) $ **5% TAB** (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	
Consulting Engineering, Inc. (Seal)	**SURETY Travelers Casualty and Surety Company of America** (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
Y Chan	**Erida Abrudeanu**
Print Name	Print Name
Principal Owner & Civil Engineer	**Attorney-In-Fact**
Title	Title
Attest:	Attest:
Signature	Signature
Civil Engineer	**Ionatan Abrudeanu, Witness**
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.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **EDITA ABRUDEANU** of **FRISCO**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P. NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____, _____

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-In-Fact and the details of the bond to which this Power of Attorney is attached.

004513

QUALIFICATIONS STATEMENT

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. **SUBMITTED BY:**

   Official Name of Firm: Consulting Engineering Inc.

   Address: 19655 Tanbark Ln.

   Strongsville, OH 44149

2. **SUBMITTED TO:** Town of Rotterdam and Prime AE Group of NY

3. **SUBMITTED FOR:**

   Owner: Town of Rotterdam

   Project Name: WATER DISTRICT #5 LEAK DETECTION SURVEY PHASE 2

   TYPE OF WORK: Water System Leak Detection Services

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Y Chan

   Title: Principal Owner & Civil Engineer

   Phone: 440-238-9699 x206

   Email: y.chan@cengr.co

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5. **AFFILIATED COMPANIES:**

Name: N/A

Address:

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☑ CORPORATION

State of Organization: Ohio

Date of Organization: 2/16/2006

Executive Officers:

- President: Y Chan
- Vice President(s): Y Chan
- Treasurer: Y Chan
- Secretary: Y Chan

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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

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7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

	CERTIFIED BY:
Disadvantage Business Enterprise:	State of Ohio
Minority Business Enterprise:	State of Ohio
Woman Owned Enterprise:	
Small Business Enterprise:	State of Ohio
Other (_____):	

9. BONDING INFORMATION

Bonding Company: Travelers Casualty and Surety Company of America

Address: One Tower Square
Hartford, CT 06183

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

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10. FINANCIAL INFORMATION

Financial Institution: Fifth Third Bank

Address: 16046 Pearl Rd MD A97711

Strongsville, OH 44136

Account Manager: Dustin Hayden | VP

Phone: 440-238-1024

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

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12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Consulting Engineering Inc.

BY: Y Chan

TITLE: Principal Owner & Civil Engineer

DATED: 7/9/2024

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 9 DAY OF July, 2024

NOTARY PUBLIC - STATE OF OH

MY COMMISSION EXPIRES: Oct 29 2027

NOTARY PUBLIC STATE OF OHIO

DUSTIN M HAYDEN
Notary Public
State of Ohio
My Comm. Expires
October 29, 2027

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
*See attached which includes names, client, contact information, project details and letters of reference. More references and information available upon request.	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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August 14, 2024

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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CONSULTING ENGINEERING, INC.

Representative Projects



Customer: Naperville, IL ($545,292.00 Contract/yr)
Contact: Tony Conn | Deputy Director
Material: Metallic & Non-metallic | Completed: 2024 (2025, 2026) | System Age: ~100 yrs.
Services Rendered: Leak detection of 748 miles twice a year while documenting all listening points, defects, mapping discrepancies, sounds, and leaks along with emergency services.

Customer: Clearwater, FL ($199,771 Contract/yr)
Contact: Adam Brugman | Distribution Manager
Material: Metallic & Non-metallic | Completed: 2024 (2025, 2026) | System Age: ~100 yrs.
Services Rendered: Leak detection of 730 miles while documenting all listening points, defects, mapping discrepancies, sounds, and leaks along with emergency services.

Customer: E Source and Cal Water ($317,850 Contract/yr)
Contact: Kate Gasner | Vice-President of Operations
Material: Metallic & Non-metallic | Completed: 2022-2023| System Age: ~100 yrs.
Services Rendered: Comprehensive leak detection of 815 miles and satellite leak detection of 163 Asterra POIs for the Hermoso Redondo, Livermore, Mid-Peninsula, and Westlake water systems in California.

Customer: Sweetwater, CA ($154,5000 Contract/yr)
Contact: Adam Brugman | Distribution Manager
Material: Metallic & Non-metallic | Completed: 2024 | System Age: ~100 yrs.
Services Rendered: Comprehensive leak detection of 395 miles and satellite leak detection of 618 Asterra POIs while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: E Source and Cal Water ($57,420 Contract/yr)
Contact: Kate Gasner | Vice-President of Operations
Material: Metallic & Non-metallic | Completed: 2024| System Age: ~100 yrs.
Services Rendered: Comprehensive leak detection of 174 miles and satellite leak detection of 36-mile equivalent of Echologic logger POIs for the Bear Gulch water system in California.

Customer: Cleveland Water Department ($130,000 Contract; $640,750 Contract)
Material: Metallic | Completed: 2017, 2021-2023 | System Age: ~100 yrs.
Services Rendered: 2017 Leak detection survey services for 2,100 miles while documenting all listening points in ArcGIS/ESRI. 2021-2023 comprehensive leak detection of Utilis/Asterra's 750 POIs along with emergency services.

Customer: Cambridge, MA ($57,750 Contract/yr)
Contact: Mark F. Gallagher | Director of Engineering & Distribution
Material: Metallic | Completed: 2022, 2023 (2024) | System Age: ~100 yrs.
Services Rendered: Annual leak correlation survey for 185 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks using the 100% correlation method.

19655 Tanbark Ln | Strongsville, OH 44149
Tel: 440.238.9699 | Email: ce@cengr.co | Website: www.cengr.co

Customer: Yarmouth, MA ($48,576 Contract/yr)
Contact: Laurie J. Ruszala, P.E. | Superintendent of Water and Wastewater
Material: Metallic | Completed: 2023 (2024, 2025) | System Age: ~100 yrs.
Services Rendered: Leak detection for 264 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: City of Sandwich, MA ($29,274 Contract/yr)
Contact: Dan Mahoney | Water Superintendent
Material: Metallic | Completed: 2021, 2022, 2023 | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 145 miles while documenting all listening points and leak detection results.

Customer: Lowell, MA Regional Water Utility ($24,72, $44,075 Contracts)
Contact: Paul Pires | Superintendent of Distribution
Material: Metallic | Completed: 2019, 2023, (2024) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 215 miles while documenting all listening points and leak detection results.
Customer: Asterra/Utilis | ($51,550 Contract)
Locations: Aqua, VA; Bristol, RI; Kline, PA; N. Kingstown, RI; Oak Creek, WI; Warren, OH
Contact: Fareed Nazaryfar | Customer Success Manager
Material: Metallic & Non-Metallic | Completed: 2022 | System Age: ~100 yrs.
Services Rendered: Comprehensive investigations of satellite POIs for water distribution piping while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: Montgomery, PA ($43,171 Contract/yr)
Contact: David Quinn | Project Manager at North Wales Water Authority
Material: Metallic | Completed: 2020, 2021, 2022, 2023, (2024) | System Age: ~100 yrs.
Services Rendered: Annual leak correlation survey for 136 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks using the 100% correlation method.

Customer: Bellevue, WA ($15,750 Contract/yr)
Contact: Nathan Rauscher | Senior Engineering Technician, Water Operations & Maintenance
Material: Metallic & Non-metallic | Completed: 2022, 2023 (2024) | System Age: ~100 yrs.
Services Rendered: Leak comprehensive survey for 70 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, & leaks.

Customer: U.S. Air Force ($22,000 Contract)
Contact: Gary Krivokapich. P.E., CEM | Energy Utility Manager & Engineer of Davis Monthan AFB
Material: Metallic & Non-metallic | Completed: 2022 | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for DM AVB water distribution piping while documenting all listening points and leak detection results.

Customer: City of Normal, IL ($46,600 Contract/yr)
Contact: John Burkhart | Director of Water
Material: Metallic | Completed: 2023 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 200 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

CONSULTING ENGINEERING, INC.



Customer: City of Arlington Heights, IL ($30,940 Contract/yr)
Contact: Scott Schweda | Water Superintendent
Material: Metallic | Completed: 2021, 2022, 2023, 2024 (2025-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 286 miles while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Glenview, IL ($29,274 Contract/yr)
Contact: Jack Fragassi | Water and Sewer Supervisor
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 246 miles while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Northbrook, IL ($24,395 Contract/yr)
Contact: Joseph Rizzo | Utilities Superintendent
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 205 miles of water distribution and 2020 POIs piping while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Carol Stream, IL ($23,120 Contract/yr)
Contact: Phil Modaff | Director of Public Works
Material: Metallic | Completed: 2021, 2022, 2023, (2024) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 177 miles and private mains while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Lake Forest, IL ($22,230 Contract/yr)
Contact: Rich Volpe | Water & Sewer Superintendent
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 170 miles while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Winnetka, IL ($25,526 Contract/yr)
Contact: Drew Ceckowski | Water & Electric Analyst
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 103 miles, twice a year, while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Niles, IL ($24,564 Contract/yr)
Contact: Jack Grana | Utilities Superintendent
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 103 miles while documenting all listening points and leak detection results with ongoing emergency services.

CONSULTING ENGINEERING, INC.

Customer: Village of Buffalo Grove, IL ($25,000 Contract/yr)
Contact: David K. Haisma | Superintendent of Water Operations
Material: Metallic | Completed: 2020-2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 183 miles with ongoing emergency services while all listening points, defects, mapping discrepancies, sounds, and leaks of 4,894 assets were documented in ArcGIS. Confirmed leaks were documented and reported in Cartegraph.

Customer: Springfield, IL Water, Light, and Power ($29,000 Contract/yr)
Contact: Josh Stewart, P.E. | Water Distribution Engineer
Material: Metallic | Completed: 2019-2022 | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 224 miles while documenting all listening points and leak detection results.

Customer: City of Lakewood, OH ($23,000 Contract/yr)
Contact: Nicholas DelVecchio | City of Lakewood Division Manager
Material: Metallic | Completed: 2020-2022, 2023, (2024-2027) | System Age: ~100 yrs.
Services Rendered: Bi-annual leak detection services for 240 miles/year with ongoing emergency services while all listening points, defects, mapping discrepancies, sounds, asset types, and leaks were documented in ArcGIS.

Customer: City of Bensenville, IL ($13,200 Contract/yr)
Contact: Vincent Smith | Operation Superintendent
Material: Metallic | Completed: 2021, 2022, & 2023 (2024) | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 80 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Cary, IL ($10,200 Contract/yr)
Contact: John Stein | Deputy Director of Public Works
Material: Metallic | Completed: 2023 (2024-2025) | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 30 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Park Ridge, IL ($19,320 Contract/yr)
Contact: Mark Miller | Superintendent of Public Works
Material: Metallic | Completed: 2020-2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 138 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.



Customer: City of Oak Park, IL ($17,490.00 Contract/yr)
Contact: James Eggen, P.E. | Superintendent of Water & Sewer Division
Material: Metallic | Completed: 2020 & 2022 | System Age: ~100 yrs.
Services Rendered: Leak detection services for 106 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: Rotterdam, NY ($19,963 Contract/yr)
Contact: Jeffrey Trzeciak, P.E. | Senior Project Manager II of Prime AE
Material: Metallic | Completed: 2023 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for Water District 3, 4, & 5 with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

19655 Tanbark Ln | Strongsville, OH 44149
Tel: 440.238.9699 | Email: ce@cengr.co | Website: www.cengr.co

Customer: City of St. Clair Shores, MI ($29,400 Contract/yr)
Contact: Russ Miller | Water Department Superintendent
Material: Metallic | Completed: 2023 (2024-2025) | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 210 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Ecorse, MI ($9,675 Contract/yr)
Contact: Dulanga Pathirana, P.E. | P.E. for Andersen, Eckstein, & Westrick
Material: Metallic | Completed: 2023 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 43 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Havre de Grace, MD ($9,000 Contract/yr)
Contact: Joe Conway | Chief of Construction and Program Management
Material: Metallic | Completed: 2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 45 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Milton-Freewater, OR ($10,335 Contract/yr)
Contact: Steven Patten | Public Works Technician
Material: Metallic & Non-metallic | Completed: 2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 39 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Diablo, CA ($27,125 Contract)
Contact: Dan Muelrath | General Manager of the Diablo Water District
Material: Metallic & Non-Metallic | Completed: 2020 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 175 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: St. Joseph, MI ($5,400 Contract)
Contact: Tom MacDonald | Director of Public Works (retired)
Material: Metallic | Completed: 2021 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 50 miles while documenting all listening points and leak detection results.

Customer: City of Darien, IL ($12,916.80 Contract/yr)
Contact: Kris Throm | Superintendent of Municipal Services
Material: Metallic | Completed: 2022-2023 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 90 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: Erie, CO ($14,816 Contract/yr)
Contact: Jared Muir | Utilities Superintendent
Material: Metallic | Completed: 2023, 2024 | System Age: ~100 yrs.
Services Rendered: Leak detection services for 45 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

CITY OF CAMBRIDGE
MASSACHUSETTS
Water Department

7/29/2022

To: Whom it May Concern

From: Mark Gallagher, Director of Engineering and Distribution, CWD

Date: 7/29/2022

Re: Recommendation Letter - Consulting Engineering Inc. (CEI)
City Wide Leak Detection Survey

During the Spring of 2022, CEI staff conducted a City-Wide Leak Detection Survey of the 186 miles of water main that compromise the City of Cambridge Water Distribution System. Although Cambridge is a densely populated city that presents many challenges while working in the public right of way, the CEI staff always conducted themselves in a professional manner and often adjusted their scope of work to get past these challenges. These adjustments often caused their staff to work through the night in order to complete the survey in heavily trafficked areas. The staff's flexibility, hard work and diligence resulted in the project being completed on time and within budget. To date all the locations identified by CEI have been proven to be very accurate and has allowed the City of Cambridge to repair the leaks and stop the wasting of water.

Overall CEI has proven themselves to be a reliable and professional company which resulted in a very successful project. Therefore, I would highly recommend them for any large-scale Leak Detection services.

Sincerely,

Mark Gallagher,
Director of Engineering and Distribution
Cambridge Water Department
617-349-7754

(508) 888-2775
Fax (508) 888-9675

Sandwich Water District
72 TUPPER ROAD, BOX 600
SANDWICH, MASSACHUSETTS 02563-0600

To whom it may concern:

I write this letter of recommendation for the firm, Consulting Engineering, Inc. (CEI), based on consideration of personnel, equipment and references – we awarded Consulting Engineering Inc. the contract for leak detection in Sandwich, MA for FY 2021 with options to renew in FY 2022 and FY 2023.

Using the latest electronic acoustic devices, loggers, and correlators, CEI identified potential leak locations by sounding assets connected to water mains. Implementing real-time, synchronized data collection through ESRI's ArGIS, CEI provided us with well-documented, measurable results; clearly communicated their areas of work and deployments; and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

We decided to purchase offline mapping tablets from CEI for our field technicians so we would have the latest information on our water system. CEI's mapping solution included iPads with screen protectors, engraving, and drop-proof and water-resistant casing.

In closing, it has been a positive and professional experience working with Y Chan and his team for our leak detection project. Y is responsive, as are the field staff they employ. Maurice Little, our main field contact with CEI, worked with our personnel. For these reasons, I confidently and highly recommend CEI for leak detection and water distribution maintenance needs.

Regards

Dani Mahoney

Superintendent

Sandwich Water District

508-888-2775 or dmahoney@sandwichmass.org

VILLAGE OF
BUFFALO GROVE

Department of Public Works
Fifty One Raupp Blvd.
Buffalo Grove, IL 60089-2198
Fax 847-537-5845

David K. Haisma
Supt. of Utility Operations
Phone 847-459-2545
dhaisma@vbg.org

To whom it may concern:

It is with pleasure I write this letter of recommendation for the firm, Consulting Engineering, Inc. (CEI). I have come to know their work through a 3-year contract they won for leak detection for Buffalo Grove, IL, for 2020-2022.

CEI implemented real-time and synchronized data collection through ESRI's ArGIS. Using electronic acoustic devices and loggers, CEI identified potential leak locations by sounding assets connected to water system. By sounding all accessible assets in Phase 1, then identified points of interest in Phase 2, CEI performed 183 miles of main line leak detection for Buffalo Grove to date. CEI provided us with measurable results, clearly communicated their whereabouts and deployments, and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

In closing, it has been a great to work with Y Chan and the field staff. Y is responsive, as are the field staff they employ. Our main field contact for CEI, Maurice Little, provided his expertise with our personnel. For these reasons, I recommend CEI for leak detection and water distribution maintenance needs.

I can be reached at (847) 459-2045 or DHAISMA@VBG.ORG with any questions.

X David Haisma

David Haisma

An Internationally Accredited Public Works Agency Since 2004

North Wales Water Authority
PUBLICLY OWNED SINCE 1951

December 15, 2020

To Whom It May Concern,

I write this letter of recommendation for the firm Consulting Engineering, Inc. (CEI). CEI was the lowest bidder on a Contract for leak detection for 2021. North Wales Water Authority conducts full system leak detection on a three (3) year rotating basis, surveying approximately 180 miles of main and appearances annually.

CEI performed real time and synchronized data collection through ESRI's ArGIS. Using the latest electronic acoustic devices and loggers, CEI identified potential leak locations by sounding assets connected to water mains. Using the 100% correlation method, CEI performed 180 miles of leak detection for the North Wales Water Authority to date. CEI provided us with measurable results, clearly communicated their whereabouts and deployments, and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

In closing, Y Chan and the field staff are very responsive to work with. Our main field contact for CEI, Maurice little, worked well with our personnel. For these reasons, I feel confident in recommending CEI for leak detection and water distribution maintenance needs.

I can be reached at dquinn@nwwater.com with any questions.

Thank you,

David Quinn,
Administrator

Reply To: ☒ Main Office: 200 W. Walnut Street, P.O. Box 1339, North Wales, PA 19454 • Phone: 215-699-4836 • wizard@nwwater.com
☐ Bucks Office: 1560 Easton Road, P.O. Box 1018, Warrington, PA 18976 • Phone: 267-482-6940 • nwwabucks@nwwater.com

DIABLO WATER DISTRICT

87 Carol Lane
P.O. Box 127
Oakley, CA 94561-0127
925-625-3798
Fax 925-625-0814
www.diablowater.org

Directors:
Edward Garcia
President

John H. de Fremery
Vice President

Kenneth L. Crockett
Howard Hobbs
Paul Seger

General Manager & Secretary:
Daniel Muelrath

General Counsel:
Jeffrey D. Polisner

December 15, 2020

RE: Leak Detection Services by Consulting Engineering Inc.

To Whom it May Concern:

Diablo Water District recently (Nov/Dec 2020) had 175 miles of water mains leak detected by Consulting Engineering Inc. We were happy with their services, staff, and management, as they finished the project on time and within budget.

Feel free to reach out to me if you have any questions about the scope of services they performed.

Sincerely,

Dan Muelrath
General Manager

City of Flagstaff

September 20, 2018

RE: Letter of recommendation for Consulting Engineering, Inc.

To whom it may concern:

It is with pleasure to write a letter of recommendation for the firm, Consulting Engineering, Inc. (CEI) I have become to know their work through a contract they won for a leak detection and valve box maintenance, in 2017.

CEI has performed nearly 255 miles of leak detection and valve-box maintenance for the City to date. 220 of these miles were completed on the first contract, during FY18, and another 35 of 90 miles have been completed in FY19. The original contract was written such that continuation each fiscal year could occur provided the work performed followed the scope of work, met the City's expectations, and City Council passed the budget.

Our evaluation team was impressed with CEI's proposal. Flagstaff is working towards real-time or synchronized data collection with our GIS and City-Works systems and CEI was very comfortable performing these tasks. Their strength is in completing the on-the-ground work. They provided us weekly updates consistently. We are working with CEI in this FY to better follow the scope of work, including collecting a photo of each valve box to populate our Collector App. Traffic control, a daily field work plan are also focus areas of our in working with CEI this FY.

In closing, it has been a delight to work with Y Chan and the field staff. Y is very responsive, as are the field staff they employ. Our main field contact for CEI, Maurice Little, has provided many recommendations for making better use of our Collector App, many or all of which we have implemented. For these reasons, I highly recommend CEI for leak detection and valve-box maintenance needs.

I can be reached at (928) 213-2405 or eyoung@flagstaffaz.gov with any questions.

Erin M. Young, RG
Water Resources Manager
City of Flagstaff, Water Services Division

City of Cleveland
Frank G. Jackson, Mayor

Department of Public Utilities
Division of Water
1201 Lakeside Avenue
Cleveland, Ohio 44114-1175
(216) 664-2444
www.clevelandwater.com

March 22, 2017

Re: Recommendation of Consulting Engineering, Inc.

To whom it may concern:

This is to verify that the firm of Consulting Engineering, Inc. of Strongsville. OH has been employed as a sub-consultant to our prime consultant on our current leak detection and water audit project.

In that capacity, they have been a member of the CH2M Hill project team working on this project. Specifically, they have worked directly for their consultant, Wachs Water Services. Central Engineering's role in the project has been surveying the CWD water distribution system to identify potential leak locations by electronically listening to fire hydrants connected to water mains. As of this time, they have listened to approximately 35,900 fire hydrants covering 2,430 miles of water mains. So far, this work has eventually led to the identification and pin pointing of approximately 400 leaks by Wachs Water Services as part of this project.

To-date, their performance has fulfilled the terms of the Scope of Services outlined in our agreement. At the current rate, Consulting Engineering's role in this project is scheduled to be completed on-time and within budget. I confidently recommend Consulting Engineering for conducting leak surveying services.

Best regards.

Very truly yours,

J. Christopher Kocsan
Sr. Budget and Management Analyst
Cleveland Division of Water

AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499
WWW.AMORYENGINEERS.COM

March 23, 2017

To Whom It May Concern

Subject: **Comprehensive Leak Detection Survey Reference**

It is my pleasure to recommend Consulting Engineering, Inc. (CEI), of Strongsville, OH for leak detection services. CEI successfully performed a comprehensive leak detection survey of approximately 135 miles of the water distribution system for the Town of Middleborough, MA in 2016.

CEI's performance fulfilled the terms of the Scope of Services for the project. The comprehensive leak survey was completed on-time and within budget. Their field and office personnel were knowledgeable, cooperative and highly professional during the work.

I would recommend CEI to conduct leak detection services in the future.

Very truly yours,

AMORY ENGINEERS, P.C.

By:

Richard S. Johnson, P.E.

Consulting Engineer for the Town of Middleborough

RSJ

March 20th, 2017

TO WHOM IT MAY CONCERN

It is my pleasure to recommend Consulting Engineering, Inc. (CEI) for civil engineering and leak detection services.

CEI performed a comprehensive leak detection survey, intermittently, from 1986-2011 for 60 miles of the water distribution system for the City of East Cleveland.

Their performance fulfilled the terms of the Scope of Services outlined in our agreement. This project was a resounding success as it was completed on-time and within budget.

I confidently recommend CEI to conduct leak detection services as their expertise will provide a benefit to your city.

Respectfully,

Ross Brankatelli, P.E.

Retired Service Director for the City of East Cleveland

CITY OF
CLEVELAND
HEIGHTS
Utilities Department

March 20, 2017

Re: Letter of Recommendation – Consulting Engineering

To Whom This May Concern:

Consulting Engineering performed leak surveys for the City of Cleveland Heights for more than 10 years. During this period the company delivered high quality services, locating hundreds of leaks and saving the City of Cleveland Heights millions of dollars over this period by reducing wasted water and preserving this very valuable resource. During my tenure at the City of Cleveland Heights and in my previous position as Director of Water in a neighboring community, I used the services of Consulting Engineers annually. I have found Ray Chan to be very responsive and committed to helping communities address their leak issues within the water distribution system.

I wholeheartedly recommend Consulting Engineering to provide leak and engineering services. The City looks forward to continuing our relationship with the company in other capacities in the future. If you would like to discuss this company in more detail, please feel free to contact me at 216-291-5990 or via email at cclinkscale@clvhts.com.

Sincerely,

Collette Clinkscale
Utilities Commissioner

40 SEVERANCE CIRCLE, CLEVELAND HEIGHTS, OHIO 44118
216 • 291 • 4444 FAX • 291 • 2064

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
*See attached list. More information available upon request.			

342

August 14, 2024

EJCDC® C-451, Qualifications Statement.
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and American Society of Civil Engineers. All rights reserved.

CONSULTING ENGINEERING, INC.

Quality and Features of Proposed Equipment

CEI uses a variety of listening devices in order to leverage filtering options, annual services, and calibrations. All equipment is recharged daily while teams are outfitted with backup batteries, devices, and attachments such as headphones, attachments, cords, and lanyards. The use of different devices allows for greater comparison, re-calibration, and training options. Naturally, these devices have different performances based on material differences so the variety of equipment means greater accuracy for our customer.

SebaKMT HL 50-BT with GM-80



This ubiquitous instrument was created by Vivax-Metrotech and compatible with the GM-80 ground mic. This SebaKMT water network survey leak locator tool has outstanding acoustic properties which enable the operator to locate large and small water leaks. Three basic filter settings allow the user to adjust to any leak scenario. The integrated LCD screen displays the actual measured sound level as a number and simultaneously as a bar graph. After each new measurement, the previous level will still be displayed to compare sound levels.

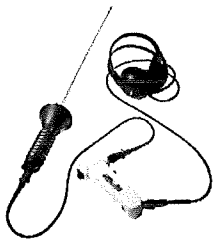
This listening device can be used to investigate potential leak noises. Based on the digital readout, verification and pinpointing can be prioritized. In addition, upon the follow-up visit, the applicable appurtenance can be rechecked to confirm a leak noise is still present, at or greater than the value of the initial visit. This confirms a leak is indeed present and eliminates false-positive reporting.

SebaKMT HL 5000 with GM-80



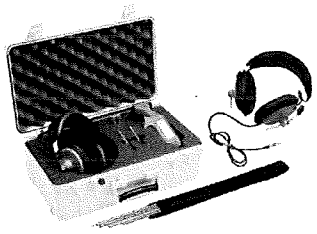
Along with being compatible with the GM-80 ground mic, this equipment uses modern digital signal processing technology (DSP) to clearly recognize the leak sound, even with substantial environmental ambient noise. The sounds are both audibly perceived and graphically displayed using dual segment analysis (DSA) technology. For the user this means greater reliability in locating water losses.

HWM L-mic



The well-known HWM L-mic is an easy-to-use, low cost, electronic listening stick and ground microphone combined. It is ideal for general leak sounding operations and can be fitted with either a tripod foot (for use as a ground microphone) or probe rods (for sounding at fittings or in soft ground). The control unit is hand-held with a 'trigger' operation and a volume/sensitivity rotary control. An LED indicates operation and battery status. This lightweight unit can be used to confirm the position of underground leaks audibly from ground level, sound pipe fittings penetrate soft ground to listen for leaks and carry out traditional acoustic surveys.

Subsurface Leak Detection LD 8



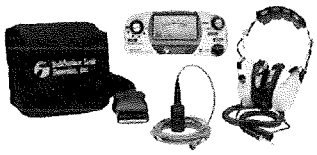
Accurate and reliable, the SubSurface LD 8 is a lightweight instrument for water leak detection of hydrants and fixtures. This leak detection tool uses contact rods attached to a piezoelectric sensor and amplifier to connect to water line fixtures so the construction professional can listen for the sound of unwanted water flows. Also, the amplifier comes with an amplification range of 55 decibels with a frequency range of 100 to 2,000 Hertz.

The LD-8 includes a short contact rod used for listening to hydrants while the long contact rods are used for below-grade meters and valves. Also, this water leak detector has a two-digit LCD display that is easy-to-read.

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Tel: 440.238.9699 | Email: ce@cengr.co | Website: www.cengr.co

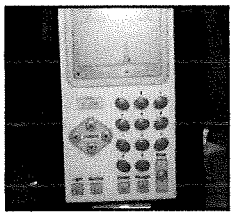
CONSULTING ENGINEERING, INC.

Subsurface Leak Detection LD 15



The SubSurface Instruments LD-15 Leak Survey Equipment offers the best solution for listening to leaks at hydrants, valves, and meters. It features a high-sensitivity sensor with a sealed waterproof Neodymium magnet. Equipped with an amplifier, this device has superior audio quality and amplifies to 56 db. This device includes three filter ranges and comes with both survey & pinpoint functions for water leaks. Plus, the sensor has a resonance frequency of 950 Hertz which can detect the faintest of sounds. With an IP68 protection rating, this unit is dustproof and water submersible up to 3 feet for 3 hours. It comes with a large meter display for easy reading and up to 80 hours of battery life.

Subsurface Leak Detection LC 2500



The SubSurface LC-2500 Leak Noise Correlator is lightweight and compact, yet it offers full capabilities for programming and correlating leak noise from many different pipe materials and pipe diameters. Great Sensors, powerful radios and fast processing of sounds make the LC-2500 truly the best performing correlator on the market.

This correlator is used for QA/QC and pinpointing of the leak noises often qualified by the HL-50 in sounding. Multiple correlations are used to localize suspected leak source(s) to be verified by ground mics or additional inspection. The graphical display indicates to the technician the possible size and characteristics of the leak.

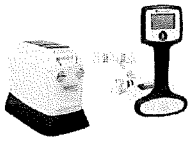
CST/Berger Magna-Trak Locator



The Magna-Trak locates ferromagnetic objects which may be concealed by earth, road surface, snow, and/or water. These objects may include hydrants, marker magnets, manhole covers, valve rods, surveying marks and rods, water meters, etc.

This metal detector will be used to locate potentially buried assets which may prove especially useful during nighttime operations, areas of heavy vegetation, or where visibility may be poor.

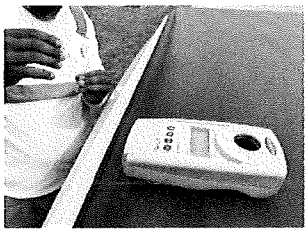
Vivax-Metrotech VM-810 Line Locator



The antenna system in the locator is different from a normal locator. Rather than place antennas on the same center line, one antenna is offset to the right and another to the left. Coupled with extremely sensitive electronics enables the locator to find which antenna is receiving the strongest signal, indicating which direction one should move to be over the buried line. The VM-810's Distance Sensitive Left/Right Guidance provides a sharper, crisper, response, allowing for greater accuracy in line location.

This line locator will verify the line location in the street to enable accurate pinpointing and field markings of leak locations.

Lovibond Chlorine Tester



Free Chlorine (hypochlorous acid) reacts with Ammonia and certain Nitrogenous compounds to form Combined Chlorine. With Ammonia, the reaction produces chloramines which have very little disinfecting power; thus, it is important to be able to determine the various fractions of Chlorine present at any one time. DPD (NN Diethyl p Phenylene Diamine Sulphate) is the preferred reagent for the determination of Free, Combined and Total Chlorine. It is available in Tablet, Liquid and Powder form.

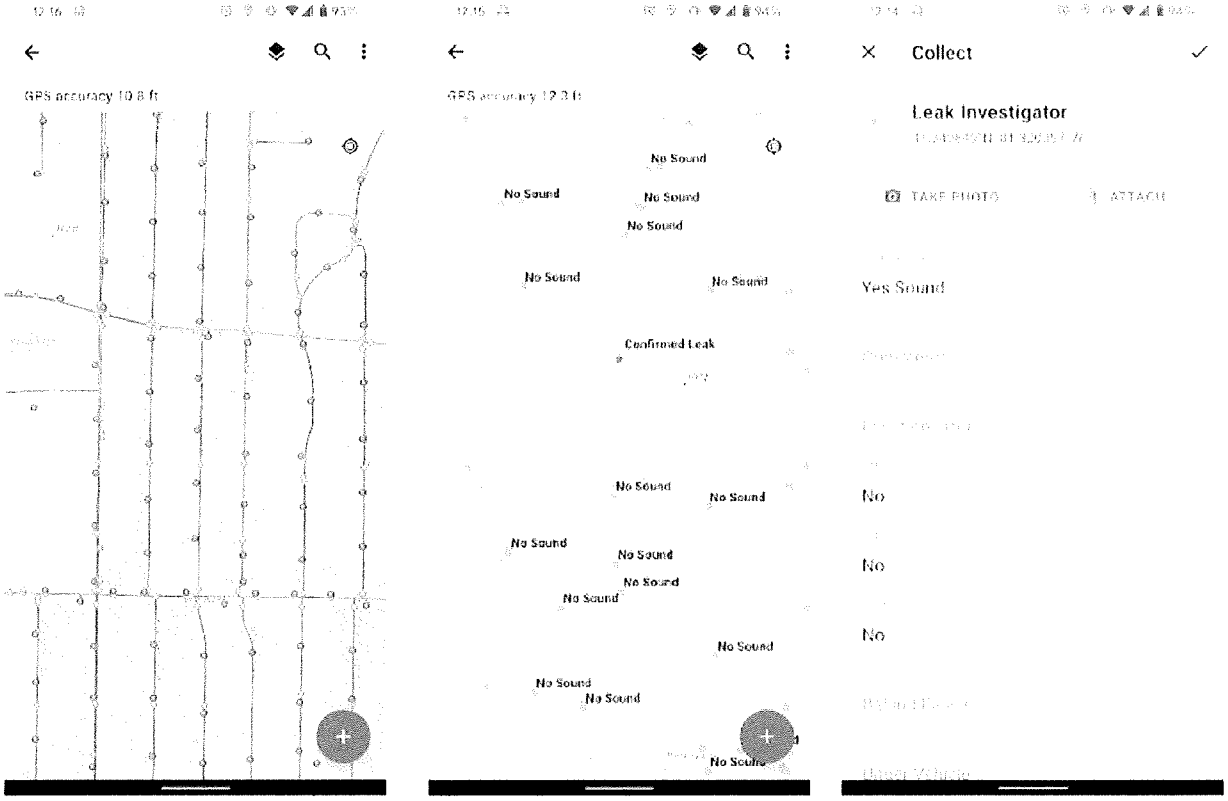
Total Chlorine can also be measured using a Potassium Iodide reagent. This can measure concentrations of up to 300 mg/l chlorine and is widely used in food manufacturing and industrial water treatment.

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Tel: 440.238.9699 | Email: ce@cengr.co | Website: www.cengr.co

CONSULTING ENGINEERING, INC.

Data-Enabled Collection Devices with ArcGIS

GPS & data-enabled devices with ArcGIS Field Maps allow our specialists to collect photos, videos, acoustics, mapping discrepancies, and all assessment data. Our devices include Samsung, Apple, and LG phones, tablets, & PCs. With interactive mapping, we import GIS shapefile(s), update GIS information, and provide valuable information using our flexible data-driven solutions and analysis tools. By creating customizable layers, our leak detection specialists can collect information which can be represented visually and represent patterns in whatever manner we find valuable. Though this information is visually stunning, the power behind this is our teams can share and access information through mapping, embedded information, and dashboards.



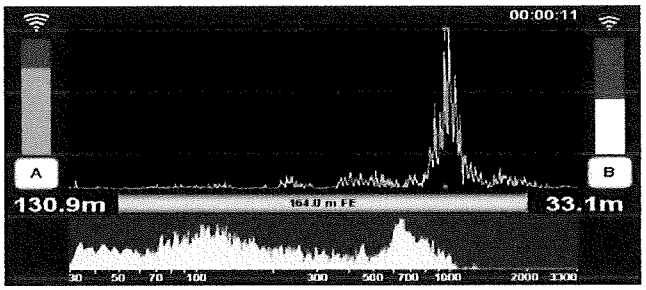
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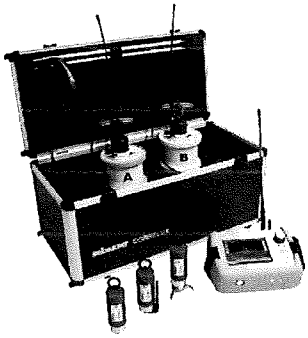
CONSULTING ENGINEERING, INC.

SebaKMT Corelux C-3 Correlator
The acoustics of pressurized water travel in all directions of the pipe. This noise is recorded, amplified, and sent wirelessly to the correlator by 2 sensors (piezo mic, hydrophone) which are attached to the pipe (e.g. valve, hydrants). The C-3 compares the signals then calculates the distance based on the delays time of the signals, sensor distance, and sound velocity in the pipe.

This hybrid correlator can be used for online and offline correlations. The C-3 is capable of multi-correlation without pipe parameter input, possesses a touch display with an intuitive user interface, has long operating times, has inductive sensor charging, and can pinpoint using multi-sensors or a ground mic. This device is perfect for all piping materials.







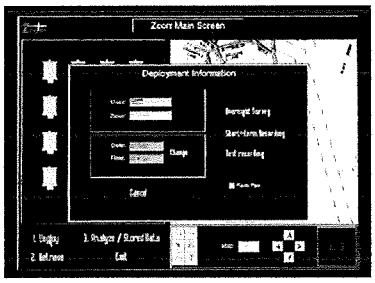
ZCorr Digital Correlating Loggers
ZCorr digital correlating loggers offer significant advantages over listening loggers by detecting and pinpointing multiple leaks in a zone overnight. ZCorr's technical advances make leak surveying viable for water utilities at less effort and cost.

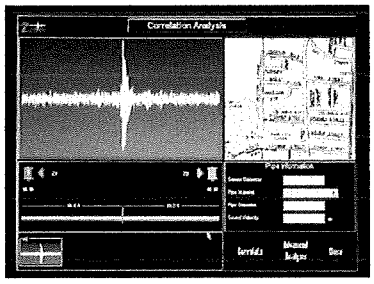


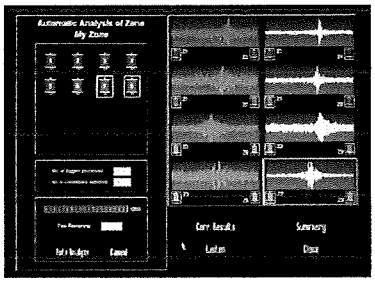
ZCorr is a software-driven approach that allows a distribution system leak survey to be efficiently directed from the office, integrating leak detection data, maps, and database tools to:

- Plan the survey and print deployment orders.
- Pinpoint leaks and print repair reports.
- Track survey progress and performance.

The ZCorr survey has 3 steps: DEPLOY, RETRIEVE and ANALYZE. Each step can be taken either in the office or in the field.







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CONSULTING ENGINEERING, INC.

Policy & Affiliation Statements

Health & Safety Policy
It is the policy of Consulting Engineering Inc. to provide a safe and healthy culture for our employees and to observe all State and Federal Laws and Regulations, including but not limited to training and certifications associated with our tasks in the context with which they are performed to follow safe practices and to recognize, correct, and/or avoid unsafe working conditions.

Active participation and adherence to the Safety Program is a condition of employment. No individual should work at a job that he or she knows is not safe. Therefore, we must make every workplace safe by detecting, correcting, and reporting unsafe conditions, as well as the detection of unsafe work practices.

Our Safety Policy has equal importance with Consulting Engineering Inc.'s policies of providing the best quality and most productive service in our industry with a goal of preventing all accidents and injuries. Because of the many different hazards of our industry, we must maintain a constant safety awareness to achieve this goal.

Public Safety
We recognize the importance of making our customers happy along with those they serve so our conduct, dress, communication, and visibility are made clear before our boots touch the ground. Operations are planned & conducted to maximize convenience to the public including permission to access inaccessible areas.

Our plan conforms to the MUTCD (Section 6G.02 Type of Temporary Traffic Control Zone Activities, Work Duration). Our work follows the guidelines of mobile work (work that moves intermittently or continuously) which specifically mention frequent stops for activities such as utility operations. Our traffic plan satisfies Canada's Traffic Control Manual (Sections 18.3 Standards of Traffic Control and 8.24 High-visibility Apparel).

CEI's work vehicle(s) maintain an oscillating dome light, traffic cones, 4-way blinkers, CEI branded magnets & DOT-approved Class III reflective high-visibility clothing, and a survey sign for advanced traffic warning to increase visibility. The survey sign is periodically retrieved and repositioned in advanced warning areas.



CEI requests a laminated letter from the Water Utility Superintendent to be displayed in-vehicle and presented to residents and authorities should they have questions including contact information. Additionally, we carry branded identification which matches our equipment.

Any additional concerns may be found in the adverse conditions detailed in the methodology and will be addressed in the kickoff meeting.

Meter or AMR Manufacturer Affiliation
CEI has no affiliation with any meter or AMR manufacturers.

Cleanup
CEI maintains neat, orderly working conditions to ensure environmental and fire safety. Proper disposal of rubbish and maintenance of natural beauty is a part of our office and field culture.

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CONSULTING ENGINEERING, INC.

Experience

Key Personnel

Project Manager – 20+ years of experience



Y Chan is the Principal Owner and a Civil Engineer with a BSCE from the Ohio State University with a specialization in Structural Engineering (2003) who has managed civil design projects and leak detection programs for CEI since 2013. He managed all projects listed in this proposal while performing sounding and pinpointing, as needed. In addition to managing leak detection and water audit projects, Mr. Chan has managed and designed civil engineering and construction administration projects around the nation for ODOT, OTIC, PATH, NYCDOT, NYSDOT, PennDOT, MTA, MetroNorth, NHDES, GSA, Veterans Affairs, and numerous government entities. He is the architect of CEI's ESRI/ArcGIS program used for documenting listening points including asset defects, GIS mapping errors, photos, and acoustic results in ArcGIS Collector so the data is readily accessible. He is a DOT-certified flagger, CPR-certified, and experienced in all Bentley programs, all AutoDesk programs, and Cartegraph. He manages all budgeting, scheduling, communications, data analysis, and reports.

Experienced Oversight –30+ years of experience



Ray C. S. Chan, P.E., is the founder of CEI. He is a Structural and Hydraulic Engineer with his BSCE from the University of Illinois at Urbana-Champagne and masters from Virginia Tech. He is well-acquainted with water infrastructure projects, specializing in leak detection in the Cleveland Water System; the majority of the Cleveland master-metered suburban cities, including City of East Cleveland, Cleveland Heights (a client since 1990), the City of Bedford, the City of Lakewood, and other surrounding suburbs; and across North America.

Ray C. S. Chan, P.E., will be responsible for the program oversight. Mr. Chan has specialized in leak detection and location since 1974. He was the engineer-in-charge for the Pitometer Associates, assigned to the Cleveland Water Department in the early '80s where he detected and pinpointed leaks for the entire system (5,360 miles) including applying first generation leak correlation technique to pinpointing. Being in business for over thirty years, Mr. Chan believes in a safety-oriented team effort focused on clear communication while emphasizing quality assurance. Deliverables are expected to stay under budget while meeting established deadlines.

Field Services Leader – 14+ years of experience



Maurice Little's input is critical in the purchase of all water leak detection equipment. He is an expert in the use of all CEI leak detection equipment and the training of field technicians.

With thousands of miles of water utility experience, he has performed & executed all field services in this proposal. His conceptual skills, leak detection training, and field experience provide for the skills, knowledge, and expertise to evaluate and pinpoint leaking assets, document findings, and make recommendations for rehabilitation. Training and Certifications include ArcGIS Collector, Cartegraph, OSHA 30, Field Operations Classroom Training, Valve Operator, Truck Safety, Equipment and Inspection Training, Trimble Operation and Data Management Training, First Aid/CPR Certification, Confined Space Entry Trained, Flagger Certification, Hydrant Flushing/Flow Trained (AWWA M17, NFPA 291), DOT Certified Vehicle Driver.

In addition to CEI projects, Mr. Little has performed the following:

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Client	Years	Leak Detection	Valve &/or Hydrant Assessment	UDF	Confined Space	System Iso. (Shut-downs)	On-Call Services	Metallic	Non-Metallic	Miles
Anne Arundel County, MD	2017	Yes	Yes					Yes		210
Baltimore City, MD	2007-2013	Yes	Yes		Yes	Yes	Yes	Yes		160
Baltimore County, MD	2007-2013	Yes	Yes		Yes	Yes	Yes	Yes		220
Batavia, IL	2017-2018	Yes						Yes		190
Bayonne, NJ	2015	Yes						Yes		130
Buffalo Grove	2020-2022	Yes					Yes	Yes		183
Carol Stream, IL	2018	Yes	Yes	Yes				Yes		140
Charles County, MD	2017	Yes	Yes					Yes		150
Cleveland, OH (CWD)	2016-2017	Yes	Yes				Yes	Yes		2,100
DC Water	2010	Yes	Yes					Yes		660
Dupage, IL	2014	Yes		Yes				Yes		160
Edenton, NC	2009	Yes	Yes					Yes		130
Flagstaff, AZ	2017-2018	Yes	Yes					Yes	Yes	220
Georgia Environmental Finance Authority	2015	Yes						Yes		1,200
Hays, KS	2015	Yes						Yes		106
Howard County, MD	2016-2017	Yes	Yes				Yes	Yes		500
Jersey City, NJ	2015	Yes						Yes		210
Lakewood, OH	2020-2022	Yes						Yes		240
Lowell, MA	2019	Yes						Yes		215
Massachusetts Water Resources Authority	2015, 2016, 2018	Yes					Yes	Yes		3,735
McKinney, TX	2011	Yes						Yes	Yes	120

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Client	Years	Leak Detection	Valve &/or Hydrant Assessment	UDF	Confined Space	System Iso. (Shut-downs)	On-Call Services	Metallic	Non-Metallic	Miles
Middleborough, MA	2016	Yes						Yes		135
Minneapolis, MN	2015	Yes						Yes		440
Needham, MA	2012	Yes						Yes		150
New Hampshire Department of Environmental Services	2018	Yes						Yes		732
Norridge, IL	2017	Yes		Yes				Yes		44
North Kentucky, KY	2016	Yes					Yes	Yes		160
Pagosa Springs, CO	2015	Yes						Yes		240
Piqua, OH	2017	Yes					Yes	Yes		110
Pontiac, MI	2015	Yes	Yes					Yes		
Puerto Rico Aqueducts & Sewers Authority	2015	Yes					Yes	Yes	Yes	1,700
San Antonio Water System	2015	Yes						Yes		2,400
Surrey, British Columbia Canada	2017	Yes					Yes	Yes	Yes	180
Waco, TX	2014	Yes						Yes	Yes	190
Monroe County Water Authority, FL	2014	Yes	Yes	Yes				Yes	Yes	170
Wilson, NC	2015	Yes	Yes					Yes		130
WSSC, MD	2014, 2015	Yes	Yes					Yes		1,700

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Field Services Technician – 15+ years of experience
Damian Booker has conducted acoustic surveying and valvebox assessment & cleaning for Tucson, AZ,; Buffalo Grove, IL; Carol Stream, IL; Oak Park, IL; Park Ridge, IL; Montgomery, PA; Baltimore, MD; Cleveland, OH, & Lakewood, OH. Mr. Booker has experience with Vivax-Metrotech, CST-Berger, Sub-Surface and SebaKMT products as well as traditional equipment. Mr. Booker has been trained and performs work on ArcGIS Collector and Cartegraph. OSHA 10 Certified.

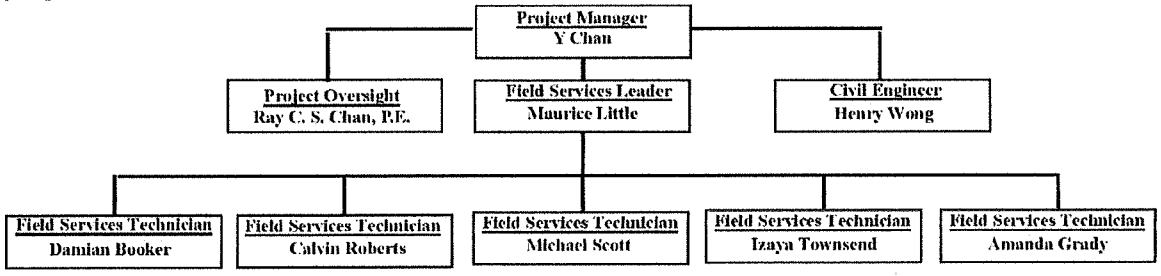
Field Services Technician – 5+ years of experience
Calvin Roberts has conducted acoustic surveying and valvebox assessment & cleaning for Flagstaff, AZ; Springfield, IL; Carol Stream, IL; Lowell, MA; Buffalo Grove, IL; Oak Park, IL; Park Ridge, IL; Diablo, CA; Montgomery, PA; Cleveland, OH; & Lakewood, OH. Mr. Roberts has experience with Vivax-Metrotech, CST-Berger, Sub-Surface and SebaKMT products as well as traditional equipment. He has been trained and performs work on ArcGIS Collector and Cartegraph. OSHA 10 Certified.

Field Services Technician – 3+ years of experience
Michael Scott is a Leak Detection Specialist who has conducted acoustic surveying and valvebox assessment & cleaning for Lowell, MA; Park Ridge, IL; Buffalo Grove, IL; Oak Park, IL; Park Ridge, IL; Diablo, CA; Montgomery, PA; Cleveland, OH; & Lakewood, OH. He has experience with Vivax-Metrotech, CST-Berger, and SebaKMT products as well as traditional equipment. He has been trained and performs work on ArcGIS Collector and Cartegraph. OSHA 10 Certified.

Field Services Technician – 2+ years of experience
Izaya Townsend has conducted acoustic surveying and valvebox assessment & cleaning for Arlington Heights, IL; Buffalo Grove, IL; Glenview, IL; Montgomery, PA; Cleveland, OH; & Lakewood, OH. Mr. Gaither has experience with Vivax-Metrotech, CST-Berger, Sub-Surface, and SebaKMT products. He has been trained and performs work on ArcGIS Collector and Cartegraph. OSHA 10 Certified.

Field Services Technician – 2+ years of experience
Amanda Grady has conducted acoustic surveying and valvebox assessment & cleaning for Springfield, IL; Buffalo Grove, IL; Montgomery, PA; Cleveland, OH; & Lakewood, OH. He has experience with Vivax-Metrotech, CST-Berger, and SebaKMT products as well as traditional equipment. She has been trained and performs work on ArcGIS Collector and Cartegraph. OSHA 10 Certified.

Data Integrity, Office Support, Civil Engineer – 30+ years of experience
Henry Wong was a Leak Detection Specialist with CEI in the '80s and '90s who now provides support to field services using ArcGIS online, scheduling access to inaccessible areas, tracking crew production, verifying data integrity, generating daily reports, etc. He is familiar with all ESRI. Cartegraph, Bentley, and AutoDesk programs.



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004519

NON-COLLUSION AFFIDAVIT

004519
Noncollusion Affidavit

Every bid or proposal made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

By submission of this bid, each bidder and each person signing on behalf of any bidder, or in the case of a joint bid each party thereto, certifies that:

such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

such bid is genuine and not collusive or sham;

said bidder has not directly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding;

said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract;

all statements contained in such bid are true;

and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown

thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such persons or persons as have a partnership or other financial interest with said bidder in his general business.

No bid shall be considered for award, neither shall any award be made where above items have not been complied with.

If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons why the above items have not been complied with. The bid shall not be considered for award, neither 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 the appointed designee, determines that such disclosure was not made for the purpose of restricting competition.

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 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 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 noncollusion as the act and deed of the corporation.

Signature: _____

Print Name: Y Chan

Title: Principal Owner & Civil Engineer

Business Address of Bidder: 19655 Tanbark Ln.; Strongsville, OH 44149

Dated: 07/02/2024

NONCOLLUSION AFFIDAVIT MUST BE INSERTED IN PROJECT MANUAL

004525

TOWN OF ROTTERDAM
NON-DISCRIMINATION AND HARASSMENT POLICY & AFFIDAVIT

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.

004525

Town of Rotterdam Non-Discrimination and Harassment Policy Affidavit

Every bid or proposal made to the Town of Rotterdam where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

By submission of this bid, each bidder and each person signing on behalf of any bidder, or in the case of a joint bid each party thereto, certifies that:

The bidder has received the Town of Rotterdam's *903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace* policy;

And said bidder understands and will comply with said non-discrimination and harassment policy;

No bid shall be considered for award, neither shall any award be made where above items have not been complied with.

If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons why the above items have not been complied with. The bid shall not be considered for award, neither 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 the appointed designee, determines that such disclosure was not made for the purpose of restricting competition.

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 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 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 noncollusion as the act and deed of the corporation.

Signature: _____

Print Name: Y Chan

Title: Principal Owner & Civil Engineer

Business Address of Bidder: 19655 Tanbark Ln.; Strongsville, OH 44149

Dated: 07/02/2024

NON-DISCRIMINATION AND HARASSMENT AFFIDAVIT MUST BE INSERTED IN PROJECT MANUAL

Consulting Engineering, Inc.
Balance Sheet
As of December 31, 2021

	Dec 31, 21	
ASSETS		
Current Assets		
Checking/Savings		
FIFTH THIRD SAVING		36,109.75
1027 · Fifth Third Bank		19,941.92
Total Checking/Savings		56,051.67
Accounts Receivable		
1100 · Account Receivable - Trade		2,400.01
Total Accounts Receivable		2,400.01
Other Current Assets		
cashier check for bid bond		1,013.43
2309 · Shareholder Loan - Y Chan		74,703.00
2310 · Loans Payable - Ray Chan		-3,900.00
Total Other Current Assets		71,816.43
Total Current Assets		130,268.11
Fixed Assets		
Fixed Assets		
1400 · Furniture & Fixtures		
1410 · Acc.Dep. - Furn & Fix	-28,904.87	
1400 · Furniture & Fixtures - Other	28,904.87	
Total 1400 · Furniture & Fixtures		0.00
1500 · EQUIPMENT		
1501 · COST	27,451.15	
1510 · Acc. Dep. - Equipment	-27,451.15	
Total 1500 · EQUIPMENT		0.00
1701 · Office Equipment		
1710 · Acc. Dep. - Office Equipment	-2,366.47	
1701 · Office Equipment - Other	2,366.47	
Total 1701 · Office Equipment		0.00
1720 · Office Equipment - Computers		
1730 · Acc.Dep. - Computer	-2,160.00	
1720 · Office Equipment - Computers - O...	2,160.00	
Total 1720 · Office Equipment - Computers		0.00
Total Fixed Assets		0.00
Total Fixed Assets		0.00
TOTAL ASSETS		**130,268.11**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Payroll Liabilities		
city		456.00
federal		1,820.40
ohio		223.46
Total Payroll Liabilities		2,499.86

Consulting Engineering, Inc.
Balance Sheet
As of December 31, 2021

	Dec 31, 21
2321 · Loans Payable - John Chu	26,000.00
Total Other Current Liabilities	28,499.86
Total Current Liabilities	28,499.86
Total Liabilities	28,499.86
Equity	
Retained Earnings	7,217.32
3000 · Common Stock /Capital	500.00
3101 · Y Chan Equity	25,709.77
Net Income	68,341.16
Total Equity	101,768.25
TOTAL LIABILITIES & EQUITY	**130,268.11**

Consulting Engineering, Inc.
Balance Sheet
As of December 31, 2022

	Dec 31, 22	
ASSETS		
Current Assets		
Checking/Savings		
FIFTH THIRD SAVING		1,111.40
new bank - 4394		113,828.28
1027 · Fifth Third Bank		1,236.16
Total Checking/Savings		116,175.84
Accounts Receivable		
1100 · Account Receivable - Trade		0.01
Total Accounts Receivable		0.01
Other Current Assets		
cashier check for bid bond		250.00
12000 · Undeposited Funds		500.00
2310 · Loans Payable - Ray Chan		137,950.00
Total Other Current Assets		138,700.00
Total Current Assets		254,875.85
Fixed Assets		
Fixed Assets		
1400 · Furniture & Fixtures		
1410 · Acc.Dep. - Furn & Fix	-28,904.87	
1400 · Furniture & Fixtures - Other	28,904.87	
Total 1400 · Furniture & Fixtures		0.00
1500 · EQUIPMENT		
1501 · COST	27,451.15	
1510 · Acc. Dep. - Equipment	-27,451.15	
Total 1500 · EQUIPMENT		0.00
1701 · Office Equipment		
1710 · Acc. Dep. - Office Equipment	-2,366.47	
1701 · Office Equipment - Other	2,366.47	
Total 1701 · Office Equipment		0.00
1720 · Office Equipment - Computers		
1730 · Acc.Dep. - Computer	-2,160.00	
1720 · Office Equipment - Computers - O...	2,160.00	
Total 1720 · Office Equipment - Computers		0.00
Total Fixed Assets		0.00
Total Fixed Assets		0.00
TOTAL ASSETS		**254,875.85**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Payroll Liabilities		
city		480.00
federal		2,178.00
ohio		7.76
Total Payroll Liabilities		2,665.76

Consulting Engineering, Inc.
Balance Sheet
As of December 31, 2022

	Dec 31, 22
2321 · Loans Payable - John Chu	24,250.00
Total Other Current Liabilities	26,915.76
Total Current Liabilities	26,915.76
Total Liabilities	26,915.76
Equity	
Retained Earnings	-140,464.92
3000 · Common Stock /Capital	500.00
3101 · Y Chan Equity	151,901.61
Net Income	216,023.40
Total Equity	227,960.09
TOTAL LIABILITIES & EQUITY	**254,875.85**

Consulting Engineering, Inc.
Balance Sheet
As of December 31, 2023

	Dec 31, 23	
ASSETS		
Current Assets		
Checking/Savings		
FIFTH THIRD SAVING		27,504.72
new bank - 4394		65,933.74
Total Checking/Savings		93,438.46
Accounts Receivable		
1100 · Account Receivable - Trade		307,124.95
Total Accounts Receivable		307,124.95
Other Current Assets		
cashier check for bid bond		250.00
12000 · Undeposited Funds		500.00
2310 · Loans Payable - Ray Chan		137,950.00
Total Other Current Assets		138,700.00
Total Current Assets		539,263.41
Fixed Assets		
Fixed Assets		
1400 · Furniture & Fixtures		
1410 · Acc.Dep. - Furn & Fix	-28,904.87	
1400 · Furniture & Fixtures - Other	28,904.87	
Total 1400 · Furniture & Fixtures		0.00
1500 · EQUIPMENT		
1501 · COST	27,451.15	
1510 · Acc. Dep. - Equipment	-27,451.15	
Total 1500 · EQUIPMENT		0.00
1701 · Office Equipment		
1710 · Acc. Dep. - Office Equipment	-2,366.47	
1701 · Office Equipment - Other	2,366.47	
Total 1701 · Office Equipment		0.00
1720 · Office Equipment - Computers		
1730 · Acc.Dep. - Computer	-2,160.00	
1720 · Office Equipment - Computers - O...	2,160.00	
Total 1720 · Office Equipment - Computers		0.00
Total Fixed Assets		0.00
Total Fixed Assets		0.00
TOTAL ASSETS		**539,263.41**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Payroll Liabilities		
city		420.06
federal		2,279.78
FUTA		42.00
ohio		171.86
Total Payroll Liabilities		2,913.70

Consulting Engineering, Inc.
Balance Sheet
As of December 31, 2023

	Dec 31, 23
2321 · Loans Payable - John Chu	24,250.00
Total Other Current Liabilities	27,163.70
Total Current Liabilities	27,163.70
Total Liabilities	27,163.70
Equity	
Retained Earnings	75,558.48
3000 · Common Stock /Capital	500.00
3101 · Y Chan Equity	60,273.05
Net Income	375,768.18
Total Equity	512,099.71
TOTAL LIABILITIES & EQUITY	**539,263.41**

DOC ID ----> 202308301058

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/24/2023	202308301058	AGENT ADDRESS CHANGE (AGA)	25.00				0

Receipt

This is not a bill. Please do not remit payment.

CONSULTING ENGINEERING INC.
13477 PROSPECT ROAD
SUITE 214
STRONGSVILLE, OH, 44136

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Frank LaRose

1600677

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

CONSULTING ENGINEERING INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
AGENT ADDRESS CHANGE	**202308301058**

Effective Date: 03/24/2023

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 24th day of March, A.D. 2023.

Ohio Secretary of State

DOC ID ----> 202308301058

Form 521 Prescribed by:

Frank LaRose
Ohio Secretary of State

Date Electronically Filed: 3/24/2023

Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Statutory Agent Update
Filing Fee: $25
Form Must Be Typed

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

- ☐ Corp (165-AGS)
- ☐ LP (165-AGS)
- ☐ LLC (171-LSA)
- ☐ Business Trust (171-LSA)
- ☐ Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

- ☑ Corp (145-AGA)
- ☐ LP (145-AGA)
- ☐ LLC (144-LAD)
- ☐ Business Trust (144-LAD)
- ☐ Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

- ☐ Corp (155-AGR)
- ☐ LP (155-AGR)
- ☐ LLC (153-LAG)
- ☐ Partnership (153-LAG)
- ☐ Business Trust (153-LAG)
- ☐ Real Estate Investment Trust (153-LAG)

Name of Entity: CONSULTING ENGINEERING INC.

Charter, License or Registration No.: 1600677

Name of Current Agent: Y CHAN

Complete the information in this section if box (1) is checked

Name and Address of New Agent

Name of Agent

Mailing Address

City | OH (State) | ZIP Code

Complete the information in this section if box (1) is checked and business is an Ohio entity or Foreign LLC

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, _____ (Name of Agent), named herein as the statutory agent for _____ (Name of Business Entity), hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: _____

Individual Agent's Signature/Signature on behalf of Business Serving as Agent

Complete the information in this section if box (2) is checked

New Address of Agent

19655 TANBARK LN
Mailing Address

STRONGSVILLE (City) | OH (State) | 44149 (ZIP Code)

Complete the information in this section if box (3) is checked

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

_____
Mailing Address

_____ (City) | _____ (State) | _____ (Zip Code)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Agent update must be signed by an authorized representative (see instructions for specific information).

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

CONSULTING ENGINEERING INC.
Signature

Y CHAN
By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Contract No. 1 – Leak Detection

1. Leak Detection Bid Amount

The contractor shall include all costs associated with the leak detection survey in the lump sum bid for water main leak detection in the bid form below, including but not limited to labor, equipment, vehicles, mileage, hotels, meals, paper, coordination with the Town and Engineer, project management and administration, insurance, and reports.

For work of Contract No. 1 – Leak Detection, the BIDDER proposes to perform the work required in accordance with contract documents, complete for the lump sum price of:

Pay Item No.	Pay Item Description	Lump Sum $ Amount
1.	Leak Detection Bid Work per contract	$25,600.00

Total Lump Sum Leak Detection Bid Amount written in numbers:

$ 25,600.00

Total Lump Sum Leak Detection Bid Amount written in words:

Twenty-five thousand Six-hundred Dollars and Zero Cents

Bids shall include all associated costs for completion of that particular item of work, including but not limited to all overhead and administrative costs. Failure to include any costs or work will not be grounds for extra payment.

Note: Owner retains the right to reject all bids.

2. Bid Deposit

In accordance with the conditions established in the foregoing Notice to Bidders, attached is a certified check or bid bond drawn on

one-thousand two-hundred eighty dollars and zero cents

for the sum of 5% of the total bid amount or

$ 1,280.00

3. Acknowledgment of Receipt of Addenda

Addenda #	Date	Contractor's Signature
1	07/05/2024	y chan
2	07/11/2024	y chan

4. Address/Telephone and Telefax Number for Communications Regarding Bid

Name: Y Chan | Principal Owner & Civil Engineer

Address: 19655 Tanbark Ln.; Strongsville, OH 44149

BID FORM MUST BE INSERTED IN PROJECT MANUAL