MEETING OF THE
ROTTERDAM TOWN BOARD

September 13, 2023
7:00 PM
Agenda Review 6:30 PM

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

- To recognize the introduction of Introductory Local Law No. __ of 2023 to amend §266-50, Schedule X: Exclusion of Certain Vehicles, of the Town Code of the Town of Rotterdam.

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.

PUBLIC HEARING #1

To recognize the introduction of Introductory Local Law No. __ of 2023 to amend §266-50, Schedule X: Exclusion of Certain Vehicles, of the Town Code of the Town of Rotterdam.

§ 266-50. Schedule X: Exclusion of Certain Vehicles.

In accordance with the provisions of § 266-17, all vehicles in excess of the indicated maximum gross weights are hereby excluded from the following:

Name of Street	Maximum Weight (tons)	Location
Amsterdam Avenue **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Argo Boulevard **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Arlene Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Bayberry Road	8	Entire length
Bernice Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Butler Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Cady Avenue **[Added 6-14-1989 by L.L. No. 13-1989]**	8	From its terminus to a point 225 feet north of Chrisler Avenue
Caldicott Road **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Campbell Road Extension	8	From Highbridge Road south to its terminus
Cardiff Road **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Careleon Road **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Caroline Avenue	8	Entire length
Chapel Street **[Added 6-14-1989 by L.L. No. 13-1989]**	8	From Hamburg Street to a point 270 feet north of Chrisler Avenue
Chepstow Road **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Cox Avenue	8	Entire length
Crestwood Drive	8	Entire length
Crystal Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
DeForest Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Devendorf Road	8	Entire length
Dolan Drive	8	Entire length

§ 266-50

Name of Street	Maximum Weight (tons)	Location
Draper Avenue	8	Entire length
East Campbell Road	8	Entire length
Edgewood Avenue	8	Entire length
Elizabeth Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Ferguson Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Fiero Avenue **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
First Avenue	8	Entire length
Ford Avenue	8	Entire length
Franklin Street[1] **[Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]**	2	Entire length
Greenpoint Avenue **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Harold Street[2] **[Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]**	2	Entire length
Highbridge Road	8	Entire length
Hollywood Avenue	8	Entire length
Houlton Avenue	5	Entire length
Howell Street	8	Entire length
Hudson Street **[Added 6-14-1989 by L.L. No. 13-1989]**	8	From its terminus to a point 200 feet north of Chrisler Avenue
Keator Drive	8	Entire length
Kings Road	8	Entire length
Knox Drive	8	Entire length
Lawndale Avenue **[Added 7-10-1991 by L.L. No. 6-1991]**	8	From the intersection of Sunrise Boulevard to the point of intersection with the B-1 Retail Business District, approximately 150 feet west of Guilderland Avenue
Leonard Street **[Added 7-23-1986 by L.L. No. 15-1986]**	4	Entire length

1. **Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction**
2. **Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction.**

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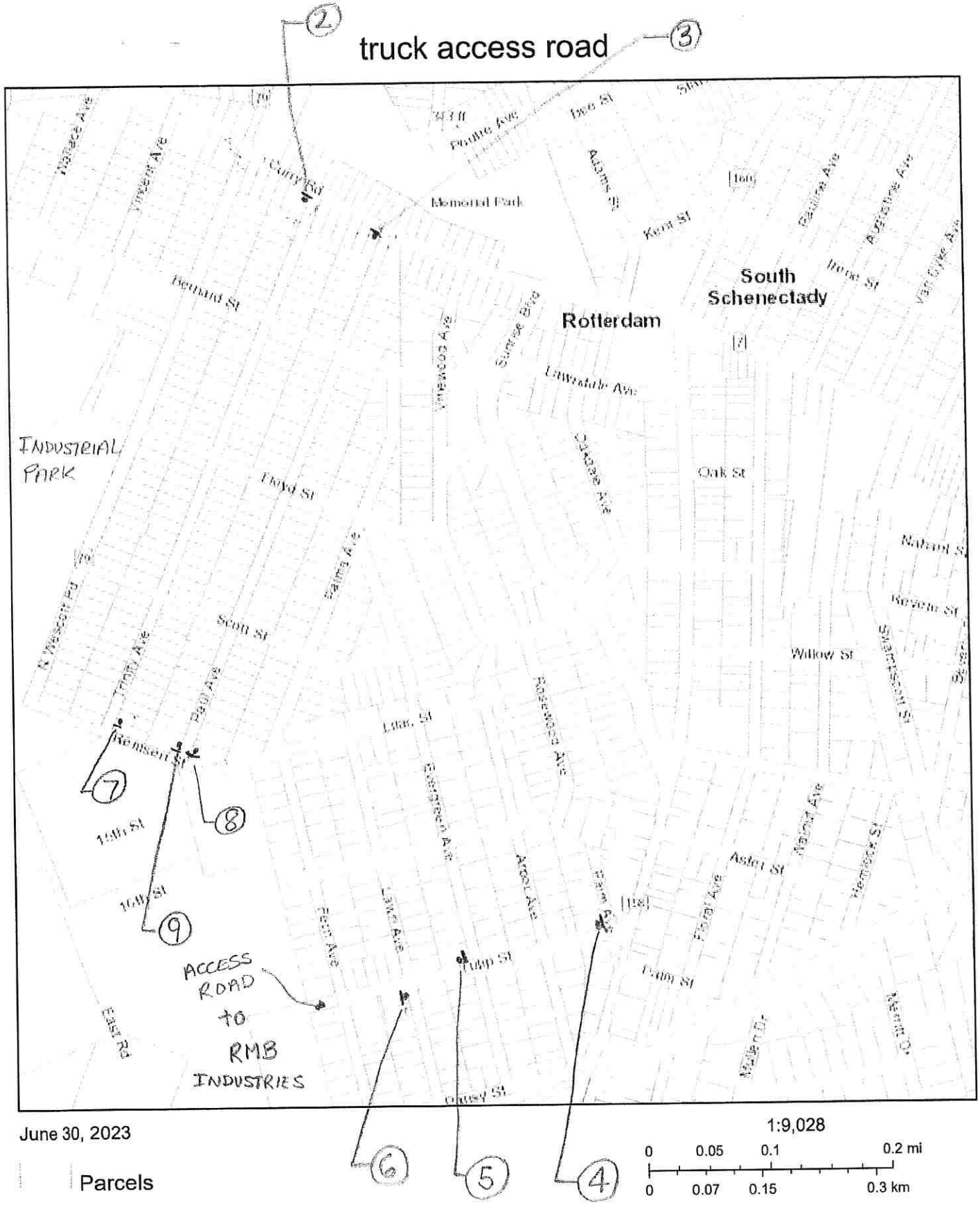
Name of Street	Maximum Weight (tons)	Location
Marion Avenue	4	From Chrisler Avenue to the city line
Marlette Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Martin Street **[Added 2-26-1997 by L.L. No. 3-1997]**	5	Entire length
Mary Lane	6	From Burdeck Street through its terminus at a cul-de-sac or turnaround in Glen Mary Manor
May Avenue	5	Between East Campbell Road and Hamburg Street
Melrose Street	8	Entire length
Miles Standish Road	8	Between Merritt Drive and Guilderland Avenue
Miles Standish Road	8	Between Merritt Drive and Helderburg Avenue
Myrtle Avenue	8	Entire length
~~N. Westcott Road~~	~~4~~	~~Entire length~~
Oakdale Avenue **[Added 7-10-1991 by L.L. No. 6-1991]**	8	From the intersection of Lawndale Avenue to the intersection of Vinewood Avenue
O'Brien Avenue **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Old Mariaville Road	10	From Putnam Road east to Mariaville Road
Palm Avenue **[Added 9-10-1986 by L.L. No. 18-1986]**	4	From Tulip Street to the dead end of Palm Avenue
Patton Drive **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Paul Avenue	4 8	**Entire length**
Peter Road	8	Entire length
Phillip Street	8	Entire length
Princetown Road **[Added 5-9-1990 by L.L. No. 9-1990]**	6	From Phillips Road to Putnam Road
Priscilla Lane	8	Entire length
Putnam Road	6	From West Campbell Road to Mariaville Road
Rensselaer Avenue **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length

Name of Street	Maximum Weight (tons)	Location
Risoli Lane	6	From Duanesburg Road to Mary Lane
Robinwood Avenue	8	From Rt. 7, Curry Road, south to dead end
Roselawn Avenue/Laura Street	8	From Guilderland Avenue to Cedarlawn Avenue
Schermerhorn Road	4	Entire length
Spruce Street **[Added 7-23-1986 by L.L. No. 15-1986]**	4	Entire length
Sterling Road	6	Entire length
Stoodley Place	8	Entire length
Stuart Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Summer Street	8	Entire length
Sunrise Boulevard **[Added 4-26-1989 by L.L. No. 8-1989]**	8	Entire length
Taylor Street[3] **[Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]**	2	Entire length
Tower Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	From Altamont Avenue to Marlette Street
Trinity Avenue	4 8	Entire length
Vandervere Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Vincent Avenue	8	Entire length
Vinewood Avenue **[Added 7-10-1991 by L.L. No. 6-1991]**	8	From the intersection of Sunrise Boulevard to the by point of intersection with the B-1 Retail Business District, approximately 150 feet west of Guilderland Avenue
Wagner Street **[Added 6-14-1989 by L.L. No. 13-1989]**	8	From Chapel Street to Cady Avenue
Wallace Avenue	8	Entire length
Wellington Avenue	8	Entire length
Westside Avenue	8	From Oaklawn Avenue to Helderberg Avenue

3. **Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction.**

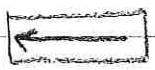
Name of Street	Maximum Weight (tons)	Location
Williams Street[4] **[Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]**	2	From Duanesburg Road to Mariaville Road
William Street (Carmen)	5	Entire length

4. Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction.



Remove "8TON'S" weight limit signs on Paul Avenue and Trinity Avenue and replace them with "4TONS" signs.

TRUCK RESTRICTION AND DIRECTION SIGNS

SIGN LOCATION	SIGN LEGEND
(1)	CORP. PARK DELIVERY — SPECIAL SIGN 36" x 24"  MUTCD M6-1 21"x15"
(2) & (3) (7) & (8)	WEIGHT LIMIT 4 TONS — 24"x30" R12-1
(4) & (5)	RMB DELIVERY — SPECIAL SIGN 36" x 24"  MUTCD M6-3 21"x15"
(6)	TRUCK ROUTE — 24"x18" MUTCD R14-1  MUTCD M6-3 21"x15"
(9)	TRUCK ROUTE — 24"x18" MUTCD R14-1  MUTCD M6-1 (MOD.) 21"x15"

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 256.23

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO.__ OF 2023; TO AMEND §266-50, SCHEDULE X: EXCLUSION OF CERTAIN VEHICLES AND SCHEDULING A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby recognizes the introduction of Introductory Local Law No. __ of 2023 to amend §266-50, Schedule X: Exclusion of Certain Vehicles, of the Town Code of the Town of Rotterdam.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Junction District #1 Firehouse, 1215 Main Street, Rotterdam Junction, New York 12150, at 7:00 p.m. on the 13th day of September, 2023 for the following purpose:

> To recognize the introduction of Introductory Local Law No. __ of 2023 to amend §266-50, Schedule X: Exclusion of Certain Vehicles, of the Town Code of the Town of Rotterdam.

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

DATED: August 9, 2023
Daily Gazette: Please publish once on August 13, 2023
Town Clerk
Post

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

263.23 To accept Town Board meeting minutes of August 9, 2023.

264.23 To appoint Daniel Marsello to the position of GIS/Maps/Location Worker.

265.23 To appoint William Oster to the position of Water & Sewer Maintenance Worker.

266.23 To amend Resolution 16.23 of the year 2023; Appoint Mark D'Alessandro as Senior Citizens Center Bus Driver.

267.23 To enact Introductory Local Law No. 8 of 2023; Establish a six (6) month moratorium prohibiting battery energy storage system installations

268.23 To enact Introductory Local Law No. 9 of 2023; Establish a six (6) month moratorium prohibiting wind generation system installations.

269.23 To enact Introductory Local Law No. 10 of 2023; To amend §266-50, Schedule X: Exclusion of certain vehicles.

270.23 To approve budget transfers to the 2023 budget.

271.23 To accept revenue for Town Clerk's office for August 2023.

272.23 To negotiate and execute an agreement with Cusack and Company, Certified Public Accountants LLC.

273.23 To negotiate and execute an agreement with Greenman-Pedersen Inc.(GPI) for professional engineering services of a whole building generator for the Rotterdam Senior Citizens Center.

274.23 To negotiate and execute an agreement with Greenman-Pedersen, Inc.(GPI) for professional engineering services on the NY Route 5S Bicycle and Pedestrian Access Improvements Project.

275.23 To negotiate and execute an agreement with A-Team Pump & Control Service, LLC.

276.23 To negotiate and execute an agreement with Barton and Logudice for a final asbestos inspection.

277.23 To adopt a negative declaration on a change of zone application; Michael and Cathrine McGuire – 2917 Hamburg Street.

278.23 To enact Introductory Local Law No. 11 of 2023; 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).

279.23 To approve the JCAP 2023-2024 Grant for the Justice Court.

280.23 To authorize Change Order No. 4 for Contract 1 of the Salt Storage & Yard Waste Processing Facility Project.

281.23 To recognize the introduction of Introductory Local Law __ of 2023; To amend chapter 270, Zoning, of the Town Code, relating to a change of zone from two family residential R-2) to multiple family (R-3) and refer to the Planning Commission for report and recommendation.

282.23 To declare one police vehicle obsolete.

283.22 Requesting bids for Roofing Work Pump House 1 & 2.

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT

Mollie A. Collins, Supervisor

RESOLUTION NO. 263.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF AUGUST 9, 2023

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the August 9, 2023 town board meeting as attached.

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

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: **September 1, 2023**
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the **August 9, 2023 Town Board Meeting.**

TO BE PLACED ON TOWN BOARD AGENDA OF: **September 13, 2023.**

TO BE PLACED ON TOWN BOARD MEETING OF: **September 13, 2023.**

Background Information: Attached. To adopt the meeting minutes from the **August 9, 2023 Town Board Meeting.**

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of **September 13, 2023.**

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

August 11, 2023

Certified Resolutions: #242.23-#262.23 for the year 2023 was duly adopted at the Town Board Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 on Wednesday, August 9, 2023 at 7:00 p.m. The Town Board Agenda review meeting began approximately 6:35 p.m. Agenda review was adjourned at approximately 6:44 p.m. All agreed to adjourn agenda review. Motion#24 was made by Councilmember Dodson and seconded by Councilmember Christou. Motion #25 was made by Councilmember Dodson and seconded by Councilmember Christou. Motion #26 was made by councilmember Dodson and seconded by councilmember Christou. The Town Board Meeting started at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 8:06 p.m. by Councilmember Dodson and seconded by Councilmember Christou. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE
ROTTERDAM TOWN BOARD

August 9th, 2023
7:00 PM
Agenda Review 6:30 PM

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

PUBLIC HEARING

- To establish a six (6) month moratorium prohibiting Battery Energy Storage system installations within the Town of Rotterdam. **PUBLIC HEARING CLOSED**
- To establish a six (6) month moratorium prohibiting Wind Generation system installations within the Town of Rotterdam. **PUBLIC HEARING CLOSED**
- To recognize the introduction of Introductory Local Law ___ of 2023; a Change of Zone request on ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1), 2917 Hamburg Street and is a portion of Tax Map No. 59.19-1-4.1. **PUBLIC HEARING CLOSED**
- To recognize the introduction of Introductory Local Law ___ of 2023; to amend Chapter 150, Hawking, Peddling, and Soliciting, of the Town Code of the Town of Rotterdam. **PUBLIC HEARING CLOSED**

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

24.23 To add resolution 262.23 to the agenda.

25.23 To table resolution 242.23.

26.23 To remove resolution 259.23 from the agenda.

RESOLUTIONS

242.23 A resolution urging the passage of New York State Senate bill S.7615, the Migrant Home Rule Transfer Transparency Act. **TABLED**

243.23 To enact Introductory Local Law No. 7 of 2023; To amend chapter 150, hawking, peddling, and soliciting.

244.23 To accept Town Board meeting minutes of July 5, 2023.

245.23 To accept Town Board special meeting minutes of July 24, 2023.

246.23 To appoint Alan Aldi to the position of Wastewater Treatment Plant Mechanic.

247.23 To accept revenue for Town Clerk's office for June and July 2023.

248.23 To approve budget transfers of gas and diesel to the 2023 budget.

249.23 To approve budget transfers to the 2023 budget.

250.23 To declare computer equipment obsolete.

251.23 To declare four police vehicles obsolete.

252.23 Adoption of the 2023 adjusted base proportions.

253.23 To negotiate and execute an agreement with Cummins Sales and Service.

254.23 To authorize payment for a permanent and temporary easement to John P. Santosusso.

255.23 To accept and award bid for Rotterdam Junction WD 3&4 Leak Detection Survey

256.23 To recognize the introduction of Introductory Local Law No.__ of 2023; To amend §266-50, schedule X: Exclusion of certain vehicles and scheduling a public hearing thereon.

257.23 To negotiate and execute a shared services agreement with the Town of Niskayuna relating to I.T. services to the Town.

258.23 To approve Layne Christensen Company as the sole contractor to perform public water supply well work at the Town's wellfield sites.

259.23 To recognize the introduction of Introductory Local Law ___ of 2023; To amend chapter 270, Zoning, of the Town Code, relating to a change of zone from General Business (B-2) to Multiple Family (R-3) and refer to the Planning Commission for report and recommendation. **REMOVED FROM AGENDA**

260.23 Requesting bids for Rotterdam Town Hall Building Renovations.

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

262.23 To recognize the introduction of Introductory Local Law _____of 2023; To amend chapter 270, zoning, of the town code, relating to a change of zone from agricultural (A-1) to general Business (B-2) and refer to the planning commission for report and recommendation.

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT

Mollie A. Collins, Supervisor

MOTION 24.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 on Wednesday, August 9, 2023, at 7:00 p.m., the following motion passed:

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add resolution 262.23 to the agenda.

SECTION 2. This motion shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Schenectady, County

MOTION 25.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 on Wednesday, August 9, 2023, at 7:00 p.m., the following motion passed:

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 on Wednesday, August 9, 2023, at 7:00 p.m., the following motion passed:

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to table resolution 242.23.

SECTION 2. This motion shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady County, NY

MOTION 26.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 on Wednesday, August 9, 2023, at 7:00 p.m., the following motion passed:

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to remove resolution 259.23 from the agenda.

SECTION 2. This motion shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM 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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was **TABLED**:

RESOLUTION NO. 242.23 TABLED

A RESOLUTION URGING THE PASSAGE OF NEW YORK STATE SENATE BILL S.7615, THE MIGRANT HOME RULE TRANSFER TRANSPARENCY ACT

WHEREAS, Schenectady County is one of several counties in New York State that have declared a state of emergency related to the migrant housing crisis exacerbated by New York City Mayor Eric Adams' decision to send 238 migrants to a Super 8 Motel in the Town of Rotterdam on July 18, 2023; and

WHEREAS, attendant to such concern, the Schenectady County and Town Officials were left blindsided, and Schenectady County occupants residing at Super 8 in need of temporary housing were required to leave with no advanced notification; and

WHEREAS, this legislative body finds it unconscionable to displace one group of vulnerable citizens that needs housing and services with any other absent a proper plan in place and with no communication to those affected locally; and

WHEREAS, the measure authored at the state level by Senator James Tedisco, Senate Bill S.7615 will prohibit the relocation of migrants from one municipality to another municipality unless and until a resolution authorizing the relocation has been adopted by the governing bodies of both the receiving county and the receiving municipality of such migrants; and

WHEREAS, this initiative also requires the relocating municipality to provide at least thirty days written notice to the receiving municipality of the impending relocation of such individuals; and

WHEREAS, as a deterrent for those municipalities that relocate migrants absent adopted resolutions at both the county and municipal level, a penalty of $1000 per migrant, per day payable to the New York State Comptroller will fall onto the relocating municipality; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby call upon the New York State Legislature and Governor Kathy Hochul to pass Senate Bill S.7615, enacting the Migrant Home Rule Transfer Transparency Act.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 **TABLED** by the Town Board of the Town of Rotterdam on August 9, 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 August 11, 2023.

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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 243.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 7 OF 2023; TO AMEND CHAPTER 150, HAWKING, PEDDLING, AND SOLICITING

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

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 7 of 2023.

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

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 244.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF JULY 5, 2023

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 adopts the minutes of the July 5, 2023 town board meeting as attached.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 245.23

TO ACCEPT TOWN BOARD SPECIAL MEETING MINUTES OF JULY 24, 2023

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

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the July 24, 2023 Town Board special meeting as attached.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 246.23

TO APPOINT ALAN ALDI TO THE POSITION OF WASTEWATER TREATMENT PLANT MECHANIC

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Alan Aldi, of Schenectady, New York 12306, is hereby appointed to the position of Wastewater Treatment Plant Mechanic, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-five thousand four hundred ninety-one and 83/100 ($55,491.83) dollars, commencing August 14, 2023.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM 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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 247.23

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR JUNE AND JULY 2023

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

SECTION 1. The Town Clerk's reports for the month of June 2023, and July 2023 have been placed on file and the town clerk's checks in the amount of eight thousand seven hundred fifteen 67/100 ($8,715.67) for June and for six thousand two hundred twenty-six and 91/100 (6,226.91) for July have been placed on file submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective August 9, 2023

DATED: August 9, 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 August 9, 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 August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM N.Y. Schenectady, County

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 248.23

TO APPROVE BUDGET TRANSFERS OF GAS AND DIESEL TO THE 2023 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Fund	*Account No.*		*Title*	*Amount*
General	A3120 4302	FROM:	Patrol Vehicle Gas	-22,218.21
General	A3310 4302	FROM:	Traffic Control Gas	-584.01
General	A3620 4302	FROM:	Safety Insp Gas	-1,075.10
General	A7110 4302	FROM:	Parks Gas	-2,310.70
General	A3410 4302	FROM:	Fire Fight Gas	-2,717.21
General	A5132 4304	INTO:	Central Gas Expenditure	+28,905.23
Highway	DA5142 4304	FROM:	Fuel Snow Removal	-1,578.57
Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-3,339.44
General	A5132 4304	INTO:	Central Gas Expenditure	+4,918.01
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-1,852.88
General	A5132 4304	INTO:	Central Gas Expenditure	+1,852.88
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-2,186.12
General	A5132 4304	INTO:	Central Gas Expenditure	+2,186.12

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

Fund	*Account No.*		*Title*	*Amount*
General	A8189 4302	FROM:	Landfill Gas	-966.90
General	A3410 4302	FROM:	Fire Fight Gas	-2,025.81
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+2,992.71
Highway	DA5142 4304	FROM:	Fuel Snow Removal	-7,018.16

Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-11,602.97
Highway	A5132 4304	INTO:	Central Diesel Expenditure	+18,621.13
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-317.30
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+317.30
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-328.46
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+328.46

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 249.23

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Fund	***Account No.***		***Title***	***Amount***
General	A8189 4323	FROM:	Leachate Disposal	-5,000.00
General	A8189 4305	INTO:	Truck/Road Repairs	+5,000.00
General	A1355 4100	FROM	Office Supplies	-76.00
General	A1355 2000	INTO:	Office Equipment	+76.00
W5	W58340 4889	FROM:	Backfill/Pavement Repair	-10,000.00
W5	W58340 4887	INTO:	Water Equip/Maint. & Supply	+10,000.00
W5	W58340 4884	FROM:	W5 Mains	-20,000.00
W5	W58340 2000	INTO:	Equipment	+20,000.00

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 250.23

TO DECLARE COMPUTER EQUIPMENT OBSOLETE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the following computer equipment obsolete and authorizes that it be sold at auction or donated otherwise:

MAKE	MODEL	S/N
*IBM	9494-HB0	66-T0174
*IBM	9494-HB0	66-R2544
*IBM	9494HB0	66-M7181
*DELL	E207WFPc	CN-0TW956-64180-7CR-7RTU
*DELL	E207WFPc	CN-0TW956-64180-79P-31YA
*DELL	E207WFPc	CN-0TW956-64180-838-1Z5U
*DELL	E207WFPc	CN-0CK630-64180-761-064L
DELL	E176FPf	CN-0CC639-74261-25T-4J0M
DELL	1909Wf	No S/N available
DELL	E207WFPc	CN-0TW956-64180-7BD-2JJU
DELL	P1913Sb	CN-0RVC21-74261-25T-4J0M
IBM	9494-HB0	66-R2798
IBM	9494-HB0	66-R2545
IBM	9494-HB0	66-M7179
LENOVO	9419-HC2	VLGF268
DELL	1909Wf	No S/N available
IBM	9494-HB0	66-M7182
IBM	9494-HB0	66-M7847
IBM	9494-HB0	66-M7846
LENOVO	9419-HC2	VLV5878

*Monitor does not function

SECTION 2. This resolution shall become effective August 9, 2023

DATED: August 9, 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 August 9, 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 August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 251.23

TO DECLARE FOUR POLICE VEHICLES OBSOLETE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the following equipment obsolete and authorizes that it be sold at auction:

2009 Dodge Charger (VIN # 2B3LA43V39H513634)
2011 Chevrolet Impala (VIN # 2G1WF5EK5B1309236)
2016 Ford Explorer (VIN # 1FM5K8AR9GGC67176)
2020 Ford Explorer (VIN # 1FM5K8ABXLGA71227)

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY Office of the Town Clerk Schenectady County

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 252.23

ADOPTION OF THE 2023 ADJUSTED BASE PROPORTIONS

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

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 2023 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 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 253.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CUMMINS SALES AND SERVICE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Cummins Sales and Service, located at 101 Railroad Avenue Albany, NY 12205, for service maintenance of the generators at the Wastewater Treatment Plant located at 26 W Campbell Rd Schenectady, NY 12306, for a three-year term not to exceed the total lump sum of three thousand four hundred seventy-four and 99/100 ($3,474.99) dollars.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM N.Y. Schenectady, County

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 254.23

TO AUTHORIZE PAYMENT FOR A PERMANENT AND TEMPORARY EASEMENT TO JOHN P. SANTOSUSSO

WHEREAS, the project begins on Lock Street at the existing stormwater pump station, extends along a private property (6 Lock Street), through this property and then along Isabella Street to Scrafford Road and ending at a drainage structure that was previously installed as part of a New York State Department of Transportation project; and

WHEREAS, easements are needed for construction and to maintain the stormwater collection and conveyance system to reduce flooding in the area; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to approve a payment in the amount of nine thousand four hundred thirty-five and 00/100 ($9,435.00) dollars, made payable to John P. Santosusso for the purchase of a permanent and temporary easement of the property.

SECTION 2. This resolution shall become effective on August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 255.23

TO ACCEPT AND AWARD BID FOR ROTTERDAM JUNCTION WD 3&4 LEAK DETECTION SURVEY

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Tuesday, July 11, 2023, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

ROTTERDAM JUNCTION WD 3&4 LEAK DETECTION SURVEY

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Rotterdam Junction WD 3&4 Leak Detection Survey 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 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 256.23

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO.__ OF 2023; TO AMEND §266-50, SCHEDULE X: EXCLUSION OF CERTAIN VEHICLES AND SCHEDULING A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby recognizes the introduction of Introductory Local Law No. __ of 2023 to amend §266-50, Schedule X: Exclusion of Certain Vehicles, of the Town Code of the Town of Rotterdam.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Junction District #1 Firehouse, 1215 Main Street, Rotterdam Junction, New York 12150, at 7:00 p.m. on the 13th day of September, 2023 for the following purpose:

> To recognize the introduction of Introductory Local Law No. __ of 2023 to amend §266-50, Schedule X: Exclusion of Certain Vehicles, of the Town Code of the Town of Rotterdam.

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

DATED: August 9, 2023
Daily Gazette: Please publish once on August 13, 2023
Town Clerk
Post

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 257.23

TO NEGOTIATE AND EXECUTE A SHARED SERVICES AGREEMENT WITH THE TOWN OF NISKAYUNA RELATING TO I.T. SERVICES TO THE TOWN

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with the Town of Niskayuna for cooperative I.T. services, at no cost to the Town of Rotterdam and the Town of Niskayuna.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 258.23

TO APPROVE LAYNE CHRISTENSEN COMPANY AS THE SOLE CONTRACTOR TO PERFORM PUBLIC WATER SUPPLY WELL WORK AT THE TOWN'S WELLFIELD SITES

WHEREAS, Layne Christensen Company is a specialized public water supply well contractor that performs in a niche market with specialized equipment and highly trained licensed groundwater professionals on complicated groundwater production well projects;

WHEREAS, Layne Christensen Company is local and one of very few contractors in the northeast United States that owns specialized dual rotary and cable tool drilling equipment capable of drilling large diameter (24-inch and greater) production wells to depths greater than 100 feet;

WHEREAS, Layne Christensen Company owns specialized equipment, including cranes, and highly trained licensed personnel that routinely redevelop and maintain large diameter production wells equipped with large deep well turbine pumps and strings of drop pipe that are removed through large hatches in the well building's roofs;

WHEREAS, the Town of Rotterdam has retained Layne Christensen Company exclusively for decades to perform the specialized well work including the 2017 installation of Well No. 5 – a 24-inch diameter casing, 3,500 gallon per minute(gpm) supply, 350 hp motor; and redevelopment and repair to the town's existing large diameter production wells; in a cost effective, professional manner, with proven reliability and high-quality workmanship;

WHEREAS, the Town of Rotterdam approved a $34 million-dollar comprehensive water project that includes a new production well, Well No. 6, with a minimum diameter of 24-inch casing; capacity of 3,500 gpm; expected 350 hp motor, to supplement and provide production well redundancy;

WHEREAS, it is advantageous (experience, qualifications, institutional knowledge, reliability, specialized equipment, highly trained staff, niche market, high quality workmanship) for the Town of Rotterdam to continue a sole source relationship with Layne Christensen Company to perform the Town's specialized public water supply groundwater well work.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby approves Layne Christensen Company, of Schoharie, New York as the sole contractor to perform public water supply well work at the

town's wellfield sites pursuant to the authority conferred in Subdivision 4 Section 103 of General Municipal Law.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was **REMOVED:**

RESOLUTION NO. 259.23 REMOVED

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ___ OF 2023; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM GENERAL BUSINESS (B-2) TO MULTIPLE FAMILY (R-3) AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on a ±6,816 square foot parcel from General Business (B-2) to Multiple Family (R-3) where the applicant would like to convert the first-floor commercial space (±1,624 square feet) into two (2), one-bedroom apartments on the parcel known as 1725 Tower Street, Tax Map No. 59.9-7-6.2; NOW

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

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2023 to amend Chapter 270, Zoning, of the Town Code, for a change of zone from General Business (B-2) to Multiple Family (R-3) on the parcel known as 1725 Tower Street, Tax Map No. 59.9-7-6.2.

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

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 **REMOVED** from the Agenda by the Town Board of the Town of Rotterdam on August 9, 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 August 11, 2023.

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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 260.23

REQUESTING BIDS FOR ROTTERDAM TOWN HALL BUILDING RENOVATIONS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Rotterdam Town Hall Building Renovations.

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 Tuesday, the 12th day of September 2023, 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:

ROTTERDAM TOWN HALL BUILDING RENOVATIONS

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 11:00 A.M., TUESDAY, SEPTEMBER 12, 2023

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: August 9, 2023
BidNet: Please publish on August 11, 2023
Daily Gazette: Please publish once on August 11, 2023
Town Clerk Post

SECTION 3. This resolution shall become effective August 9, 2023

DATED: August 9, 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 August 9, 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 August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 261.23

TO AMEND RESOLUTION 296.21 RELATING TO THE USE OF ARPA FUNDS

WHEREAS, by Resolution No. 119.23 adopted on March 8, 2023, the Town Board voted in favor of amending Section 1 of Resolution 296.21 to read in its entirety as follows:

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

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $1,200,000.00 of funds received pursuant to the American Rescue Plan Act (ARPA) to help fund the replacement of the asbestos concrete water main on Rt. 5S; and

WHEREAS, the Town of Rotterdam has been awarded $2,470,000 under the 2018 NYS Transportation Alternatives / Congestion Mitigation Air Quality Improvement (TAP/CMAQ) Grant Program, and the total project cost was initially estimated at $2,756,000; and

WHEREAS, the project consists of pedestrian and bicycle access improvements along NYS Route 5S/Main St. from NYS Route 103/Bridge St. to Parkis St., and on Iroquois St., including: ADA compliant concrete sidewalks; paved/colored bike lanes; high-visibility crosswalks; pedestrian safety signs; sharrows connecting to the Erie Canalway Trail (Future Empire State Trail); interpretive signage; and landscaping; and

WHEREAS, Project Engineers, during the Advanced Detail Phase of the project, have determined that the existing water main will need to be replaced as it is asbestos concrete pipe that would be in direct conflict with the necessary drainage improvements; and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $1,200,000.00 of funds received pursuant to the American Rescue Plan Act (ARPA) to complete the proposed work of replacing the asbestos concrete water main on Rt. 5S; and

WHEREAS, in light of the need to fund this important replacement of an asbestos concrete water main in the Town of Rotterdam, the Town Board determines it to be appropriate to amend Resolution 296.21 accordingly; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

> "SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00 paid from line A7110 4153 (Parks Improvements), and to fund the improvements to Sewer District 7 Extension 2 ($415,000.00 paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2), and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 paid from line W38310 4850 (Water District 3, Engineering Consultant), and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements ($1,200,000.00).

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

Fund	Account No.	Title		Amount
General	A 909	FROM:	Fund Balance	-$1,200,000.00
H132 Route5S Safety Improvements		INTO:	Capital Project	+$1,200,000.00

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

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 Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 262.23

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ___ OF 2023; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on ±17.3 acres from Agricultural (A-1) to General Business (B-2) where applicant would like to construct a 102,500 square foot BJ's Wholesale Club with associated 8 island fueling station at 900 Duanesburg Road, Tax Map No. 57-3-7.112, and 2,000 square foot retail building with associated drive thru at 880 Duanesburg Road, Tax Map No. 57.7-1-1.2; NOW

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

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2023 to amend Chapter 270, Zoning, of the Town Code, for a change of zone from Agricultural (A-1) to General Business (B-2) at 900 Duanesburg Road, Tax Map No. 57-3-7.112, and 880 Duanesburg Road, Tax Map No. 57.7-1-1.2.

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

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 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 August 9, 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 August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 264.23

TO APPOINT DANIEL MARSELLO TO THE POSITION OF GIS MAPS LOCATION WORKER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Daniel Marsello, of Schenectady, New York 12306, is hereby appointed to the position of GIS/Maps/Location Worker, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-two thousand three hundred nineteen and 09/100 ($52,319.09) dollars, commencing September 18, 2023.

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

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: September 8, 2023

TO: Mollie A. Collins, Town Supervisor

FROM: Jim Keith, Senior Building Inspector

TITLE OF REQUEST: Appoint Mr. Daniel Marsello to the position of GIS/Maps/Location Worker.

TOWN BOARD MEETING: September 13, 2023

Background Information: Mr. Marsello has been an employee of the Town of Rotterdam since 2016 in the Highway Department.

Evaluation/Analysis: Mr. Marsello has worked with the staff in DPW on outfalls, drainage inlets and catch basins. He has extensive knowledge and experience in these areas.

Recommendation(s): Recommend to appoint Mr. Marsello to the position of GIS/Maps/Location Worker.

Attachment/Document(s): See attached documents.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. GIS/Maps/Location Worker _____
POSITION TITLE EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED
JUL 10 2023
Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT. USE ONLY

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

2. Name and Legal Residence

Last Name	First Name	Middle Initial
Marsello	Daniel	V

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

County	City, Town, Village	State	Zip
Schdy	Rotterdam	NY	12306

Home Phone Number 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	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:	None
Expiration Date:	03/03/2027
Endorsements:	None
Class of License:	D
Is this License Currently Valid	YES ☒ NO ☐

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

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

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

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

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

REMARKS:_____

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

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

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

College, University, Professional or Technical School						
Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received
Columbia Greene CC	62	Assaiates	Humanities	X		[redacted]
University of Phoenix	120	BS	Communications	X		
University of Phoenix	30	MBA	Adult Ed + Training	X		

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

Length of Employment

[redacted]
Month/Year (mm/yyyy)

Employment Details

Your Exact Title: SR. Laborer
Name of Your Supervisor: Larry Lamera
Supervisor's Title: Highway Super
Hours worked / wk. (exclusive of overtime): 40
Reason for Leaving:

Firm Name: Town of Rotterdam Highway Dept
Firm Address: 54 Duanesburg Rd Rotterdam, NY

Description of Duties:

- general labor, roadwork, snowplowing, blacktop, tree cutting, mowing, trimming, garbage + debris clean up, brush + yard waste pick up, other assigned duties
* Operated (Trimble) GIS hand held device, used SIMS on laptop computer, locating catch basins, outfalls, drain pipes, recording Street sweepings, damages, as well as other GIS, MARS, location Duties
* 2019 - current VP of CSEA Local 1886, Rotterdam

Length of Employment

From: [redacted]
To:

Employment Details

Your Exact Title: Route Sales Driver
Name of Your Supervisor: Chris Mitchell
Supervisor's Title: Owner
Hours worked / wk. (exclusive of overtime): 50+
Reason for Leaving: Got Highway Job

Firm Name: Chris' Coffee Service
Firm Address: 10 Corporate Circle Albany, NY

Description of Duties:

Deliver, Maintain, merchandise products within an assigned route, customer service, Train new drivers and warehouse associates

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

Length of Employment	Firm Name:	Lepage Bakeries: Country Kitchen
From: [redacted]	Firm Address:	Wolf Rd Colonie NY
To:	Description of Duties:	Order product on handheld for accounts, Deliver, Merchandise, restock products on an established Route, provide customer Service
Employment Details		
Your Exact Title: Route Sales Associate		
Name of Your Supervisor: Paul Millazo		
Supervisor's Title: Sales Manager		
Hours worked / wk. (exclusive of overtime): 50+		
Reason for Leaving: Schedule		

Length of Employment	Firm Name:	
From: Month/Year (mm/yyyy)	Firm Address:	
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.

Daniel Marcello — Signature of Applicant

Daniel Marcello — Print Name

7/10/23 — Date

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

NOTICE
(As of July 10, 2023)

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:

GIS/MAPS/LOCATION WORKER

Compensation

Title		Salary Range
GIS/MAPS/LOCATIONS Worker	(2021)	$52,319.09 - $55,529.57

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

Location:
Town of Rotterdam Department of Public Works

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://rotterdamny.org/blob/form-files.ashx?ID=2072. Application forms must be filed with the Town Supervisor's Office no later than close of business on **Monday, July 24, 2023**. 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

GIS/MAPS/LOCATION WORKER

Distinguishing Features of the Class: This position exists in the Department of Public Works and involves the responsibility for locating and mapping water mains, hydrants, hydrant valves, isolation valves, curb boxes, catch basins, storm water mains, drainage inlets and outfalls, sewer mains (gravity/force mains) and sewer manholes. This information will be input to GIS, ArcGIS and SIMS. Paper maps (water, sewer, storm, etc.) will be digitalized, cataloged and archived in digital folders. This position also locates any utility lines as required by Dig Safely New York. The work is performed under the direction of the Department Head for Public Works.

Typical Work Activities:

- Prepares written plans and documents for development of GIS and CAD systems.
- Coordinates with state and regional agency officials for GIS expansion and development.
- Plans and executes the digitalization of paper maps.
- Names, numbers and inventory of all paper and digitalized maps to archive files.
- Enters into GIS mapping water mains, hydrants, hydrant valves, isolation valves, curb boxes, catch basins, storm water mains, drainage inlets and outfalls, sewer mains (gravity/force mains) and sewer manholes.
- Evaluates GIS software and hardware.
- Marks locations for any utility lines as required by Dig Safely New York.
- Exports/Imports GIS data to/from field devices (tablets)
- Creates shape files for mapped entities to State Plane Coordinate System and/or SIMS
- Does related work as required.

Full Performance Knowledge, Skills, Ability and Personal Characteristics:

Thorough knowledge of Geographic Information Systems including proficiency with ArcGIS. Knowledge of CAD systems. Good knowledge of the methods and procedures of interpreting and transferring field data in a clear and concise manner to maps and other visual media. Good quantitative and analytical skills and the ability to understand and follow complex oral and written instructions. Proficient with GPS Location equipment (Leica/Trimble).

Minimum Qualifications:

(A) Graduation from a regionally accredited or registered New York State College or University with an Associate's Degree in Planning, Drafting, Urban Geography, Geographic Information Systems, Civil Engineering Technology or a related field and two (2) years' experience.

(B) Graduation from a high school or high school equivalency diploma and four (4) years' experience in a related field as stated in (A).

Adopted

CSC 6/22/23

JC: COMPETITIVE

RESOLUTION NO. 265.23

TO APPOINT WILLIAM OSTER TO THE POSITION OF WATER & SEWER MAINTENANCE WORKER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. William Oster, of Schenectady, New York 12306, is hereby appointed to the position of Water & Sewer Maintenance Worker, full time, probationary, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-nine thousand one hundred fifty-six and 95/100 ($49,156.95) dollars, commencing September 18, 2023.

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

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: September 8, 2023

TO: Mollie A. Collins, Town Supervisor

FROM: Jim Keith, Senior Building Inspector

TITLE OF REQUEST: Appoint Mr. William Oster to the position of Water/Sewer Maintenance Worker.

TOWN BOARD MEETING: September 13, 2023

Background Information: Mr. Oster has experience in the water/sewer maintenance field. He has located and repaired underground water mains and sewer lines. Mr. Oster also maintains a CDL license.

Evaluation/Analysis: Mr. Oster, with his background and experience, will be an asset to our Water/Sewer Maintenance Department.

Recommendation(s): Recommend to appoint Mr. Oster as a Water/Sewer Maintenance Worker.

Attachment/Document(s): See attached documents.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED
AUG 16 2023
Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT. USE ONLY

1. Water and Sewer Maintenance Worker _____ (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

Oster, William J
Last Name | First Name | Middle Initial

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

Schenectady Schenectady, NY 12306
County | City, Town, Village | State | Zip

Home Phone Number _____ 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	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:	None
Expiration Date:	02/13/2026
Endorsements:	None
Class of License:	B
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?		X
Did you ever resign from any employment rather than face dismissal?		X
Did you ever receive a discharge from the Armed Forces of the United States which was other than "Honorable" or which was issued under the other than honorable circumstances?		X
Have you ever been convicted of any crime (felony or misdemeanor)?		X
Are you now under charges for any crime?		X
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		X

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

REMARKS:_____

_____

_____

_____

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

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

High School		
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ■	NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	Palmdale 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?		Date Degree Expected or Received
				Yes	No	

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

Length of Employment	Firm Name:	Town of Bethlehem
From: [redacted] /	Firm Address:	445 Delaware Ave. Delmar, NY
To: [redacted] /	**Description of Duties:**	Water department laborer and locator. Locate underground water mains and services, and Sewer mains and services. Take care of all water systems. CDL licensed.
Employment Details		
Your Exact Title: Laborer		
Name of Your Supervisor: Lee Sleurs		
Supervisor's Title: Foreman		
Hours worked / wk (exclusive of overtime): 40		
Reason for Leaving: N/A		

Length of Employment	Firm Name:	Premier Infrastructure and Energy
From [redacted]	Firm Address:	Bohemia,NY
To: [redacted]	**Description of Duties:**	Locate underground cable, electric and gas. Ability to read detailed prints and gas cards. Computer use. Company Vehicle, no accidents. Company computer and cell phone use.
Employment Details		
Your Exact Title: Senior Utility Locator		
Name of Your Supervisor: Kimberly Hankle		
Supervisor's Title: Supervisor		
Hours worked / wk (exclusive of overtime): 8-15		
Reason for Leaving: N/A		

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

Length of Employment	Firm Name:	USIC,LLC
Fro[redacted]	Firm Address:	202 Front St Schenectady, NY
To: [redacted] Month/Year (mm/yyyy)	Description of Duties:	Locate underground cable, electric and gas. Ability to read detailed prints and gas cards. Computer use. Company Vehicle, no accidents. Company computer and cell phone use.
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title: Senior Utility Locator		
Name of Your Supervisor: Tom Green		
Supervisor's Title: Supervisor		
Hours worked / wk (exclusive of overtime): 40		
Reason for Leaving: Company Downsized to just cable locating		

Length of Employment	Firm Name:	UtiliQuest,LLC
From: [redacted] Month/Year (mm/yyyy)	Firm Address:	Alpharetta,GA
To: Month/Year (mm/yyyy)	Description of Duties:	Locate underground telephone
Employment Details		
Your Exact Title: Locator		
Name of Your Supervisor: Mickey ?		
Supervisor's Title: Supervisor		
Hours worked / wk (exclusive of overtime): 40		
Reason for Leaving: Moved to NY State		

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.

William Oster — Signature of Applicant

William Oster — Print Name

08/16/2023 — Date

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

NOTICE
(As of August 15, 2023)

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 in the Water and Sewer Department:

Water & Sewer Maintenance Worker

Compensation

Title		Salary
Water & Sewer Maintenance Worker	*(2021)	**$49,156.95**

**The Town is currently negotiating a cost-of-living increase for years 2022 and 2023 which will eventually be applied to the 2021 salary range above and any increase will be paid retroactively to all wages earned in 2023 prior to reaching an agreement.*

The above title is classified as a non-competitive position and does not require a competitive examination under Civil Service Law.

Location:
Town of Rotterdam: Water & Sewer Department
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://rotterdamny.org/blob/form-files.ashx?ID=2072. Application forms must be filed with the Town Supervisor's Office no later than close of business on **August 28, 2023**. 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

WATER AND SEWER MAINTENANCE WORKER

DISTINGUISHING FEATURES OF THE CLASS: This is manual work involving responsibility for performing a variety of preventative maintenance, repair and installation activities in the extension, maintenance and repair of the municipal water distribution and sewage collection system. Employees may also be assigned other duties in the department such as servicing, replacing and reading water meters, and inspecting and maintaining hydrants. The work is performed under the direct supervision of a higher level supervisor with leeway allowed for the exercise of independent judgment in carrying out the technical details of the job. Supervision over the work of others is not a responsibility of employees in this class. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES:

- Makes taps on water mains for customer services and for installing valves, gates and fire lines;
- Locates leaks, installs clamps and sleeves and makes other emergency repairs;
- Cleans, checks, evaluates and maintains pumping station and equipment to ensure continuous operation;
- Installs, repairs and resets hydrants, valves, meters, pumps, related water distribution equipment, catch basins and storm drainage systems;
- Installs lines from water main to curb stop;
- Operates mechanical equipment including backhoe, loaders, air compressors, drills, pumps, generators, vacuums, rodders, jetters and welders torches;
- Digs trenches for service lines, water mains, drainage and catch basins;
- May read, replace and repair water consumption meters;
- Mows lawns, plows snow, collects rubbish and litter to keep clear access to pumping stations, hydrants, catch basins, storm drainage systems etc;
- May perform minor custodial duties;
- May clean sludge drying beds at sewage plant;
- Responds at all times to emergency repair calls;
- Raises or lowers manholes for paving purposes;
- Checks, cleans and repairs sewer lines;
- May climb water tower and tanks to inspect facilities and perform maintenance;
- May enter various permit required certified spaces to maintain, repair or replace facilities;
- Performs a variety of related duties as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES & PERSONAL CHARACTERISTICS: Good knowledge of the common practices, principles, terminology and safety precautions used in the maintenance and extension of a municipal water distribution and sewage collection system; good knowledge of the use of tools and equipment required in the construction and repair of a municipal water and sewage system; ability to perform heavy manual labor for extended periods, occasionally under adverse weather conditions; willingness to report for emergencies; ability to understand and carry out oral and written instructions; dependability.

MINIMUM QUALIFICATIONS: One year of experience in plumbing work or in the maintenance of a public or private water distribution and sewage collection system.

SPECIAL REQUIREMENTS IN THE TOWN OF NISKAYUNA: Must possess a CDL at the time of appointment and must maintain such license throughout the tenure of appointment.

SPECIAL REQUIREMENT: Possession of a Commercial Driver's License at time of appointment.

Revised CSC 02/13/96
Revised CSC 02/21/06
Revised CSC 09/19/06
Revised CSC 02/21/19

JC: NON-COMPETITIVE-ALL

RESOLUTION NO. 266.23

TO AMEND RESOLUTION 16.23 OF THE YEAR 2023
APPOINT MARK D'ALESSANDRO AS SENIOR CITIZENS CENTER BUS DRIVER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 16.23, as amended, is hereby amended and restated to read as follows: The following individuals are hereby appointed/reappointed to various additional duties and/or part time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2023 as follows:

ADA Compliance Officer/Safety Officer	
James Keith	Annual Stipend $3,000
Grant Coordinator	
Peter Comenzo	Annual Stipend $5,000
Covid Compliance	
Megan Griffin	Annual Stipend $2,500
Social Media Administrator	
Megan Griffin	Annual Stipend $2,000
CDL Trainer	
Steve Skoda	Annual Stipend $1,000
Storm Water Officer	
Ryan Coulter	Annual Stipend $3,500
Deputy Comptroller – Part Time	
Paul Sebesta	Hourly Rate $100.00
School Traffic Officer	
Floyd Rorick (Maximum of 4 hours daily)	Hourly Rate $15.00
Clerk- Part Time(Highway)	
Donna Larsen	Hourly Rate $19.50
Clerk – Part Time(Police Dept)	
Allison Kartner	Hourly Rate $23.38
Storm Water Manager – Part-Time	
Mary Barrie	Hourly Rate $25.00
Water Treatment Plant Operator (1st on call)	
Ian Bonthron	Hourly Rate $35.00
Water Treatment Plant Operator (2nd on call)	
Clark Collins	Hourly Rate $35.00

Building Inspector – Part Time
Lloyd Denny Hourly Rate $40.00
(2 days per week, 23 weeks maximum, not to exceed $17,000 annually)

Bingo Inspector
William Purcell Hourly Rate $15.00

Safety Inspector
Kathy Fisher Hourly Rate $35.00

Accountant – Part Time
Sarah Morrison Hourly Rate $40.00

Senior Citizens Center Bus Driver
Mark D'Alessandro Hourly Rate $20.00

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

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	September 7, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Morgan Coryer, Coordinator of Parks & Senior Programs
TITLE OF REQUEST:	Appointment of Mark D'Alessandro as Senior Center Bus Driver
TOWN BOARD MEETING:	September 13, 2023
Background Information:	Mark D'Alessandro was previously a bus driver for Wade Tours and holds the necessary licensure and certifications to drive the Senior Center bus.
Evaluation/Analysis:	The Senior Center bus will be utilized for day trips and senior transportation. Mr. D'Alessandro will work on Mondays and his rate of pay is to be $20/hr.
Recommendation(s):	Appoint Mark D'Alessandro as Senior Center Bus Driver commencing 9/25/2023.
Attachment/Document(s):	Civil Service Application
Compliance with Purchasing Policy:	N/A.
Effect(s) on Existing Law(s):	N/A.
LEGISLATION WILL BE PREPARED BY:	Supervisor's 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. Sr. Center Bus Driver — POSITION TITLE
_____ — EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED
SEP 07 2023
Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT. USE ONLY

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

2. Name and Legal Residence

D'ALESSANDRO — Last Name | MARK — First Name | E — Middle Initial

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

SCHDY — County | SCHDY — City, Town, Village | NY — State | 12306 — Zip

Home Phone Number [redacted] Cell Pho[redacted]

Email Addres[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 [redacted]

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:	N.Y	[redacted]	
County of:	SCHDY		
Village of:			
Town of:	ROTTERDAM		
City of:			
School District	SCHALMONT		

5. Citizenship

A. Are you currently a U.S. Citizen? YES [X] 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 [X] 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:	A3K
Expiration Date:	9/18/28
Endorsements:	P
Class of License:	B Bus & Truck
Is this License Currently Valid	YES [X] 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?		X
Did you ever resign from any employment rather than face dismissal?		X
Did you ever receive a discharge from the Armed Forces of the United States which was other than "Honorable" or which was issued under the other than honorable circumstances?		X
Have you ever been convicted of any crime (felony or misdemeanor)?		X
Are you now under charges for any crime?		X
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		X

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

REMARKS:_____

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

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

High School		
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☒	NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	SCOTIA GLENVILLE	
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: SCHDY COUNTY
From: [redacted]	Firm Address: 620 STATE ST
To:	**Description of Duties:** MANAGED IT DEPT
Employment Details	
Your Exact Title: MANAGER OF I.T.	
Name of Your Supervisor: CHUCK DOLAN	
Supervisor's Title: CEO	
Hours worked / wk. (exclusive of overtime): 35	
Reason for Leaving: RETIRED	

Length of Employment	Firm Name: WADE TOURS
From: [redacted]	Firm Address: BURDECK ST
To:	**Description of Duties:** BODY WORK DRIVE SHUTTLE DRIVE BUS ON TOURS
Employment Details	
Your Exact Title:	
Name of Your Supervisor: GREG DELOREN ZO	
Supervisor's Title: OWNER	
Hours worked / wk. (exclusive of overtime): 20-40 HRS	
Reason for Leaving: RETIRED	

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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		

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.

Mark DAlessandro — Signature of Applicant

MARK DALESSANDRO — Print Name

9/7/23 — Date

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

NEW YORK STATE
USA
COMMERCIAL DRIVER LICENSE
ENHANCED
DALESSANDRO
MARKIE
CLASS B
EXCELSIOR
SEP 59

dmv.ny.gov
01211 000237672 15
E: P-Passenger
R: A3-Med Cert Exempt, K-CDL Intrastate Only
I hereby make an anatomical gift
V1.0

RESOLUTION NO. 267.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 8 OF 2023; ESTABLISH A SIX (6) MONTH MORATORIUM PROHIBITING BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 8 of 2023.

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

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

LOCAL LAW ESTABLISHING A TEMPORARY LAND USE MORATORIUM PROHIBITING BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS WITHIN THE TOWN OF ROTTERDAM.

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

SECTION 1. TITLE

This Local Law shall be known as the "Moratorium and Prohibition of Battery Energy Storage System Installations within the Town of Rotterdam."

SECTION 2. STATUTORY AUTHORITY PURPOSE AND INTENT.

This Local Law is intended to be consistent with and is adopted pursuant to the authority granted to the Town Board of the Town of Rotterdam under the New York State Constitution, and the Laws of the State of New York including but not limited to the following authorities: New York State Constitution Article IX, Section 2 (c) (ii)(6)m (10)l Municipal Home Rule Law § 10(2); Municipal Home Rule Law §10(3); Municipal Home Rule Law §10(4)(a), and (b) and (15); Town Law §135; Town Law Article 16 (Zoning & Planning) inclusive; Environmental Conservation Law §3-0301 (1)(b), 3-0301(2)(m) and 8-0113 and 6 NYCRR Part 61, also known as the State Environmental Quality Review Act as it pertains to applications that are neither excluded nor exempt from this local law.

This Local Law is land use regulation. This Local Law is intended and is hereby declared to address matters of local concern, and it is declared that it is not the intention of the Town to address matters of statewide concern. This Local Law is intended to act as and is hereby declared to exercise the permissive "incidental control" of a zoning law and land use law that is concerned with the broad area of land use planning and the physical use of land and property within the Town, including the physical externalities associated with certain land uses, such as potential negative impacts of such uses on a community.

This Local Law shall supersede and suspend those provisions of the Code of the Town of Rotterdam and New York state law which require the Planning Board and/or the Town Code Enforcement officer to accept, process, and approve land use applications within certain statutory time periods.

This Local Law is intended to temporarily prohibit the creation or siting of battery energy storage system installations (as herein later defined) within the Town of Rotterdam for a period of up to six (6) months, pending the development and adoption of local laws and/or ordinances designed to regulate and govern such installations.

The Town Board recognizes and acknowledges that the Town needs to study and analyze many considerations that affect the preparation of local legislation to regulate the future creation and siting of battery energy storage system installations. The Town Board has formally requested the Building and Zoning Department and the Planning Board and the Energy Committee of the Town of Rotterdam to identify and review local laws from other jurisdictions, and related information and source materials, in order to assist in developing the parameters of a local law to regulate battery energy storage system installations. The Town Board has directed the Town Attorney to assist in this endeavor.

The Town Board also recognized the need to review and examine its existing ordinance, local laws and Zoning Code provisions insofar as they may be affected by adoption of such local law(s) regulating the creation and/or siting of battery energy storage system installations. It is deemed necessary to enact this moratorium in order to permit the Town adequate time in which to draft suitable legislation for this

purpose. During the term of the moratorium the Town of Rotterdam shall work to prepare and eventually adopt new land use regulations to incorporate into the Town's existing Zoning Code.

Currently, there is one pending applications for the location, development or site plan approval of battery energy storage system installation. The BlueWave Battery Site application has made significant progress through the planning process for the proposed Battery Storage Facility located at 635 Mariaville Road in the Town of Rotterdam. That application shall be exempt from this Moratorium.

During the pendency of the moratorium, the Town Board will consider how best to permit such installations so as to harmoniously integrate such installations with the existing agricultural community and landscape and to mitigate potential undesirable environmental impacts that may be associated with such use. At present, the Zoning Code of the Town of Rotterdam may not adequately regulate such land use. If the community allows such development during that time the goals of the Town could be undermined or damaged. Moratoria are useful in controlling or temporarily inhibiting development until satisfactory final regulations are adopted.

For these reasons, the Town Board finds that temporary moratorium legislation is both advisable and necessary for a reasonable and defined period of time in order to develop and adopt necessary zoning and land use changes to the Zoning Code of the Town of Rotterdam, thus protecting and furthering the public interest, health and safety.

SECTION 3. DEFINITIONS.

For purposes of this Local Law, the following terms shall have the meanings respectively set forth below:

Battery Energy Storage System Installation(s) – Any installation of a rechargeable energy storage system, consisting of electrochemical storage batteries or similar technology, battery charges, controls, power condition systems, inverters, transformers, switchgears and associated electrical equipment designed to store electoral power received from a generating or transmission source and periodically discharging power from the battery energy storage system into the power grid. Systems typically used to provide standby or emergency power and/or an uninterruptable power supply, load shedding, load sharing, or similar capabilities relating to the energy consumed by a residence, farm operation or business on site shall not be considered a "Battery Energy Storage System Installation" for purposes of the Moratorium.

SECTION 4. TEMPORARY MORATORIUM and PROHIBITION.

A. Unless permitted pursuant to Section 5 hereafter, from and after the date of this Local Law, no application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or other Town-level approval of any nature shall be accepted, processed, entertained, approved, approved conditionally, or issued by any board, employee, official or agent of the Town of Rotterdam, for the construction establishment or use or operation of any land, body of water, building, or other structure located within the Town of Rotterdam, for any Battery Energy Storage System Installation, as defined above, except for the projects specifically exempted by this moratorium.

B. Unless permitted pursuant to Section 5 hereafter, from the after the date of this Local Law, no person, entity or business shall use, cause, or permit to be used, any land, body of water, building, or other

structure located within the Town of Rotterdam for any Battery Energy Storage System Installation, as defined above.

C. The prohibitions set forth above in Clauses A. and B. of this Section 4. Are not intended, and shall not be construed, to prevent or prohibit the use and development of battery energy storage systems that are typically used to provide standby or emergency power and/or an uninterruptable power supply, load shedding, load sharing, or similar capabilities and that are for personal or individual use on or about any residence or place of business, or any farm operation.

D. This moratorium and prohibition shall be in effect beginning on the effective date of this Local Law and shall expire on the earlier of (i) that date which is six (6) months after said effective date; or (ii) the effective date of a Town Board resolution affirmatively stating the Town Board has determined that the need for this moratorium and prohibition no longer exists.

E. This moratorium and prohibition shall apply to all real property within the Town of Rotterdam, and all land use applications for the siting or creation of Battery Energy Storage System Installation within the Town of Rotterdam.

F. Under no circumstances shall the failure of the Town Board of the Town of Rotterdam, the Zoning Board of Appeals of the Town of Rotterdam, the Planning Board of the Town of Rotterdam, or the Code Enforcement Officer for the Town of Rotterdam to take any action upon any application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or any other Town level approval related to Battery Energy Storage System Installation constitute an approval by default or an approval by virtue of expiration of time to respond to such application.

SECTION 5. HARDSHIP VARIANCE RELIEF FROM APPLICABILITY OF MORATORIUM.

Applications for land use otherwise subject to this moratorium may be exempted from the provisions of this Local Law following a noticed public hearing before the Town Board. It is specifically intended that this moratorium shall supersede New York State law which would otherwise confer exclusive variance authority to the Zoning Board of Appeals. Following a written request for hardship variance relief, within sixty (60) days of receipt of such request, a noticed public hearing shall be held, at which hearing the Town Board may, but is not limited to consider:

A. The proximity of applicant's premises or the subject of applicant's request for relief to natural resources, including but not limited to prime agricultural soils, wetland areas, conservation districts and other areas of environmental concern.

B. The impact of the proposed application on the applicant's premises and upon the surrounding area.

C. Compatibility of the proposed application with the existing land use and character of the area in general proximity to the subject of the application, and its effect upon aesthetic resources of the community.

D. Compatibility of the proposed application with the recommendations of any administrative body charged with such review by the Town of Rotterdam.

E. The written opinion of the Town of Rotterdam Planning Board and the Town of Rotterdam Code Enforcement Officer that such application may be jeopardized or made impractical by waiting until the moratorium is expired.

F. Evidence specifying in detail the nature and level of any alleged hardship imposed on the property owner(s) as result of this moratorium.

G. Such other considerations and issues as may be raised by the Town Board.

In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be helpful with review of said application. A grant of relief from application of the moratorium shall include a determination of unreasonable hardship upon the property owner (or if there are multiple property owners, a determination that each such owner shall suffer an unreasonable hardship) which is unique to the property owner(s), a finding that there are sufficient existing regulations to adequately govern the application for which a hardship waiver is being requested, and a finding that the grant or an exemption will be in harmony with, and will be consistent with an existing Town of Rotterdam Zoning Ordinance and the recommendation of the Comprehensive Plan as such may exist.

An application for relief from the prohibitions of the moratorium shall be accompanied by fee a $500, together with the applicant's written undertaking in a form to be approved by the Attorney for the Town, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to evaluate and consider the merits of such application, including but not limited to any fees incurred by the Town of services provided by the Attorney of the Town.

SECTION 6. PENALTIES.

A. Failure to comply with any of the provisions of this Local Law shall be an unclassified misdemeanor as contemplated by Article 10 and Section 80.05 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of not more than One Thousand Five Hundred Dollars ($1,500) or imprisonment for not more than 10 days, or both for the first offense. Any subsequent offense within a three-month period shall be punishable by a fine of not more than Two Thousand Five Hundred Dollars ($2,500) or imprisonment for a period of not more than 30 days, or both. For purposes of this Clause:

A. each day that a violation of this Local Law exists shall constitute a separate and distinct offense.

B. Compliance with this Local Law may also be compelled and violations restrained by order or by injection of a court of competent jurisdiction, in an action brought on behalf of the Town by the Town Board.

C. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all costs incurred by the Town relative thereto, including attorney's fees, and such amount shall be determined and assessed by the court. If such expense is not paid in full within 30 days from the date it is determined and assessed by the Court, such expense shall be charged to the propert(ies) within the Town on which the violation occurred, by including such expense in the next

annual Town tax levy against such property, and such expense shall be lien upon such property until paid.

SECTION 7. CONFLICTS.

For and during the stated term of this legislation, unless the stated term thereof shall be modified or abridged by the Town Board, this moratorium shall take precedence over and shall control over any contradictory local law, ordinance, regulation for Zoning Ordinance provision.

SECTION 8. SEVERABILITY.

If any word, phrase, sentence, part, section, subsection, or other portion of this Local Law, or the application thereof to any person or to any circumstance, is adjudged or declared invalid or unenforceable by a court or other tribunal of competent jurisdiction, then, and in such event, such judgement or declaration shall be continued in its interpretation and operation only to the provision of this Local Law that is directly involved in the controversy in which such judgment or declaration is rendered, and such judgement or declaration of invalidity or unenforceability shall not affect or impair the validity or enforceability of the remainder of this Local Law or the application hereof to any other persons or circumstances. If necessary, as to such person or circumstances such invalid or unenforceable provision shall be and be deemed severed here from, and the Town Board of the Town hereby declares that it would have enacted this Local Law, or the remainder thereof, even if, as to provisions and persons or circumstances, a portion hereof is severed or declared invalid or unenforceable.

SECTION 9. EFFECTIVE DATE.

The effective date of this Local Law shall be immediately upon its filing with the Secretary of State.

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

Local Law Filing

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

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

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam

Local Law No. 8 **of the year 20**23

A local law enacting a six month battery energy storage system moratorium in the Town of Rotterdam
(Insert Title)

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam **as follows:**

See Attached

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. 8 of 2023 of the (~~County~~)(~~City~~)(Town)(~~Village~~) of Rotterdam was duly passed by the Town Board on September 13 2023, in accordance with the applicable provisions of law.

(Name of Legislative Body)

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ and was deemed duly adopted

(Elective Chief Executive Officer)*

on _____ 20☐☐, in accordance w ith the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____.

(Elective Chief Executive Officer)*

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

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

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

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

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: _____

RESOLUTION NO. 268.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 9 OF 2023; ESTABLISH A SIX (6) MONTH MORATORIUM PROHIBITING WIND GENERATION SYSTEM INSTALLATIONS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 9 of 2023.

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

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

LOCAL LAW ESTABLISHING A TEMPORARY LAND USE MORATORIUM PROHIBITING WIND GENERATION SYSTEM INSTALLATIONS WITHIN THE TOWN OF ROTTERDAM.

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

SECTION 1. TITLE

This Local Law shall be known as the "Moratorium and Prohibition of Wind Generation System Installations within the Town of Rotterdam."

SECTION 2. STATUTORY AUTHORITY PURPOSE AND INTENT.

This Local Law is intended to be consistent with and is adopted pursuant to the authority granted to the Town Board of the Town of Rotterdam under the New York State Constitution, and the Laws of the State of New York including but not limited to the following authorities: New York State Constitution Article IX, Section 2 (c) (ii)(6)m (10)l Municipal Home Rule Law § 10(2); Municipal Home Rule Law §10(3); Municipal Home Rule Law §10(4)(a), and (b) and (15); Town Law §135; Town Law Article 16 (Zoning & Planning) inclusive; Environmental Conservation Law §3-0301 (1)(b), 3-0301(2)(m) and 8-0113 and 6 NYCRR Part 61, also known as the State Environmental Quality Review Act as it pertains to applications that are neither excluded nor exempt from this local law.

This Local Law is land use regulation. This Local Law is intended and is hereby declared to address matters of local concern, and it is declared that it is not the intention of the Town to address matters of statewide concern. This Local Law is intended to act as and is hereby declared to exercise the permissive "incidental control" of a zoning law and land use law that is concerned with the broad area of land use planning and the physical use of land and property within the Town, including the physical externalities associated with certain land uses, such as potential negative impacts of such uses on a community.

This Local Law shall supersede and suspend those provisions of the Code of the Town of Rotterdam and New York state law which require the Planning Board and/or the Town Code Enforcement officer to accept, process, and approve land use applications within certain statutory time periods.

This Local Law is intended to temporarily prohibit the creation or siting of wind generation system installations (as herein later defined) within the Town of Rotterdam for a period of up to six (6) months, pending the development and adoption of local laws and/or ordinances designed to regulate and govern such installations.

The Town Board recognizes and acknowledges that the Town needs to study and analyze many considerations that affect the preparation of local legislation to regulate the future creation and siting of wind generation system installations. The Town Board has formally requested the Building and Zoning Department and the Planning Board and the Energy Committee of the Town of Rotterdam to identify and review local laws from other jurisdictions, and related information and source materials, in order to assist in developing the parameters of a local law to regulate wind generation system installations. The Town Board has directed the Town Attorney to assist in this endeavor.

The Town Board also recognized the need to review and examine its existing ordinance, local laws and Zoning Code provisions insofar as they may be affected by adoption of such local law(s) regulating the creation and/or siting of wind generation system installations. It is deemed necessary to enact this moratorium in order to permit the Town adequate time in which to draft suitable legislation for this

purpose. During the term of the moratorium the Town of Rotterdam shall work to prepare and eventually adopt new land use regulations to incorporate into the Town's existing Zoning Code.

Currently, there are no pending applications for the location, development or site plan approval of a wind generation system.

During the pendency of the moratorium, the Town Board will consider how best to permit such installations so as to harmoniously integrate such installations with the existing agricultural community and landscape and to mitigate potential undesirable environmental impacts that may be associated with such use. At present, the Zoning Code of the Town of Rotterdam may not adequately regulate such land use. If the community allows such development during that time the goals of the Town could be undermined or damaged. Moratoria are useful in controlling or temporarily inhibiting development until satisfactory final regulations are adopted.

For these reasons, the Town Board finds that temporary moratorium legislation is both advisable and necessary for a reasonable and defined period of time in order to develop and adopt necessary zoning and land use changes to the Zoning Code of the Town of Rotterdam, thus protecting and furthering the public interest, health and safety.

SECTION 3. DEFINITIONS.

For purposes of this Local Law, the following terms shall have the meanings respectively set forth below:

Wind Generation System Installation- Any installation that converts the kinetic energy available in the wind to mechanical energy that can be used to operate an electrical generator. wind generation systems specifically do not include any system utilized for the on-site consumption of a business or residence that does not generate more than 5 kWh of electrical power in total.

SECTION 4. TEMPORARY MORATORIUM and PROHIBITION.

A. Unless permitted pursuant to Section 5 hereafter, from and after the date of this Local Law, no application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or other Town-level approval of any nature shall be accepted, processed, entertained, approved, approved conditionally, or issued by any board, employee, official or agent of the Town of Rotterdam, for the construction establishment or use or operation of any land, body of water, building, or other structure located within the Town of Rotterdam, for any wind generation system Installation, as defined above, except for the projects specifically exempted by this moratorium.

B. Unless permitted pursuant to Section 5 hereafter, from the after the date of this Local Law, no person, entity or business shall use, cause, or permit to be used, any land, body of water, building, or other structure located within the Town of Rotterdam for any wind generation system installation, as defined above.

C. The prohibitions set forth above in Clauses A. and B. of this Section 4. Are not intended, and shall not be construed, to prevent or prohibit the use and development of wind generation systems that are typically used to provide standby or emergency power and/or an uninterruptable power supply, load shedding, load sharing, or similar capabilities and that are for personal or individual use on or about any residence or place of business, or any farm operation.

D. This moratorium and prohibition shall be in effect beginning on the effective date of this Local Law and shall expire on the earlier of (i) that date which is six (6) months after said effective date; or (ii) the effective date of a Town Board resolution affirmatively stating the Town Board has determined that the need for this moratorium and prohibition no longer exists.

E. This moratorium and prohibition shall apply to all real property within the Town of Rotterdam, and all land use applications for the siting or creation of wind generation system installation within the Town of Rotterdam.

F. Under no circumstances shall the failure of the Town Board of the Town of Rotterdam, the Zoning Board of Appeals of the Town of Rotterdam, the Planning Board of the Town of Rotterdam, or the Code Enforcement Officer for the Town of Rotterdam to take any action upon any application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or any other Town level approval related to wind generation system installation constitute an approval by default or an approval by virtue of expiration of time to respond to such application.

SECTION 5. HARDSHIP VARIANCE RELIEF FROM APPLICABILITY OF MORATORIUM.

Applications for land use otherwise subject to this moratorium may be exempted from the provisions of this Local Law following a noticed public hearing before the Town Board. It is specifically intended that this moratorium shall supersede New York State law which would otherwise confer exclusive variance authority to the Zoning Board of Appeals. Following a written request for hardship variance relief, within sixty (60) days of receipt of such request, a noticed public hearing shall be held, at which hearing the Town Board may, but is not limited to consider:

A. The proximity of applicant's premises or the subject of applicant's request for relief to natural resources, including but not limited to prime agricultural soils, wetland areas, conservation districts and other areas of environmental concern.

B. The impact of the proposed application on the applicant's premises and upon the surrounding area.

C. Compatibility of the proposed application with the existing land use and character of the area in general proximity to the subject of the application, and its effect upon aesthetic resources of the community.

D. Compatibility of the proposed application with the recommendations of any administrative body charged with such review by the Town of Rotterdam.

E. The written opinion of the Town of Rotterdam Planning Board and the Town of Rotterdam Code Enforcement Officer that such application may be jeopardized or made impractical by waiting until the moratorium is expired.

F. Evidence specifying in detail the nature and level of any alleged hardship imposed on the property owner(s) as result of this moratorium.

G. Such other considerations and issues as may be raised by the Town Board.

In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be helpful with review of said application. A grant of relief from application of the moratorium shall include a determination of unreasonable hardship upon the property owner (or if there are multiple property owners, a determination that each such owner shall suffer an unreasonable hardship) which is unique to the property owner(s), a finding that there are sufficient existing regulations to adequately govern the application for which a hardship waiver is being requested, and a finding that the grant or an exemption will be in harmony with, and will be consistent with an existing Town of Rotterdam Zoning Ordinance and the recommendation of the Comprehensive Plan as such may exist.

An application for relief from the prohibitions of the moratorium shall be accompanied by fee a $500, together with the applicant's written undertaking in a form to be approved by the Attorney for the Town, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to evaluate and consider the merits of such application, including but not limited to any fees incurred by the Town of services provided by the Attorney of the Town.

SECTION 6. PENALTIES.

A. Failure to comply with any of the provisions of this Local Law shall be an unclassified misdemeanor as contemplated by Article 10 and Section 80.05 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of not more than One Thousand Five Hundred Dollars ($1,500) or imprisonment for not more than 10 days, or both for the first offense. Any subsequent offense within a three-month period shall be punishable by a fine of not more than Two Thousand Five Hundred Dollars ($2,500) or imprisonment for a period of not more than 30 days, or both. For purposes of this Clause:

A. each day that a violation of this Local Law exists shall constitute a separate and distinct offense.

B. Compliance with this Local Law may also be compelled and violations restrained by order or by injection of a court of competent jurisdiction, in an action brought on behalf of the Town by the Town Board.

C. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all costs incurred by the Town relative thereto, including attorney's fees, and such amount shall be determined and assessed by the court. If such expense is not paid in full within 30 days from the date it is determined and assessed by the Court, such expense shall be charged to the propert(ies) within the Town on which the violation occurred, by including such expense in the next annual Town tax levy against such property, and such expense shall be lien upon such property until paid.

SECTION 7. CONFLICTS.

For and during the stated term of this legislation, unless the stated term thereof shall be modified or abridged by the Town Board, this moratorium shall take precedence over and shall control over any contradictory local law, ordinance, regulation for Zoning Ordinance provision.

SECTION 8. SEVERABILITY.

If any word, phrase, sentence, part, section, subsection, or other portion of this Local Law, or the application thereof to any person or to any circumstance, is adjudged or declared invalid or unenforceable by a court or other tribunal of competent jurisdiction, then, and in such event, such judgement or declaration shall be continued in its interpretation and operation only to the provision of this Local Law that is directly involved in the controversy in which such judgment or declaration is rendered, and such judgement or declaration of invalidity or unenforceability shall not affect or impair the validity or enforceability of the remainder of this Local Law or the application hereof to any other persons or circumstances. If necessary, as to such person or circumstances such invalid or unenforceable provision shall be and be deemed severed here from, and the Town Board of the Town hereby declares that it would have enacted this Local Law, or the remainder thereof, even if, as to provisions and persons or circumstances, a portion hereof is severed or declared invalid or unenforceable.

SECTION 9. EFFECTIVE DATE.

The effective date of this Local Law shall be immediately upon its filing with the Secretary of State.

Local Law Filing

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

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

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam

Local Law No. 9 **of the year 20**23

A local law enacting a six month wind energy moratorium in the Town of Rotterdam
(Insert Title)

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam **as follows:**

See Attached

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. 9 of 2023 of the (~~County~~)(~~City~~)(Town)(~~Village~~) of Rotterdam was duly passed by the Town Board on September 13 2023, in accordance with the applicable provisions of law.

(Name of Legislative Body)

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ and was deemed duly adopted

(Elective Chief Executive Officer)*

on _____ 20[ ][ ], in accordance w ith the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____.

(Elective Chief Executive Officer)*

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

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

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

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

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: _____

RESOLUTION NO. 269.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 10 OF 2023; TO AMEND §266-50, SCHEDULE X: EXCLUSION OF CERTAIN VEHICLES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 10 of 2023.

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

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	September 7, 2023
TO:	Town Board
FROM:	Mollie A. Collins, Supervisor
TITLE OF REQUEST:	To Enact Local Law 10; To amend §266-50, Schedule X: Exclusion of certain vehicles
TOWN BOARD MEETING:	September 13, 2023
Background Information:	With the increased complaints of heavy weight trucks traversing residential town roads within the Town a review of the roads was conducted and weight limit restrictions on Paul Avenue and Trinity Avenue from 8 tons to 4 tons were recommended by the Town Consultant Engineer.
Evaluation/Analysis:	The law must be amended and then passed to adopt the updated version of chapter §266-50, Schedule X: Exclusion of certain vehicles of the Town Code.
Recommendation(s):	Public Hearing is set for the September 13, 2023 Town Board Meeting, with the intent to enact this local law, following the closing of the public hearing given there are no revisions to follow.
Attachment/Document(s):	Proposed local law amending the local laws relative to vehicle weight limits on certain town roads.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Amends the weight limits on certain town roads within the town.
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

§ 266-50. Schedule X: Exclusion of Certain Vehicles.

In accordance with the provisions of § 266-17, all vehicles in excess of the indicated maximum gross weights are hereby excluded from the following:

Name of Street	Maximum Weight (tons)	Location
Amsterdam Avenue **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Argo Boulevard **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Arlene Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Bayberry Road	8	Entire length
Bernice Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Butler Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Cady Avenue **[Added 6-14-1989 by L.L. No. 13-1989]**	8	From its terminus to a point 225 feet north of Chrisler Avenue
Caldicott Road **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Campbell Road Extension	8	From Highbridge Road south to its terminus
Cardiff Road **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Careleon Road **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Caroline Avenue	8	Entire length
Chapel Street **[Added 6-14-1989 by L.L. No. 13-1989]**	8	From Hamburg Street to a point 270 feet north of Chrisler Avenue
Chepstow Road **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Cox Avenue	8	Entire length
Crestwood Drive	8	Entire length
Crystal Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
DeForest Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Devendorf Road	8	Entire length
Dolan Drive	8	Entire length

Name of Street	Maximum Weight (tons)	Location
Draper Avenue	8	Entire length
East Campbell Road	8	Entire length
Edgewood Avenue	8	Entire length
Elizabeth Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Ferguson Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Fiero Avenue **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
First Avenue	8	Entire length
Ford Avenue	8	Entire length
Franklin Street[1] **[Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]**	2	Entire length
Greenpoint Avenue **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Harold Street[2] **[Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]**	2	Entire length
Highbridge Road	8	Entire length
Hollywood Avenue	8	Entire length
Houlton Avenue	5	Entire length
Howell Street	8	Entire length
Hudson Street **[Added 6-14-1989 by L.L. No. 13-1989]**	8	From its terminus to a point 200 feet north of Chrisler Avenue
Keator Drive	8	Entire length
Kings Road	8	Entire length
Knox Drive	8	Entire length
Lawndale Avenue **[Added 7-10-1991 by L.L. No. 6-1991]**	8	From the intersection of Sunrise Boulevard to the point of intersection with the B-1 Retail Business District, approximately 150 feet west of Guilderland Avenue
Leonard Street **[Added 7-23-1986 by L.L. No. 15-1986]**	4	Entire length

1. **Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction**
2. **Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction.**

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Name of Street	Maximum Weight (tons)	Location
Marion Avenue	4	From Chrisler Avenue to the city line
Marlette Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Martin Street **[Added 2-26-1997 by L.L. No. 3-1997]**	5	Entire length
Mary Lane	6	From Burdeck Street through its terminus at a cul-de-sac or turnaround in Glen Mary Manor
May Avenue	5	Between East Campbell Road and Hamburg Street
Melrose Street	8	Entire length
Miles Standish Road	8	Between Merritt Drive and Guilderland Avenue
Miles Standish Road	8	Between Merritt Drive and Helderburg Avenue
Myrtle Avenue	8	Entire length
Oakdale Avenue **[Added 7-10-1991 by L.L. No. 6-1991]**	8	From the intersection of Lawndale Avenue to the intersection of Vinewood Avenue
O'Brien Avenue **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Old Mariaville Road	10	From Putnam Road east to Mariaville Road
Palm Avenue **[Added 9-10-1986 by L.L. No. 18-1986]**	4	From Tulip Street to the dead end of Palm Avenue
Patton Drive **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Paul Avenue	4	Entire length
Peter Road	8	Entire length
Phillip Street	8	Entire length
Princetown Road **[Added 5-9-1990 by L.L. No. 9-1990]**	6	From Phillips Road to Putnam Road
Priscilla Lane	8	Entire length
Putnam Road	6	From West Campbell Road to Mariaville Road
Rensselaer Avenue **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length

Name of Street	Maximum Weight (tons)	Location
Risoli Lane	6	From Duanesburg Road to Mary Lane
Robinwood Avenue	8	From Rt. 7, Curry Road, south to dead end
Roselawn Avenue/Laura Street	8	From Guilderland Avenue to Cedarlawn Avenue
Schermerhorn Road	4	Entire length
Spruce Street **[Added 7-23-1986 by L.L. No. 15-1986]**	4	Entire length
Sterling Road	6	Entire length
Stoodley Place	8	Entire length
Stuart Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Summer Street	8	Entire length
Sunrise Boulevard **[Added 4-26-1989 by L.L. No. 8-1989]**	8	Entire length
Taylor Street[3] **[Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]**	2	Entire length
Tower Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	From Altamont Avenue to Marlette Street
Trinity Avenue	4	Entire length
Vandervere Street **[Amended 10-23-2002 by L.L. No. 16-2002]**	4	Entire length
Vincent Avenue	8	Entire length
Vinewood Avenue **[Added 7-10-1991 by L.L. No. 6-1991]**	8	From the intersection of Sunrise Boulevard to the by point of intersection with the B-1 Retail Business District, approximately 150 feet west of Guilderland Avenue
Wagner Street **[Added 6-14-1989 by L.L. No. 13-1989]**	8	From Chapel Street to Cady Avenue
Wallace Avenue	8	Entire length
Wellington Avenue	8	Entire length
Westside Avenue	8	From Oaklawn Avenue to Helderberg Avenue

3. **Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction.**

Name of Street	Maximum Weight (tons)	Location
Williams Street[4] **[Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]**	2	From Duanesburg Road to Mariaville Road
William Street (Carmen)	5	Entire length

4. Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction.

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

Local Law Filing

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

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

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam

Local Law No. 10 **of the year 20**23

A local law enacting amendments to the weight limits of certain roads within the Town of Rotterdam
(Insert Title)

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam **as follows:**

See Attached

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. 10 of 2023 of the (~~County~~)(~~City~~)(Town)(~~Village~~) of Rotterdam was duly passed by the Town Board on September 13 2023, in accordance with the applicable provisions of law.

(Name of Legislative Body)

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ and was deemed duly adopted

(Elective Chief Executive Officer)*

on _____ 20☐☐, in accordance w ith the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____.

(Elective Chief Executive Officer)*

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

(Elective Chief Executive Officer)*

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

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

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

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: _____

RESOLUTION NO. 270.23

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Fund	*Account No.*		*Title*	*Amount*
General	A1355 4100	FROM:	Office Supplies	-40.34
General	A8189 2000	INTO:	Equipment	+40.34
General	A1410 4300	FROM	Conference/Training	-115.00
General	A1410 4100	INTO:	Office Supplies	+115.00
General	A1410 4202	FROM	Informational Mailer	-2,000.00
General	A1410 4400	INTO:	Copier Contract & Repair	+2,000.00
General	A3620 4901	FROM:	Bldg. Insp. Bldg. Demo	-10,000.00
General	A3620 4602	INTO:	Safety Supplies	+10,000.00
S2	S28130 2000	FROM:	Equipment	-5,000.00
S2	S28120 4857	INTO:	SS2 Auto Equip. & Supply	+2,500.00
S2	S28130 4865	INTO:	SS2 Lab Equip. Parts & Sup.	+2,500.00

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

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: **September 8, 2023**

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

FROM: **Comptroller's Office**

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

TOWN BOARD MEETING: To be placed on the Town Board Meeting of September 13, 2023

Background Information: Budget transfers are needed to correct lines

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

Recommendation(s): To be placed on the Town Board meeting of September 13, 2023 and approve the transfer.

Attachment/Document(s): Memos from Brad Canning, Diane Marco and James Keith.

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

"A Nice Place to Live" "A Nice Place to Do Business"

Town of Rotterdam

Office of Town Assessor

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 ext 396 • Fax: 518-356-4319 • www.rotterdamny.org

Date: August 9, 2023
To: Marcus Montgomery
From: Brad Canning, Assessor
Subject: District Taxable Value

The Department of Assessment would like to request a transfer of $40.34 from budget line 1355-4100 to budget line 1355-2000 for hallway camera equipment.

TOWN OF ROTTERDAM

MEMORANDUM

DATE: August 24, 2023

TO: Mollie Collins, Supervisor

FROM: Diane M. Marco, Rotterdam Town Clerk

SUBJECT: Budget transfers

Please Transfer:

Into Line item:	A1410-4100 TC Office Supplies	+115.00
From:	A1410-4300 Conference /Training	-115.00

My supplies line is short (-$7.25) and to get through to the end of year the transfer will need to be done

TOWN OF ROTTERDAM

MEMORANDUM

DATE: August 28, 2023

TO: Mollie Collins, Supervisor

FROM: Diane M. Marco, Rotterdam Town Clerk

SUBJECT: Budget transfers

Please Transfer:

Into Line item:	A1410-4400 TC Copier Contract& Repair	+2,000.00
From:	A1410-4202 Informational Mailer	- 2,000.00

My Copier contract and monthly amount for the copier was paid from DPW and should have been the TC and to get through to the end of year the transfer will need to be done.

Memorandum

To: Mollie Collins, Supervisor

From: James Keith, Senior Building Inspector JK

Subject: Budget Transfer

Date: August 30, 2023

Please transfer the following funds to cover expenses:

From	**A3620 4901 Building Insp. Building Demolition**	**Amount** $10,000.00
To	**A3620 4602 Safety Supplies**	**Amount** $10,000.00
From	**S28130 2000 Equipment**	**Amount** $ 5,000.00
To	**S28120 4857 SS2 Auto Equipment & Supply**	**Amount** $ 2,500.00
To	**S28130 4865SS2 Lab Equip. Parts & Supplies**	**Amount** $ 2,500.00

Thank you.

cc: Marcus Montgomery
Paul Sebesta

RESOLUTION NO. 271.23

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of August 2023, has been placed on file and the Town Clerk's check in the amount of five thousand eight hundred thirty-five dollars and 21/100 ($5,835.21) has been submitted to the Supervisor for deposit.

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

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: **September 1, 2023**

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for **August $5,835.21** in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: **September 13, 2023**

TO BE PLACED ON TOWN BOARD MEETING OF: **September 13, 2023**

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of **September 13, 2023**

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

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

Monthly Worksheet of Daily Work
August 2023

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Games of chance 3% Bingo	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
8/1/2023	$629.00	$304.00	$283.60	$20.40	$175.00	$17.00	$158.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
8/2/2023	$374.00	$169.00	$157.51	$11.49	$185.00	$20.00	$165.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/3/2023	$729.00	$219.00	$204.02	$14.98	$305.00	$29.00	$276.00	$120.00	$67.50	$52.50	$0.00	$0.00	$0.00	$0.00	$0.00
8/4/2023	$1,115.51	$664.00	$625.19	$38.81	$285.00	$25.00	$260.00	$40.00	$22.50	$17.50	$36.51	$0.00	$0.00	$0.00	$0.00
8/7/2023	$536.00	$154.00	$144.78	$9.22	$222.00	$24.00	$198.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/8/2023	$345.00	$224.00	$210.19	$13.81	$91.00	$9.00	$82.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/9/2023	$744.61	$323.00	$303.73	$19.27	$195.00	$13.00	$182.00	$120.00	$67.50	$52.50	$21.61	$0.00	$0.00	$0.00	$0.00
8/10/2023	$637.00	$294.00	$277.80	$16.20	$118.00	$12.00	$106.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$25.00
8/11/2023	$526.00	$271.00	$256.05	$14.95	$180.00	$14.00	$166.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/14/2023	$528.00	$147.00	$138.88	$8.12	$141.00	$13.00	$128.00	$80.00	$45.00	$35.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/15/2023	$230.00	$35.00	$33.06	$1.94	$65.00	$5.00	$60.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
8/16/2023	$619.00	$433.00	$407.65	$25.35	$166.00	$19.00	$147.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/17/2023	$287.00	$132.00	$123.99	$8.01	$85.00	$8.00	$77.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/18/2023	$227.00	$77.00	$72.03	$4.97	$45.00	$3.00	$42.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.00
8/21/2023	$444.00	$239.00	$225.08	$13.92	$110.00	$8.00	$102.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
8/22/2023	$543.52	$321.00	$303.28	$17.72	$40.00	$5.00	$35.00	$80.00	$45.00	$35.00	$7.52	$0.00	$0.00	$0.00	$0.00
8/23/2023	$674.72	$207.00	$195.60	$11.40	$160.00	$14.00	$146.00	$40.00	$22.50	$17.50	$32.72	$0.00	$0.00	$0.00	$0.00
8/24/2023	$383.00	$238.00	$223.43	$14.57	$60.00	$4.00	$56.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
8/25/2023	$626.22	$231.00	$216.09	$14.91	$140.00	$16.00	$124.00	$40.00	$22.50	$17.50	$40.22	$0.00	$0.00	$0.00	$0.00
8/28/2023	$340.48	$147.00	$138.16	$8.84	$75.00	$5.00	$70.00	$80.00	$45.00	$35.00	$18.48	$0.00	$0.00	$0.00	$0.00
8/29/2023	$324.00	$134.00	$125.16	$8.84	$60.00	$4.00	$56.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/30/2023	$257.00	$97.00	$90.91	$6.09	$120.00	$8.00	$112.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
8/31/2023	$475.82	$259.00	$243.98	$15.02	$150.00	$13.00	$137.00	$0.00	$0.00	$0.00	$16.82	$0.00	$0.00	$0.00	$0.00
Audited by dmm 8/31/23	**$11,595.88**	$5,319.00	**$5,000.17**	**$318.83**	$3,173.00	**$288.00**	**$2,885.00**	$840.00	**$472.50**	**$367.50**	**$173.88**	**$0.00**	**$0.00**	**$0.00**	**$50.00**

Town Clerk Monthly Report
August 01, 2023 - August 31, 2023

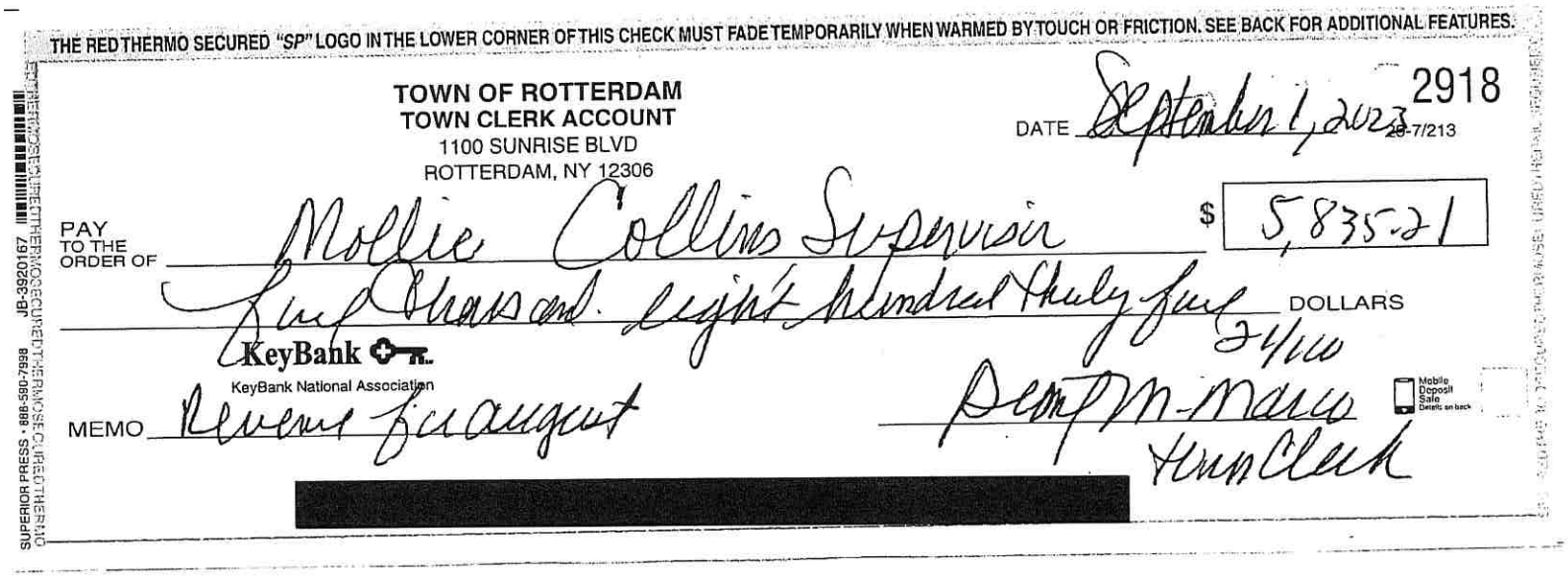
Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	23	318.83
			Sub-Total:	**$318.83**
Dog Licensing	Exempt Dog	A2544	5	0.00
Dog Licensing	Female, Spayed	A2544	96	1,344.00
Dog Licensing	Female, Unspayed	A2544	13	221.00
Dog Licensing	Male, Neutered	A2544	105	1,470.00
Dog Licensing	Male, Unneutered	A2544	16	272.00
Dog Licensing	Replacement Tags	A2544	1	3.00
			Sub-Total:	**$3,310.00**
Late Fees	Late Fee -Dog Renewal	A1550	34	340.00
			Sub-Total:	**$340.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	21	367.50
			Sub-Total:	**$367.50**
Misc	Misc		7	173.88
			Sub-Total:	**$173.88**
MISC. FEES	Certified Copies	A1255	99	990.00
			Sub-Total:	**$990.00**
One Day Officiant License	One Day Officiant License	A1255	2	50.00
			Sub-Total:	**$50.00**
parade permit	Parade Permit	A002545	1	25.00
parade vending permit	Parade Permit	A002545	1	25.00
			Sub-Total:	**$50.00**
PERMIT FEES	Garage Sale	A2590	102	510.00
			Sub-Total:	**$510.00**
Senior Discount	Senior Discount	A2544	45	-425.00
			Sub-Total:	**-$425.00**
Soliciting	Soliciting Hawking Peddler	A2545	1	150.00
			Sub-Total:	**$150.00**
			Total Local Shares Remitted:	**$5,835.21**

Amount paid to:	NYS Ag. & Markets for spay/neuter program	288.00
Amount paid to:	NYS Environmental Conservation	5,000.17
Amount paid to:	State Health Dept. For Marriage Licenses	472.50
Total State, County & Local Revenues:	**$11,595.88**	**Total Non-Local Revenues:** **$5,760.67**

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

Mollie A. Collins — Supervisor — 9/1/2023 — Date

Diane M. Marco — Town Clerk — 9/1/2023 — Date



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

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

2918
DATE September 1, 2023 29-7/213

PAY TO THE ORDER OF Mollie Collins Supervisor $ 5,835.21

Five thousand eight hundred thirty five DOLLARS 21/100

KeyBank
KeyBank National Association

MEMO Revenue for August

Deputy Town Clerk

Mobile Deposit Safe Details on back

JB-392017 SUPERIOR PRESS • 888-890-7998 SECURE THERMO SECURE THERMO SECURE THERMO

RESOLUTION NO. 272.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CUSACK AND COMPANY, CERTIFIED PUBLIC ACCOUNTANTS LLC

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 an agreement with Cusack & Company, Certified Public Accountants LLC, located at 7 Airport Park Boulevard, Latham, NY 12110, for auditing services of the Rotterdam Public Housing Agency, in the amount not to exceed seven thousand one hundred and 00/100 ($7,100.00) dollars.

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

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: September 8, 2023

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Sign Agreement for Cusack & Co. To perform 2022 HUD Audit

TOWN BOARD MEETING: September 13, 2023

Background Information: Cusack & Company will conduct an audit on the 2022 HUD (Section 8 housing).

Evaluation/Analysis: Cusack & Company has consistently conducted audits for the Town over the course of several years.

Recommendation(s): Authorize the Supervisor to sign agreement for services of Cusack & Company pertaining to the 2022 HUD audit.

Attachment/Document(s): Agreement for signature

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

CUSACK & COMPANY
Certified Public Accountants LLC
7 AIRPORT PARK BOULEVARD
LATHAM, NEW YORK 12110
(518) 786-3550
FAX (518) 786-1538
E-MAIL ADDRESS: CPAS@CUSACK.CPA
WWW.CUSACK.CPA

RECEIVED
AUG 25 2023
Town of Rotterdam
SUPERVISORS OFFICE

MEMBERS OF:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS OF:
NEW YORK STATE SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

August 23, 2023

Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, New York 12306

We are pleased to confirm our understanding of the services we are to provide for the Town of Rotterdam Public Housing Agency (the "Agency") for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the Agency, which comprise the statement of financial position as of December 31, 2022, and the related statements of activities for the year then ended, and the disclosures (collectively, the "financial statements"). Also, the schedule of expenditures of federal awards and the supplementary information accompanying the financial statements required by the U.S. Department of Housing and Urban Development (HUD)'s Uniform Financial Reporting Standards for HUD Housing Programs will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America, and to report on the fairness of the supplementary information referred to in the first paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

1. Management override of controls

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they

have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures-Internal Control

We will obtain an understanding of the Agency and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Agency's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Agency's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Agency in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance, and the supplementary information required by HUD's Uniform Financial Reporting Standards for HUD Housing Programs, based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, and other supplementary information. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the information return, but management must make all decisions with regard to those matters.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, schedule of expenditures of federal awards, the supplementary information required by HUD's Uniform Financial Reporting Standards for HUD Housing Programs, and related notes in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review as soon as it is received by you.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with U.S. generally accepted accounting principles; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. generally accepted accounting principles; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Management is also responsible for ensuring that the electronic submission of required financial and compliance data to HUD's Real Estate Assessment Center (REAC) is complete, accurate, and timely, in accordance with your regulatory and contractual obligations to HUD. Performance of the agree-upon procedure required by HUD relating to the electronic submission of your financial information will be addressed in a separate letter.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, other supplementary information, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter the tax services provided and our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, other supplementary information, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, the schedule of expenditures of federal awards, other supplementary information, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Agency; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Cusack & Company CPAs, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Secretary of Housing and Urban Development or its designee, the HUD Inspector General, or the U.S. Government Accountability Office or their representatives for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Cusack & Company CPAs, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation (hardcopy or electronic) to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by HUD. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Kenneth B. Claflin is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them. We expect to begin our audit in May 2023.

We estimate that our fees for the audit and other services will not exceed $7,100. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Town Board of the Town of Rotterdam Public Housing Agency. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Kenneth B. Claflin

Kenneth B. Claflin, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Town of Rotterdam Public Housing Agency.

_____

Town Supervisor

_____

Date

RESOLUTION NO. 273.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GREENMAN-PEDERSEN INC.(GPI) FOR PROFESSIONAL ENGINEERING SERVICES OF A WHOLE BUILDING GENERATOR FOR THE ROTTERDAM SENIOR CITIZENS CENTER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Greenman-Pedersen, Inc, located at 80 Wolf Road, Suite 300, Albany, NY 12205, for professional engineering design services for a whole building generator to serve the Rotterdam Senior Citizens Center, at 2639 Hamburg St., in the amount not to exceed fourteen thousand five hundred and 00/100 ($14,500.00) dollars.

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

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: August 18, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with GPI to provide design services for a whole building generator to serve the Rotterdam Senior Center.

TOWN BOARD MEETING: September 13, 2023

Background Information: The Senior Center is designated as an emergency shelter for potential catastrophic events. The generator would allow the building to remain functional during power outages.

Evaluation/Analysis: The cost provided by GPI appears to be reasonable for the level of effort needed to perform the design work.

Recommendation(s): I recommend that the Town Board approve the cost for providing engineering services for the lump sum amount of $14,500.00.

Attachment/Document(s): See proposal from GPI.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

August 14, 2023

Via Email

Mr. Lloyd H. Denny Jr.
Building Inspector/Code Enforcement
Town of Rotterdam, Dept. of Public Works
1100 Sunrise Blvd.
Rotterdam, NY 12306

Re: Rotterdam Senior Center, Rotterdam, NY

Dear Mr. Denny Jr.:

Thank you for taking the time to review the generator project with myself and Mr. Mark Anderson from my office last week. It was a pleasure meeting you and reviewing the project needs.

Greenman-Pedersen, Inc. (GPI) is pleased to submit the following proposal to provide professional engineering design services for a whole building generator to serve the Rotterdam Senior Center, at 2639 Hamburg St.

Our proposal provides for basic engineering services which will include construction documents, plans and technical specifications.

Scope of Work

1. GENERAL
   a. Site visits during design to verify existing electrical service arrangement, as well as natural gas service arrangement.
   b. Provide sign and sealed Bid Documents.

2. ELECTRICAL
   a. Modifications to existing building service to incorporate automatic transfer switch.
   b. Locate generator and provide generator installation details.
   c. Right size generator to accept maximum building load plus 25% spare capacity for future loads.
   d. Building and Electrical Code review.
   e. Provide building plans indicating conduit routings and new equipment locations.
   f. Coordinate with National Grid for determining maximum building kW demand.
   g. Provide required Division 26 specifications for project specific electrical work.

3. PLUMBING
   a. Coordinate with National Grid for gas service modifications to serve proposed generator.
   b. Provide plans detailing gas piping and all required appurtenances.
   c. Provide required Division 21 and 23 specifications for project specific plumbing work.
   d. Building and Plumbing Code review.

Assumptions

- GPI has assumed two (2) site visits during the project design phase.
- Bidding and Construction phase services are excluded at this time.
- Specifications will be provided in manual or spec book format.
- Town of Rotterdam will provide letter to National Grid allowing release of electrical and gas usage data to GPI.
- One (1) opinion of probable construction cost has been included in the scope of this proposal. Cost to be provided at the completion of the design effort, prior to bidding.
- Value engineering after bidding which requires redesign services is excluded.
- Program changes which require redesign are excluded.
- Short circuit studies, over-current protective device coordination studies, arc flash studies are excluded (exclusive of code required labeling).

Deliverables

- GPI will provide the Town of Rotterdam with electronic (PDF) versions of our completed construction documents. Plans will be signed and sealed for building permits.
- GPI will provide one mylar copy for record after bidding and incorporation of any addendums.

Fee Schedule

GPI can perform the above scope of work for a lump sum fee of $14,500.00.

GPI appreciates the opportunity to submit this proposal. If during your review of this proposal you should have any questions, please do not hesitate to contact me. If you agree with this proposal, please sign and date this as well as initialing the following Terms and Conditions, then return a copy to me and retain a copy for your files.

Sincerely,
GPI/Greenman-Pedersen, Inc.



Curt Benedetto Jr, PE
Vice President

Client Authorization

_____
Signature Date

_____
Print Name

Execution of this document constitutes a contract between the client and GPI for the services mentioned herein. GPI's liability for any claims pursuant to the work performed under this agreement is limited to the fee noted above.

RESOLUTION NO. 274.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GREENMAN-PEDERSEN, INC.(GPI) FOR PROFESSIONAL ENGINEERING SERVICES ON THE NY ROUTE 5S BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS 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 Town Supervisor to negotiate and execute an agreement with Greenman-Pedersen, Inc, located at 80 Wolf Road, Suite 300, Albany, NY 12205, for professional engineering services related to the NY Route 5S Bicycle and Pedestrian Access Improvements Project, in the amount not to exceed thirty-four thousand 00/100 ($34,000.00) dollars.

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

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: September 7, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to enter a Supplemental Agreement with GPI to provide design services for installation of a new water main and services along Main Street (Route 5S), from Mohawk Drive to Parkis Street.

TOWN BOARD MEETING: September 13, 2023

Background Information: GPI is currently providing design services for the Route 5S Bicycle and Pedestrian Access Improvements, which 80 percent of the project cost utilizes federal funding. As part of the design process, it was determined that the proposed stormwater improvements will impact the existing watermain and services. This supplemental agreement will fund the design work for new watermain and services.

Evaluation/Analysis: The cost provided by GPI is reasonable for the level of effort needed to perform the work.

Recommendation(s): I recommend that the Town Board approve the cost for providing supplemental engineering services for the maximum amount of $34,000.00.

Attachment/Document(s): See supplemental scope of services and cost prepared by GPI.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Architectural/ Engineering
Consultant Agreement
Supplemental Agreement 1

PIN (s)____1761.82_____ Municipal Contract No. _____

Agreement made this _____ day of _____by and between

Town of Rotterdam

Having its office located at 1100 Sunrise Boulevard, Rotterdam, New York 12306
(The **"TOWN")**

And

Greenman-Pedersen, Inc.

With its office located at 80 Wolf Road, Suite 300, Albany, NY 12205
(the **"Consultant,"** the **"signatory"** and the **"prospective participant")**

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as the **NY Route 5S Bicycle and Pedestrian Access Improvements** (as described in detail in Attachment A annexed hereto, the "Project" or "PROJECT") the **TOWN** has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the **TOWN** has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, the **SUPERVISOR** is authorized to enter this Agreement on behalf of the **TOWN,**

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This Agreement consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Agreement"
- **Attachment "A"** – Project Description and Funding
- **Attachment "B"** – Scope of Services
- **Attachment "C"** – Engineering Fee

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the **TOWN** with deliverables more specifically described in Attachments **"A" & "B".**

2.2 The CONSULTANT shall ascertain the applicable practices of the **TOWN**, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachments **"A" & "B".**

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the **TOWN**.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the **TOWN** shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based upon the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

3.1 Cost Plus Fixed Fee Method			
	DESCRIPTION OF ITEMS WITHIN METHOD	**APPLICABLE RATE/ AMOUNT OR PERCENTAGE**	**INTERIM PAYMENTS**
Item I	• Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT. • The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the **TOWN**. • If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.	• Actual cost incurred in the performance of this Agreement as identified in Attachment "C" or otherwise approved in writing by the **TOWN** or its representative. • Not to exceed the maximum allowable hourly rates of pay described in Attachment "C" of this Agreement, all subject to audit. Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the **TOWN**.	• The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachments "B" and "C". • Invoices are subject to approval of the **TOWN** and **TOWN**'s Representative.
Item II	• Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	• All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this project not otherwise encompassed in Direct Non-Salary Project-related Costs, which become the property of the **TOWN** at the completion of the work or at the option of the **TOWN.**	• Salvage value	

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September 13, 2023

	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item IV	• Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR"), and applicable policies and guidelines of the **TOWN**, NYSDOT, and FHWA • For the purposes of this Agreement, an accounting period shall be the CONSULTANTS'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the **TOWN** for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this item.	• The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as **138 %,** in all events not to exceed **138%,** subject to audit.	
Item V	• Negotiated Lump Sum Fixed Fee • Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless the Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed.	• A negotiated Lump Sum Fixed Fee which in this Agreement for GPI shall equal **$3,000.**	
Item VI	The Maximum Amount Payable under this Agreement including Fixed Fees unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed.	• Maximum Amount Payable under this Method shall be $**34,000.**	

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September 13, 2023

ARTICLE 4. INSPECTION

The duly authorized representatives of the **TOWN**, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) and the FEDERAL HIGHWAY ADMINISTRATION (FHWA), shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the **TOWN**:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e., labor, direct non-salary, overhead, and fee.

5.2 In order to enable the **TOWN** to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

X. Records of Direct Non-Salary Costs;
XI. Copies of any subcontracts relating to said contract;
XII. Location where records may be examined; and
XIII. Name, address, and telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The **TOWN** will make final payment within sixty (60) calendar days after receipt of an invoice that is properly prepared and submitted, and all appropriate documents and records are received, provided the CONSULTANT is not in default of this Agreement.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the **TOWN** from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the **TOWN** of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the **TOWN** on a monthly basis or such alternative interval as the **TOWN** directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the **TOWN**, in writing, of this fact prior to beginning any of the work. The **TOWN** shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the **TOWN** determines that such work does constitute extra work, the **TOWN** shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the **TOWN**. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the **TOWN** to the CONSULTANT for execution after approvals have been obtained from necessary **TOWN** officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the **TOWN** all assistance required by the **TOWN**. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the **TOWN** 's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. INDEMNIFICATION; INSURANCE

The CONSULTANT shall be responsible for all damage to life and property due to negligent or intentional acts, errors or omissions of the CONSULTANT, its subcontractors, agents or employees in the performance of its service under this Agreement.

Further, the CONSULTANT shall defend, indemnify and save harmless the **TOWN**, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the CONSULTANT, its subcontractors, agents or employees, to the extent of its responsibility for such claims, damages, losses and expenses. Such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent or intentional performance of service, within the meaning of this Article, shall include, in addition to negligence or intent founded upon tort, negligence or intent based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the **TOWN** beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for the Project, Professional Liability Insurance in the amount of ONE MILLION AND 00/100 DOLLARS ($1,000,000.00), issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this Agreement. The CONSULTANT shall supply any certificates of insurance required by the **TOWN** and adhere to any additional

requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This Agreement shall be void and of no effect unless the CONSULTANT shall secure and keep insured during the life of this Agreement, Workman's Compensation Insurance for the benefit of such employees as are necessary to be insured in compliance with the provisions of the New York State Workman's Compensation Law. The CONSULTANT shall secure policies of general and automobile liability insurance and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) each.

The CONSULTANT shall furnish a certified copy of said policies to the **TOWN** at the time of execution of this Agreement.

ARTICLE 10. INTERCHANGE OF DATA

All technical data related to this PROJECT existing in the office of the **TOWN** or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (collectively called the "Records"). The Records shall be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The **TOWN**, the State, the Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of the CONSULTANT within the State of New York, or a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT shall not make any charge or claim for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the **TOWN** may decide, it being understood, however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **TOWN** of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising its rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

The **TOWN** shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

A. for convenience of the **TOWN** - if a termination is brought about for the convenience of the **TOWN** and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.

B. for cause - if the termination is brought about as a result of the **TOWN** 's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the **TOWN**, of the total amount of work contemplated by the Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the **TOWN** shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the **TOWN**. In case of the failure of the CONSULTANT'S successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the **TOWN** for any damages it may sustain by reason thereof. Upon the delivery of all such data to the **TOWN**, the **TOWN** will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the **TOWN** by reason hereof, and that he will

not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **TOWN**, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit. Further, the employees and agents of the CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the **TOWN** and will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **TOWN**, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **TOWN** shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the **TOWN**. Further, the CONSULTANT shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the **TOWN**. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the **TOWN** may deem necessary or appropriate.

If this provision is violated, the **TOWN** may revoke and annul the Agreement and the **TOWN** shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the **TOWN**.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the **TOWN** a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic

municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All subcontractors and subconsultants performing work on this project shall be bound by the same required agreement provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other subconsultant shall include all standard required agreement provisions, and such agreements shall be subject to review by the **TOWN**.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an

officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the **TOWN** may, in certain circumstances, provide compensation for such work.

B. Neither the **TOWN** 's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the **TOWN** in accordance with applicable law for all damages to the **TOWN** caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this Agreement.

C. The rights and remedies of the **TOWN** provided for under this Agreement are in addition to any other rights and remedies provided by law.

D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and **TOWN** Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the N.Y. Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 11 1506.5

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the PROJECT including:

a. an existing contract for the PROJECT's ROW incidental work or construction engineering; or

b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of $5,000, the CONSULTANT shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of $20,000 except printing

contracts in excess of $10,000, the CONSULTANT shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The CONSULTANT shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the N.Y. Labor Law or a building service contract covered by Article 9 thereof, neither CONSULTANT'S employees nor the employees of its SUBCONTRACTORS may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the N.Y. Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, CONSULTANT and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the N.Y. Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the N.Y. Labor Law and Section 139-h of the N.Y. State Finance Law, if this contract exceeds $5,000, the CONSULTANT agrees, as a material condition of this Agreement, that neither the CONSULTANT nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If the CONSULTANT, or any of the aforesaid affiliates of CONSULTANT, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such agreement, amendment or modification thereto shall be rendered forfeit and void. The CONSULTANT shall so notify the **TOWN** and the State Comptroller within five (5) business days of such conviction, determination of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the N.Y. Civil Practice Law & Rules ("CPLR"), CONSULTANT hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONSULTANT'S actual receipt of process or upon the **TOWN** 's receipt of the return thereof by the United State Postal Service as refused or undeliverable. CONSULTANT must promptly notify the **TOWN**, in writing, of each and every change of address to which service of process can be made. Service by the **TOWN** to the last known address shall be sufficient. CONSULTANT will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. MISCELLANEOUS

30.1 Executory Contract. This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the **TOWN** beyond the monies legally available for the purposes hereof.

30.2 During the term of this Agreement, the contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the CONSULTANT shall give the **TOWN** thirty (30) days written notice in advance of such event.

30.3 The CONSULTANT shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement, and shall comply with all applicable laws, rules and regulations.

30.4 The **TOWN** shall bear no responsibility other than that set forth in this Agreement.

THIS SPACE LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: **TOWN** Contract #_____

Town of Rotterdam	**Greenman-Pedersen, Inc.**
By: _____	By: _____
Date: _____	Date: _____

STATE OF NEW YORK
SS:

_____ OF _____

On this _____ day of _____ ,20__ before me, the subscriber, personally appeared to me known as_____, who, being by me duly sworn, did depose and say- that he/she resides at _____, New York; that he/she is the _____of _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of the Town of Rotterdam.

_____

Notary Public, _____, N.Y.

STATE OF NEW YORK
SS:

_____ OF _____

On this _____ day of _____ ,20__ before me, the subscriber, personally

appeared to me known as _____, who, being by me duly sworn, did depose and say- that

he resides at ; that he/she is the of Greenman Pedersen, Inc., the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his position as a duly authorized representative of the Consultant.

_____

Notary Public, _____, N.Y.

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: **1761.87** Term of Agreement Ends: **December 31, 2024**

BIN:

☐ Main Agreement
☐ Amendment to Agreement # _____
■ Supplement to Agreement # 1

Phase of Project Consultant to work on:

■ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☐ Construction, C/I

Dates or term of Consultant Performance: _____ through _____

Start Date: August 29, 2023

Finish Date: December 31, 2024

PROJECT DESCRIPTION:

Design to replace and upsize the existing waterline along NYS Route 5S within the defined project limits below. This design will include replacement of all hydrants, replacement of all valves, replacement of the existing services up to the highway boundary and re-establishing the existing service connections.

Project Location:

NY Route 5S Bicycle and Pedestrian Access Improvements
From Mohawk Drive to Parkis Street, Town of Rotterdam NY

Consultant Work Type(s): See Attachment "B" for more detailed Task Lists.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B, FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:
Original Agreement $286,000.00 + SA No. 1 $ 35,000.00 (this agreement) = $321,000.00 Total

Attachment B

NY ROUTE 5S WATERMAIN IMPROVEMENTS
TOWN OF ROTTERDAM, NY
SCOPE OF SERVICES

EXECUTIVE SUMMARY

The project proposes to replace the existing deficient watermain between Mohawk Drive and Parkis Street. The new watermain will be 10" ductile iron and include replacement of all hydrants. The waterline will be located within the travel lanes or under the sidewalk on or along NYS Route 5S depending on the guidance provided by the NYSDOH.

- Design a new watermain between Mohawk Drive and Parkis Street.
    - To include new hydrants and valves.
- Reconnect existing watermain services at the highway boundary.

The **Consultant** will provide preliminary and final design services that include the design of a 10" watermain between Mohawk Drive and Parkis Street.

The project will be designed based upon the following documents:

- Recommended Standards for Water Works
- NYSDOT Highway Design Manual Chapter 13, Appendix F
- Town of Rotterdam Standards

The project will be constructed in accordance with NYSDOT "Standard Specifications for Construction and Materials effective at the time construction commences.

SECTION 1 – GENERAL

1.01 PROJECT DESCRIPTION AND LOCATION

This project is known as: **NY Route 5S Watermain Improvements**

PIN: **To be included in PIN 1761.82**

Municipality: **Town of Rotterdam**

County: **Schenectady**
All work performed by the **Consultant,** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 CONTRACT ADMINISTRATOR

The **Town**'s Contract Administrator for this project is **Peter Comenzo, Senior Planner** who can be reached at **518-355-7575 Ext 338.**

All correspondence to the **Town** should be addressed to:

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

The Contract Administrator should receive copies of all project correspondence directed other than to the **Town**.

1.03 PROJECT CLASSIFICATION

The project is assumed to be a Class II Action (Automatic Categorical Exclusion) under USDOT Regulations, 23 CFR 771, in which NYSDOT will be the lead agency for the National Environmental Policy Act (NEPA).

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Unlisted Action, in which the **Town** will be the lead agency for the SEQRA process.

1.04 CATEGORIZATION OF WORK

Project work is generally divided into the following sections:

Section 1 – General
Section 2 - Data Collection & Analysis
Section 3 - Preliminary Design
Section 6 - Detailed Design
Section 7 – Advertising, Bid Opening & Award
Section 8 – Construction Support – *Future Supplemental Agreement*
Section 9 – Construction Inspection – *Future Supplemental Agreement*
Section 10 – Estimating & Technical Assumptions

When specifically authorized in writing to begin work, the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Town** with the reports, plans, estimates and other data specifically described in Sections 1,2,3,6,7 and 10.

1.05 PROJECT FAMILIARIZATION

The **Town** will provide the **Consultant** if available with the following information:

- Plans for future related municipal buildings in the area of the project.
- Record as-built plans of the existing waterline and services.
- Other relevant documents pertaining to this project

The **Consultant** will become familiar with the additional scope of work before starting any work. This includes thorough review of all supplied project information.

1.06 MEETINGS

The **Consultant** will prepare for and attend meetings as directed by the **Town's** Contract Administrator. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 COST AND PROGRESS REPORT

For the duration of this agreement, the **Consultant** will prepare and submit to the **Town** on a monthly basis a Progress Report in a format approved by the **Town**. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. In cases where all work under this contract is officially suspended by the **Town**, this task will not be performed during the suspension period.

1.08 POLICY AND PROCEDURES

The design of this project will be progressed in accordance with accepted practices

A. Compliance with Documents

All work must conform to current versions of the following documents, as applicable. Where necessary, the **Consultant** will obtain either the full document or guidance extracted from it.

- Recommended Standards for Water Works
- NYSDOT Highway Design Manual Chapter 13, Appendix F
- NYSDOT Standard Specifications (Construction and Materials)
- NYSDOT Environmental Procedures Manual
- NYSDOT Engineering Bulletins and Directives
- Town of Rotterdam Design Standards

1.09 SPECIFICATIONS

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specification for Construction and Materials, U.S. Customary units, including all applicable revisions.

1.10 SUBCONSULTANTS - None anticipated for this project.

1.11 SUBCONTRACTORS - None anticipated for this project.

SECTION 2 – DATA COLLECTION & ANALYSIS

2.01 DESIGN SURVEY

It is assumed there has been no change to both topography and planimetric features within the project limits and no supplemental survey will be needed.

2.02 DESIGN MAPPING

No revisions to the design mapping are anticipated.

2.03 DETERMINATION OF EXISTING CONDITIONS

The **Consultant** will inventory the condition of existing visible watermain appurtenances.

2.04 FUTURE PLANS FOR CORRIDOR & COORDINATION W/ OTHER PROJECTS

The **Town** will confirm no new developments are planned in the area that would affect the watermain location and sizing.

2.05 HEAD LOSS ANALYSIS

A head loss analysis will be conducted to ensure the increased pipe diameter does not result in significant pressure loss.

SECTION 3 – PRELIMINARY DESIGN

3.01 DESIGN CRITERIA

The **Consultant** will identify all applicable design standards to be used for the watermain design.

The **Town** will approve the selected project design criteria (either by a written submission or at a meeting).

3.02 DEVELOPMENT OF ALTERNATIVES

A. **Selection of a Design Alternative** - The **Consultant** will develop one proposed layout for review by the Town.

The **Consultant** will meet with the **Town** to discuss the proposed layout to obtain initial input, make revisions and finalize the layout.

3.03 COST ESTIMATE

The **Consultant** will develop, provide and maintain a cost estimate for one design alternative based upon the NYSDOT weighted average bid prices.

The **Consultant** will update the estimate periodically based on unit price changes.

3.04 ADVISORY AGENCY REVIEW

The **Consultant** will provide the **Town** with one (1) paper copy along with an electronic copy of the proposed design for submission to NYSDOH.

The **Consultant** and **Town** in conjunction will prepare the NYSDOH application for public water supply improvements. The **Town** will submit the application to the NYSDOH or Schenectady County Department of Health.

SECTION 4 – ENVIRONMENTAL (Not anticipated for this project)

SECTION 5 – RIGHT-OF-WAY (Not anticipated for this project)

SECTION 6 – DETAILED DESIGN

6.01 ADVANCE DETAIL PLANS

The **Consultant** will develop the approved design alternative to final design. The final design will be included in the contract drawings for the pedestrian bicycle improvement project.

- Drainage and utility plans.
- Watermain profile sheets, as needed.
- Watermain details, as needed.

6.02 FINAL PLANS AND CONTRACT DOCUMENTS

The **Consultant** will revise the design plans based upon comments received by the **Town** and NYSDOH. The Consultant will incorporate the final documents into the PS&E for the pedestrian bicycle improvement project. The package will include:

- Special notes
- Specifications
- Plans
- A list of supplemental information available to bidders (i.e., record as-built plans, etc.)
- Separate bid sheets for share tracking
- Other pertinent information

6.03 COST ESTIMATE

The **Consultant** will develop, provide, and maintain the construction cost estimate for the watermain. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

SECTION 7 – ADVERTISEMENT, BID OPENING AND AWARD

7.01 ADVERTISEMENT

The **Consultant** will incorporate this scope of work with the pedestrian bicycle improvement project for the advertisement to be placed in the NYS Contract Reporter and any other newspaper or publications identified by the **Town**. The Advertisement will not be forwarded until authorization is granted by the **Town**.

7.02 BID PHASE AND OPENING (Letting)

The water main will be bid with the remainder of the 1761.82 project and not in a separate letting. The **Town** will hold the public bid opening. During the bid phase, the **Consultant** will answer any questions from prospective bidders and if necessary, issue an addendum prior to the bid opening.

7.03 AWARD

The **Consultant** will analyze the bid results specific to the watermain. The analysis will include:

- Verifying the low bidder
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.)
- Breaking the low bid into fiscal shares, if necessary
- Determining whether the low bid is unbalanced
- For pay items bid more than 25% over the Engineer's Estimate:
    - Checking accuracy of quantity calculations
    - Determining appropriateness of price bid for work in the item
- Determining whether the low bidder is qualified to perform the work

SECTION 8 – CONSTRUCTION SUPPORT

Prior to Construction Phase Authorization, GPI will provide scope of services for this section.

SECTION 9 – CONSTRUCTION INSPECTION

Prior to Construction Phase Authorization, GPI will provide scope of services for this section.

SECTION 10 – ESTIMATING & ADDITIONAL TECHNICAL ASSUMPTIONS

10.01 ADDITIONAL ESTIMATING ASSUMPTIONS

The following additional assumptions have been made for estimating purposes:

Section 1 Estimate **3** meetings, not including the scoping meeting, during the life of this agreement.

Section 2 Assume progress reports will be included on the pedestrian bicycle improvement project. (Not including Supplemental Agreement for Construction Support and Inspection).

Section 5 It is assumed that all work will be performed within the public right of way and that the project will not require any easements or takings.

Section 6 Estimate **1** cost estimate plus **1** update will be required.

Section 7 Advertisements will be placed in Newspaper publications in addition to the NYS Contract Reporter by the **Town for the pedestrian/bicycle improvement project with the water main improvements**.

10.02 ADDITIONAL TECHNICAL ASSUMPTIONS

- This project will be developed utilizing current NYS Department of Transportation (NYSDOT) specifications and standards in accordance with all applicable publications.
- Plans will be provided as part of the construction bid documents.
- The project will be progressed on 11x17 (B size) deliverables for all plan submittals. The project will be completed using the current version of MicroStation platforms.
- Test pits will not be required to accurately determine below ground utility locations.
- Traffic Control during the field work will be supplied by **Consultant.**
- The NYSDOH watermain improvement application will be completed by the **Consultant** with assistance from and submitted by the **Town.**
- Additional survey will not be required.

- Any fees associated with the required permits and/or public notification will be paid by the **Town**.
- Comments on all submittals will be provided in a timely manner.
- An electronic copy of documents (PDF format on USB Drive) will be supplied to the **Town** at each submission phase, along with hard copies.

NY ROUTE 5S BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS
TOWN OF ROTTERDAM

PIN 1761.82

8/29/2023

EXHIBIT A

GREENMAN-PEDERSEN, INC.
----- Salary Schedule -----

TITLE	ASCE OR NICET TITLE	Avg Rate	Max Hourly Rate						Overtime Category
			1/1/2019 to 12/31/2019	1/1/2020 to 12/31/2020	1/1/2021 to 12/30/2021	1/1/2022 to 12/31/2022	1/1/2023 to 12/31/2023	1/1/2024 to 12/31/2024	
Productive Principal	ASCE IX	$110.00	$112.55	$115.93	$119.41	$122.99	$126.68	$130.48	A
Project Director	ASCE VIII	$80.00	$90.04	$92.74	$95.52	$98.39	$101.34	$104.38	A
Principal Engineer	ASCE VII	$73.00	$82.16	$84.63	$87.17	$89.78	$92.47	$95.25	A
Project Manager	ASCE VII	$65.00	$67.53	$69.56	$71.64	$73.79	$76.01	$78.29	B
Geotechnical Engineer	ASCE VI	$55.00	$59.65	$61.44	$63.28	$65.18	$67.14	$69.15	B
Senior Engineer	ASCE VI	$60.00	$65.28	$67.24	$69.26	$71.33	$73.47	$75.68	B
Construction Supervisor	ASCE VI	$55.00	$56.28	$57.96	$59.70	$61.49	$63.34	$65.24	B
Project Engineer	ASCE V	$46.00	$51.77	$53.33	$54.93	$56.57	$58.27	$60.02	B
Engineer	ASCE IV	$45.00	$46.15	$47.53	$48.96	$50.42	$51.94	$53.50	B
Environmental Engineer	ASCE IV	$40.00	$42.77	$44.05	$45.37	$46.74	$48.14	$49.58	B
Design Engineer	ASCE III	$38.00	$41.64	$42.89	$44.18	$45.51	$46.87	$48.28	B
Junior Engineer	ASCE II/I	$29.00	$31.51	$32.46	$33.43	$34.44	$35.47	$36.53	B
Senior Environmental Scientist	N/A	$53.00	$55.15	$56.80	$58.51	$60.26	$62.07	$63.93	B
Senior Landscape Architect	N/A	$72.00	$81.04	$83.47	$85.97	$88.55	$91.21	$93.94	B
Landscape Architect	N/A	$40.00	$45.02	$46.37	$47.76	$49.19	$50.67	$52.19	B
Senior Engineering Technician	NICET III	$33.00	$37.14	$38.26	$39.40	$40.59	$41.80	$43.06	C
Engineering Technician	NICET II	$28.00	$31.51	$32.46	$33.43	$34.44	$35.47	$36.53	C
CADD Operator	NICET II	$28.00	$31.51	$32.46	$33.43	$34.44	$35.47	$36.53	C
Technician	NICET I	$25.00	$28.14	$28.98	$29.85	$30.75	$31.67	$32.62	C
Resident Engineer	NICET IV	$40.00	$42.00	$43.26	$44.56	$45.89	$47.27	$48.69	C
Office Engineer/Sr. Inspector	NICET III	$49.00	$54.02	$55.65	$57.31	$59.03	$60.80	$62.63	C
Construction Inspector	NICET III	$42.00	$47.27	$48.69	$50.15	$51.65	$53.20	$54.80	C
Construction Inspector	NICET II	$40.00	$45.02	$46.37	$47.76	$49.19	$50.67	$52.19	C
Construction Inspector	NICET I	$34.00	$38.27	$39.42	$40.60	$41.82	$43.07	$44.36	C
Technical Typist	N/A	$30.00	$33.77	$34.78	$35.82	$36.90	$38.00	$39.14	C

NOTE:
It shall be the Engineer's responsibility to pay prevailing wage rates and supplements as required by the NYS Department of Labor, for services requiring such rates and supplements.

ENGINEER'S OVERTIME COMPENSATION POLICY
The Engineer's overtime compensation policy controls what overtime category is assigned to each job title listed above.

Category A - No Overtime Compensation
Category B - Overtime Compensated at Straight Time Rate
Category C - Overtime Compensated at Straight Time Rate x 1.5 for all Hours Beyond 40 Hours Worked.

NY ROUTE 5S BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS
TOWN OF ROTTERDAM

PIN 1761.82

PIN 1761.82 **8/29/2023**

EXHIBIT B, Page 1

GREENMAN-PEDERSEN, INC.
----- ESTIMATE OF DIRECT NON-SALARY COSTS -----

1. REPRODUCTION

Item	# Sets	Units/Set	# Units	Cost/Unit	Cost
Draft DAD	0	250	0	$0.10	$0.00
Final DAD	0	250	0	$0.10	$0.00
Xerox-Working	0	0	0	$0.10	$0.00
Bid Documents	0	0	0	$0.10	$0.00
Prints/Plots-Half Size	0	0	0	$0.10	$0.00
Prints/Plots-Full Size	0	0	0	$2.50	$0.00
Color Copies (Info Meetings)	0	0	0	$2.50	$0.00
Exhibits	1	1	1	$100.00	$100.00

1. TOTAL $100.00

2. MILEAGE, TOLLS & PARKING

Destination	# Trips	Miles/Trip	Miles	Cost/Mile	Cost
Proj Site	1	40	40	$0.550	$22.00
Municipality	3	30	90	$0.550	$49.50
NYSDOT Region 1			0	$0.500	$0.00

mileage rate shall not exceed the fed CADD Operator

2. TOTAL $71.50

3. SHIPPING

	# Packages	Cost/Package	Cost
Postage		$0.49	$0.00
Overnight Delivery		$10.00	$0.00

3. TOTAL $0.00

4. SUBSURFACE INVESTIGATIONS

	Number	Unit Cost	Cost
			$0.00

4. TOTAL $0.00

5. PROPERTY ACQUISITIONS

	# Parcels	Unit Cost	Cost
Appraisal	0	$0.00	$0.00

5. TOTAL $0.00

6. OWNER'S PROTECTIVE INSURANCE

6. TOTAL $0.00

7. MISCELLANEOUS

	Cost
	$0.00
	$0.00

7. TOTAL $0.00

GRAND TOTAL **$171.50**

NY ROUTE 5S BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS

TOWN OF ROTTERDAM

) PEDESTRIAN ACCESS IMPROVEMENTS

PIN 1761.82

PIN 1761.82

EXHIBIT C
GREENMAN-PEDERSEN, INC
----- STAFFING TABLE -----

JOB TITLE	GRADE	RATE	1.01	1.02	1.03	1.04	1.05	1.06	1.07	1.08	1.09	1.10	1.11	2.01	2.02	2.03	2.04	2.05	3.01	3.02	3.03	3.04	6.01	6.02	6.03	7.01	7.02	7.03	TOTAL HOURS	HOURLY RATE	DIRECT WAGES
Productive Principal	ASCE IX	$126.68																											0	$126.68	$0.00
Project Director	ASCE VIII	$101.34						4												2			2	2	2			2	14	$101.34	$1,418.76
Principal Engineer	ASCE VII	$92.47																											0	$92.47	$0.00
Project Manager	ASCE VII	$76.01					1	6	4							6			1	8	4	4	6	8	4		1	4	57	$76.01	$4,332.57
Geotechnical Engineer	ASCE VI	$67.14																											0	$67.14	$0.00
Senior Engineer	ASCE VI	$73.47																											0	$73.47	$0.00
Construction Supervisor	ASCE VI	$63.34																											0	$63.34	$0.00
Project Engineer	ASCE V	$58.27														6			2	24	8	8	24	16	16			4	108	$58.27	$6,293.31
Engineer	ASCE IV	$51.94																											0	$51.94	$0.00
Environmental Engineer	ASCE IV	$48.14																											0	$48.14	$0.00
Design Engineer	ASCE III	$46.87					2	6											4										12	$46.87	$562.45
Junior Engineer	ASCE II/I	$35.47																											0	$35.47	$0.00
Senior Environmental Scientist	N/A	$62.07																											0	$62.07	$0.00
Senior Landscape Architect	N/A	$91.21																											0	$91.21	$0.00
Landscape Architect	N/A	$50.67																											0	$50.67	$0.00
Senior Engineering Technician	NICET III	$41.80																											0	$41.80	$0.00
Engineering Technician	NICET II	$35.47																											0	$35.47	$0.00
CADD Operator	NICET II	$35.47																											0	$35.47	$0.00
Technician	NICET I	$31.67																											0	$31.67	$0.00
Resident Engineer	CADD Opera	$47.27																											0	$47.27	$0.00
Office Engineer/Sr. Inspector	NICET III	$60.80																											0	$60.80	$0.00
Construction Inspector	NICET III	$53.20																											0	$53.20	$0.00
Construction Inspector	NICET II	$50.67																											0	$50.67	$0.00
Construction Inspector	NICET I	$43.07																											0	$43.07	$0.00
Technical Typist	N/A	$38.00																											0	$38.00	$0.00
TOTAL HOURS			0	0	0	0	3	16	4	0	0	0	0	0	0	12	0	0	7	34	12	12	32	26	22	0	1	10	191		
			23											12					65				80			11						
																													191		

TOTAL DTL	$	12,606.90
OVERHEAD AT 138%	$	17,397.52
FIXED FEE AT 10%	$	3,000.44
TOTAL DTL + OH & FEE	$	33,004.85

NY ROUTE 5S BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS

TOWN OF ROTTERDAM
PIN 1761.82

EXHIBIT D

GREENMAN-PEDERSEN, INC.
----- SUMMARY -----

8/29/2023

Item IA, Direct Technical Salaries (estimated) subject to audit	$	12,607
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		
Item II, Direct Non-Salary Cost (estimated) subject to audit	$	172
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	$	-
CADD Operator		
Item III, Overhead (138%)	$	17,398
Item IV Fixed Fee (10%)	$	3,000
Total Estimated Cost	**$**	**33,176**
MAXIMUM AMOUNT PAYABLE	**$**	**34,000**

Greenman-Pedersen, Inc. 8/29/2023

RESOLUTION NO. 275.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH A-TEAM PUMP & CONTROL SERVICE, LLC

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 an agreement with A-Team Pump & Control Service LLC, located at 10 Hemlock St. Latham, NY 12110, to repair and upgrade the Highbridge Road pump station in the amount not to exceed fourteen thousand eight hundred eighty-nine and 60/100 ($14,889.60) dollars.

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

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: September 7, 2023

TO: Mollie Collins, Supervisor

FROM: James Keith, Sr. Building Inspector

TITLE OF REQUEST: Authorize the Supervisor to enter into a contract with A-Team Pump and Control Service, LLC, for the repair and upgrade of the Highbridge Road Pump Station

TOWN BOARD MEETING: September 13, 2023

Background Information: The pump station on Highbridge Road needs repairs and upgrades. After inspection it was revealed that the rail system at the bottom of the pit have rotten and fallen off. The base elbows and check valves in the bottom of the pit are also rotten.

Evaluation/Analysis: The pump station on Highbridge Road should be repaired. This work would include two (2) new pumps, plumbing, base elbows, check valves and rails.

Recommendation(s): Authorize the Supervisor to enter into a contract with A-Team Pump and Control Service, LLC..

Attachment/Document(s): Sales Quotation

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor

A-Team Pump & Control Service, LLC

10 Hemlock St.
Latham, NY 12110

Estimate

Date	Estimate #
7/21/2023	1030

Name / Address
T/O ROTTERDAM TOWN HALL CARE OF PUBLIC WORKS DPW 1100 SUNRISE BLVD. ROTTERDAM, NY 12306

Project

Description	Qty	Rate	Total
SERVICE CALL QUOTE TO REMOVE THE OLD RAIL SYSTEM AND INSTALL A NEW BASE ELBOW AND RAIL SYSTEM. THE PARTS ARE ROTTEN IN THE BOTTOM OF THE PIT AND THE RAILS FELL OFF. WE WILL USE THE EXISTING CONTROL PANEL. WE WILL INSTALL 2 NEW PUMPS AND PLUMBING. WE WILL INSTALL NEW GATE VALVES AND CHECK VALVES ALSO. A SEPTIC TRUCK NEEDS TO BE THERE WITH US TO CLEAN THE STATION AND TO REGULATE FLOW TO MOUNT THE BASE ELBOWS. IF THE FLOOR CONDITION IS TO BAD FOR THE BASE ELBOWS WE WILL BILL OUR TIME AND PARTS AND COME UP WITH A SOLUTION. THE ELECTRIC BETWEEN THE PIT AND THE PANEL NEEDS TO BE IN GOOD SHAPE AND IF NOT WE WILL WIRE TEMPORALLY FOR NOW AND COME UP WITH A SOLUTION. ANY OTHER PARTS WILL BE BILLED SEPARATELY.	1	14,889.60	14,889.60
IGP-A231-30, 2HP GRINDER, FPS, 208/230V, 30' CORD, NO FLOAT.	2	0.00	0.00
SST 1" PIPE SCH 40	100	0.00	0.00
FLO PRO UPPER GUIDE RAIL BRACKET. .75", 1", 1.25" RAILS.	2	0.00	0.00
1.25" FLO PRO BASE ASSEMBLY STANDARD.	2	0.00	0.00
FLOMATIC 1.25" PVC BALL CHECK VALVE	2	0.00	0.00
1.25" TRU-union ball valve	2	0.00	0.00
CONFINED SPACE ENTRY WITH PERMIT.	1	0.00	0.00
MISC HARDWARE FOR JOB, ALL PLUMBING AND FITTINGS. THIS INCLUDES UPPER BRACKET SUPPORTS	1	0.00	0.00
3/16" STAINLESS STEEL CHAIN.	60	0.00	0.00
3/16" STAINLESS STEEL SHACKLE.	2	0.00	0.00
THIS PRICE DOES NOT INCLUDE FREIGHT, 3-4 WEEKS LEAD TIME ON PARTS			
		Total	$14,889.60

SIEWERT EQUIPMENT
A Division Of
CUMMINS-WAGNER
100% Employee Owned
Headquarters: 175 Akron Street, Rochester, NY 14609

Service Department:
Buffalo | Rochester | Albany
P - 518-629-3100
F - 518-272-4406
www.siewertequipment.com

Serving New York Municipalities and Industry since 1949.
Laser Alignment Specialists

EMAIL / FAX TRANSMITTAL FORM

Date:	Tuesday, August 1, 2023		
To:	Town of Rotterdam		
Attention:	Mike Colarissi		
Fax/Email:	Mcolarossi@rotterdamny.org	**Phone:**	518-331-4589
From:	Ariel Jones		
Title:	Customer Service Representative		

COMMENTS

Subject/Job: **Service Proposal**
Make/Model: Submersible Station
Serial Number: N/A
PO / Ref. No:

Please find attached our service proposal and let us know if you have any questions. Should you choose to proceed, kindly sign the proposal and return with purchase order or credit card number as approval for us to schedule and proceed.

Thank you for choosing Siewert Equipment.

NOTE: TANK NEEDS TO BE EMPTY, CLEANED, AND SHUT DOWN FOR 4 HOURS.

Copy: Will Stradling

Total Number of Pages Including Cover: 4

8/1/2023 9:55 AM

SIEWERT EQUIPMENT
A Division Of
CUMMINS-WAGNER
100% Employee Owned

Service Proposal

Service Department
Buffalo | Rochester | Albany

Voice: P - 518-629-3100
Fax: F - 518-272-4406

Date: **August 1, 2023**
Make/Model: Submersible Station

To: **Town of Rotterdam**
1272 HighBridge Road
Schenectady, NY 12303
Attn: **Mike Colarissi**
Job: Service Proposal

Serial #: N/A
Proposal #: 82302
PO #:

Work/Solution Proposed

Proposal for onsite work: Install rails, base elbows and new pumps. Station upgrade.
- Repair the aforementioned unit utilizing the attached parts list and in accordance with OEM tolerances & specifications. Genuine OEM replacement parts will be provided unless specifically noted otherwise.
2.) Customer is responsible for establishing a safe, clean and accessible work environment.
3.) Siewert Equipment is fully authorized for Service & Repair by Liberty Pump Company.
4.) If Siewert Equipment Company determines that additional parts/labor are required that were not included in this initial quote, you will be notified for review and approval before we proceed.
5.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
6.) Payment terms are Net 30 days. A 4% processing surcharge applies to all credit card orders. Price quoted does not apply to credit card payments. Please request a revised quote if you need the option to pay by credit card. Merchant name on credit card statement will be **Cummins-Wagner**. This proposal is valid for the next 30 Days and subject to attached terms and conditions.

Exclusions

1.) Any work not specifically described above.

PRICE FOR THIS WORK: **$15,099**
~ Repair lead time: Weeks

Repairs include 90-day warranty for defective parts & workmanship. New unit includes (3) year manufacturer's warranty.

*** * PLEASE INDICATE ACTION(S) REQUIRED BY CHECKING ASSOCIATED BOXES AND SIGNING BELOW * ***

Proceed with Work ☐

This proposal is hereby accepted and Siewert Equipment is authorized to proceed with the work; subject, to credit approval.

Tax Exempt: Yes * ☐ No ☐ * If yes, fax/email a copy of tax exempt certificate.

NYS publically funded work requiring specific wage rates & certified payroll? Yes ☐ No ☐
If yes, provide written requirements in advance. Where applicable, quoted price of work will be adjusted accordingly.

Purchase Order Number: ☐

Credit Card*: (√ one) MasterCard ☐ Visa ☐ American Express ☐

Card # ☐ Expiration ☐ Security Code ☐

Credit Card: A 4% processing surcharge applies to all credit card orders. Merchant name on statement is Cummins-Wagner.

Mike Colarissi
Town of Rotterdam

Signature:
Name:
Title:
Date:

Siewert Equipment Co. Inc.

Ariel Jones
Signature:
Name: **Ariel Jones**
Title: Customer Service Representative
Date: 8/1/2023

SIEWERT EQUIPMENT
A Division Of
CUMMINS-WAGNER
100% Employee Owned

Parts List

Service Department
Buffalo | Rochester | Albany

Voice: P - 518-629-3100
Fax: F - 518-272-4406

To: **Town of Rotterdam**
1272 HighBridge Road
Schenectady, NY 12303
Attn: **Mike Colarissi**
Job:

Date: **August 1, 2023**
Make/Model: Submersible Station

Serial #: N/A
Proposal #: 82302
PO #: 0

Material List

Quantity	Description
2	Grinder pump
2	Ball & Check Value
2	Guide Rail and Base
2	20' ss Lifting Chain w/ Links
1	1 1/4 Stainless Steels

SIEWERT EQUIPMENT
A Division Of CUMMINS-WAGNER

CUMMINS-WAGNER

"A 100% Employee Owned Company"

EPS

EESCO Pump & Valve
A Division Of CUMMINS-WAGNER

CUMMINS-WAGNER
Cummins-Wagner-Florida, LLC

TERMS AND CONDITIONS

1. PRODUCTS: Products (parts, components, items, materials, assemblies) herein are of the Manufacturer's standard or available construction and specifications. It is Buyer's final responsibility to determine if these products satisfactorily meet Buyer's or Buyer's customer's plans, specifications and requirements. Weights and dimensions when given are approximate unless certified in writing by the Manufacturer.

2. SELECTION AND END USE: Seller is not in any way liable for selection, application, or suitability of products herein for any particular use or for any installation or operational costs incurred with these products, all of the aforesaid being the final responsibility of Buyer.

3. QUOTATIONS: Seller as a service to Buyer may quote orally or in writing from time to time current prices then in effect for products or services offered for sale by Seller; however, such prices are subject to change without notice. Quotations may be withdrawn at any time prior to actual receipt by Seller of a written purchase order and release from Buyer to manufacture and/or ship the products or perform the services described herein. Quotations shall become null and void upon the elapse of thirty (30) days from the date of quotation unless earlier withdrawn. Seller does not assume any responsibility for any variation in quantity or omission of any item in any quotation that may be required by any plan or specification or otherwise. Seller is not responsible for any typographical errors or reproduction deficiencies. Quotations for the Quantities, Products and Services described herein are subject to these Terms and Conditions only; Seller will only accept orders on these exact Terms, Conditions and Provisions and no inconsistent terms, conditions, provisions or modifications will be agreed to unless specifically approved in writing by an officer of Seller.

4. PURCHASE ORDERS AND ACCEPTANCE: Purchase orders of Buyer resulting from oral or written quotations of Seller shall be subject to the Quantities, Products and Services herein, these Terms and Conditions, and the written approval signed by an authorized representative of Seller in the Seller's acknowledgement. Any term(s), condition(s) or provision(s) of Buyer's purchase order which are inconsistent with these stated herein, shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the products or performance of the services described herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practical after receipt of Seller's acknowledgement, acceptance of Seller's Terms and Conditions hereof by Buyer shall be presumed and, in the absence of such notification, Buyer's oral or written release to manufacture and/or ship the products or perform the services described herein, shall be conclusively deemed as Buyer's acceptance of these Quantities, Products, Services, Terms and Conditions herein. If Buyer notifies Seller in writing of his objections to any of the Terms, Conditions and Provisions described herein, such objections are not accepted by Seller unless specifically accepted in writing signed by an officer of Seller. Seller's responsibility is limited solely to the furnishing of the products or services described herein and assumes no responsibility for any other or further requirements or conditions expressed in any plan, specification, purchase order or other document.

5. SUBMITTAL: If Specifically requested in writing by Buyer at the time of purchase order, Seller will prepare submittal data (product bulletins, descriptive data, curves, diagrams, each independently as required) for written approval, corrections, or rejection by Buyer, Buyer's customer or Buyer's customer's authorized representative. Any changes in the submitted products required by the approving authority will be at the Buyer's expense and supported by a written change order in accordance with Sellers Terms and Conditions. In case of dispute between Buyer and Seller of required changes or rejection of the products herein, either Buyer or Seller may cancel this contract in writing to the other without penalty, unless Buyer has previously released to manufacture and/or ship the products in question, which in such case Buyer will be fully responsible for the products and all payments as if a submittal had not been requested. In no case will Seller be obligated to offer for sale or furnish any modified or alternate products to those described herein.

6. TIME OF SHIPMENT: Stated shipping dates are approximate. Seller shall not be liable or subject to any special or consequential damages for failure to deliver or delays in delivery occasioned by causes beyond Seller's control, including, but not limited to, strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers and governmental acts and regulations.

7. DELIVERY AND FREIGHT: Delivery of these products shall be F.O.B. the place of shipment to Buyer. Thereafter Buyer assumes full responsibility for any damage or loss irrespective of Seller's prepayment of freight charges. Buyer shall furnish at Buyer's expense, labor and equipment necessary to expeditiously unload products delivered by Seller. Any expenses incurred by Seller due to the delay in unloading shall be reimbursed to Seller by Buyer.

8. STORAGE: A product held in storage for the convenience of Buyer will be invoiced to Buyer as if the products were shipped and Buyer agrees to pay for same plus additional reasonable storage charges in accordance with the following payment terms.

9. PAYMENT: Buyer agrees to pay Seller within thirty (30) days of invoice date. If Seller has not received payment within these thirty (30) day terms, Seller may add and receive payment from Buyer interest charges at the rate of 1½% per month on unpaid balance plus such other reasonable collection costs and expenses incurred including attorney's fees, collections fees, court costs and otherwise. Cash or anticipation discounts are not offered unless specifically stated on Seller's invoice, no discounts are allowed on freight, shipping, taxes or interest charges. Cash discounts offered for early payment are earned only when payment is received in the office of Seller on or before the specified discount terms or date. Seller reserves the right to make partial invoices(s) for storage, shipments or services performed and receive payment in accordance with the above terms. Buyer agrees not to make any deductions for taxes, freight, retainages, alleged damages or otherwise from any payments due herein. Payment by credit card may incur a 4% fee.

10. TAXES: Buyer shall pay in addition to the purchase price and other charges herein, all excise, sales, privilege, use or other taxes, Federal, State, Local or Foreign, payable by Seller because of the execution of this contract.

11. CREDIT AND DEFAULT: If financial responsibility of Buyer becomes impaired or unsatisfactorily in the sole judgment of Seller under this or any other contract between the parties, advance cash payments or satisfactory security shall be given by Buyer upon demand by Seller and any shipments due under this or any contract may be withheld until all payments due are received in full and Buyer's credit has been re-established satisfactorily in the sole judgment of Seller. In addition to all other remedies, in the event of default by Buyer under the terms of this agreement, Seller shall have the right to take exclusive possession of the products sold herein wherever found and to remove same without legal process, any payments having been made on account thereof to be retained by Seller as liquidated damages; or Seller may, in addition to all other remedies available to it, if it deems said products are not readily removable or resalable, sue for and collect any unpaid payments including interest charges, plus such other costs and expenses as Seller has incurred or may incur which shall become immediately due and payable upon Buyer's default of any of the terms of this contract, said remedies to be cumulative.

12. WARRANTIES: There is NO WARRANTY, representation or condition OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE) by Seller regarding the products herein; Buyer is solely limited to the Manufacturer's express written warranty, copies of which will be furnished to Buyer upon request. No warranty conditions will be considered until payment of this contract has been made in full.

13. SELLER'S LIABILITY: Seller's liability shall be limited to the stated selling price of any defective product and in no event shall Seller be liable for prospective profits or special, direct, indirect or consequential damages of any kind caused by a product, component or part failure. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of the use or possession of any product, component or part herein.

14. RETURNS: Products purchased herein may not be returned without the express written permission of Seller, as evidenced by Seller's or Manufacturer's properly authorized return material form, of which a copy must accompany the returned material. Authorized returns shall be shipped at the expense and liability of Buyer to the destination specified by Seller. Such returns are accepted by Seller or Manufacturer for inspection only; any allowance or credit originates with the Manufacturer subject to charges for freight, handling, inspection, repair, restocking and otherwise. Damaged, installed, used or special order products are not returnable. Seller or Manufacturer will not accept debit charges from Buyer for returned products.

15. SERVICE: Seller does not include any field or shop labor or service equipment and/or materials for the products herein unless specifically stated as an item in the body of this contract. Any service requested in addition to that not included in the body of this contract will be considered a separate contract and require a separate purchase order from Buyer. No service requests will be accepted or performed when Buyer's account is past due according to the payment terms herein.

16. CHANGE, MODIFICATION, CANCELLATION: This contract cannot be changed, modified or cancelled except by written agreement executed by Buyer and an officer of Seller.

17. JURISDICTION: This agreement shall be governed and construed in accordance with the laws of the State of Maryland.

RESOLUTION NO. 276.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND LOGUDICE FOR A FINAL ASBESTOS INSPECTION

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice (B&L), located at 10 Airline Drive, Albany, NY 12205, to provide final visual inspection of asbestos removal for the Senior Center Roof Replacement project in the amount not to exceed two thousand and 00/100 ($2,000.00) dollars.

SECTION 2. This resolution shall become effective on September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: September 7, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Barton & Loguidice (B&L) to provide final visual inspection of asbestos removal for the Senior Center Roof Replacement project.

TOWN BOARD MEETING: September 13, 2023

Background Information: The existing roof contains asbestos. During the construction phase, B&L will provide final visual inspection for the asbestos removal to facilitate the roof replacement.

Evaluation/Analysis: The cost provided by B&L appears to be reasonable for the level of effort needed to perform the work.

Recommendation(s): I recommend that the Town Board approve the cost to provide final visual inspection of asbestos at an estimated cost of $2,000.00.

Attachment/Document(s): See proposal from B&L.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Barton & Loguidice

September 5, 2023

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

Re: Asbestos Final Visual Inspection Services
Rotterdam Senior Center Roof Replacement Project

File: 704.4341

Dear Supervisor Collins,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this scope of services and fee agreement for the above referenced project.

Background

In accordance with our understanding of the scope of services, we are providing this scope and fee to the Town of Rotterdam (Town) for asbestos final visual inspection services for the Rotterdam Senior Center roof replacement project located at 2639 Hamburg St, Schenectady, New York. It is B&L's intent to provide final visual inspection services for asbestos removal in order to facilitate roof abatement.

An overview of our proposed services, schedule and associated fees is presented below.

Scope of Services

Task 1 – Asbestos Final Visual Inspection

B&L will provide asbestos final visual inspections as required. This will include post-abatement visual inspections to verify and document satisfactory removal of asbestos-containing materials. The services will be conducted by an experienced industrial hygiene technician accredited as a project monitor and air sampling technician. Final visual inspection services will include observation, to the extent feasible, of the asbestos contractor's work, visual inspections and coordination with Town representatives.

A report summarizing our services will be issued at the completion of the project. The report will include pertinent data including but not limited to site logs and licensure.

Schedule

B&L will begin our efforts on the project upon execution of this fee and services agreement.

Fee for Services

Our fees for the provision of the services defined above for are provided below. The unit rates below include all labor, expenses, materials, equipment, travel, administration, copying, communication, overnight packaging, and out-of-pocket expenses to complete the work. Laboratory analysis of samples collected will be additionally reimbursable at the unit rates indicated below.

Tasks	Description	Unit Price
1	Asbestos Final Visual Inspection Services	$500 per site visit

Our fees for the provision of the services defined above is estimated at $2,000. This estimated fee is based on 4 site visits to perform asbestos final visual inspections

Assumptions:

1. The per visit cost for asbestos final visual inspections include provision of services for a four-hour (half) work shift (maximum) and include labor, equipment, materials, travel, and related expenses to complete the scope of services. Should the extent of services require the provision of more than one half shift per day to cover the abatement contractor's work, shifts extending beyond four hours will be billed as an additional fraction of a half shift. Additional staffing as a consequence of the limited schedule and required to properly oversee the work will be at the discretion of B&L.

2. Any additional services provided, including, but not limited to, attendance at additional meetings beyond that stated above, design work, or any other service not described herein, shall be provided following negotiation of additional compensation.

Please review this agreement and should you have any questions, you may contact our office at 518.218.1801.

Sincerely,

BARTON & LOGUIDICE, D. P.C.

Sebastian L. Reeves
Senior Project Industrial Hygienist

John E. Rigge
Vice President

SLR/JER/DAF

Authorization

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

_____ _____

Mollie Collins, Town Supervisor, Town of Rotterdam Date

(T) Rotterdam - Senior Center Asbestos Final Visual Inspection Proposal (ID 2958406)

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

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

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

2.0 Payment Procedures
Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services
If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

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

5.0 Controlling Law
This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries
Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations
A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

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

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

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

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

8.0 Dispute Resolution
Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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

10.0 Total Agreement
This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The experience to
listen
The power to
solve℠

Barton
&Loguidice
www.bartonandloguidice.com

RESOLUTION NO. 277.23

TO ADOPT A NEGATIVE DECLARATION ON A CHANGE OF ZONE APPLICATION MICHAEL AND CATHRINE MCGUIRE – 2917 HAMBURG STREET

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 herby adopts the Negative Declaration dated September 13, 2023, as prepared by the Senior Planner, for a Change of Zone request on ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence.

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 September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	September 6, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner
TITLE OF REQUEST:	Adopt a Negative Declaration for Change of Zone from Single Family Residential (R-1) to Retail Business (B-1)
TOWN BOARD MEETING:	September 13, 2023
Background Information:	Michael & Catherine McGuire 1222 Angelo Drive Schenectady, NY 12303 Change of Zone request on ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence. Currently, the parcel is known as 2917 Hamburg Street, Tax Map No. 59.19-1-4.1. On May 2, 2023, the Rotterdam Planning Commission approved a two-lot subdivision for this parcel.
Evaluation/Analysis:	Referred to Planning Commission for Report and Recommendation on June 14, 2023, Planning Commission made a positive recommendation on June 20, 2023, public hearing was held on August 9, 2023.
Recommendation(s):	Adopt Draft Negative Declaration as prepared by the Town Senior Planner
Attachment/Document(s):	Draft Negative Declaration SEAF Parts 1 and 2
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	6 NYCRR Part 617 State Environmental Quality Review
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

6NYCRR PART 617
State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Date: September 13, 2023

This notice has been prepared in accordance with Article 8 of the Environmental Conservation Law by the Town of Rotterdam Department of Public Works Department
(Reference: 6 NYCRR 617.5 Unlisted Action)

SEQRA Status:	Type I	( )
	Type II	( )
	Unlisted	(X)
Conditioned Negative Declaration:	Yes	( )
	No	(X)

Owner: Michael and Catherine McGuire
1222 Angelo Drive
Schenectady, NY 12306

Tax Map Number(s): #59.19-1-4.1

Project Location: 2917 Hamburg Street

Schenectady, NY 12303

Zoning: Retail Business (B-1) and Single Family Residential (R-1) Zoning Districts

Action: Change of Zone request on ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence. Currently, the parcel is known as 2917 Hamburg Street, Tax Map No. 59.19-1-4.1. On May 2, 2023, the Rotterdam Planning Commission approved a two-lot subdivision for this parcel.

Reasons Supporting This Determination:
(See 617.7(a)-(c) for requirements of this determination)

This project is an Unlisted Action and the Town conducted as a SEQR coordinated review. The applicant has supplied an Environmental Assessment Form and the Town Board has or has caused to complete Part 2 of this checklist.

The Change of Zone request concerns ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence. Currently, the parcel is known as 2917 Hamburg Street, Tax Map No. 59.19-1-4.1. The rear portion of the parcel to be rezoned is currently zoned R-1. The property is surrounded by a mixed use of commercial and residential development. Hamburg Street was recently reconstructed and the property will be connected to the existing municipal water and sanitary sewer.

As a condition of approval, each residence will be required to connect to municipal sewer. In addition, a curb cut for Lot #2 has already been provided when Hamburg Street was recently reconstructed. Municipal water, electric, gas, is also available.

After a review of the applicable modifications, Environmental Assessment Form, and comments received on this proposal, the Town Board of the Town of Rotterdam has determined that this proposal will not have a significant adverse impact on the environment.

The Town Board has considered the following criteria to determine if this proposal has significant adverse impacts on the environment:
(i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;

(ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;
(iii) the impairment of the environmental characteristics of a Critical Environmental Area.
(iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;
(v) the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;
(vi) a major change in the use of either the quantity or type of energy;
(vii) the creation of a hazard to human health;
(viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;
(ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;
(x) the creation of a material demand for other actions that would result in one of the above consequences;

(xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or
(xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

The Town Board has also considered the reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions, which are:
(i) included in any long-range plan of which the action under consideration is a part;
(ii) likely to be undertaken as a result thereof; or
(iii) dependent thereon.
(3) The significance of a likely consequence (i.e., whether it is material, substantial, large or important) has be assessed in connection with:
(i) its setting (e.g., urban or rural);
(ii) its probability of occurrence;
(iii) its duration;
(iv) its irreversibility;
(v) its geographic scope;
(vi) its magnitude; and
(vii) the number of people affected

At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY on the 13th day of September, 2023 hereby adopted this NEGATIVE DECLARATION pursuant to 6NYCRR PART 617, State Environmental Quality Review.

_____
Mollie Collins
Town Supervisor

For further information contact:

Peter J. Comenzo
Town of Rotterdam Senior Planner
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, New York 12306
(518) 355-7575 x-338
pcomenzo@rotterdamny.org

Short Environmental Assessment Form
Part 1 - Project Information

RECEIVED
MAY 26 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

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

Michael & Catherine McGuire

Name of Action or Project:
2917 Hamburg St. Rotterdam, NY 12303 lot #2

Project Location (describe, and attach a location map):
2917 Hamburg St. Rotterdam, NY lot #2

Brief Description of Proposed Action:
lot is 14575 sq. feet of which 6022 sq. ft. are B1 and 8479 sq. fet are R1 - We would like to streamline into B1 zoning the whole lot.

Name of Applicant or Sponsor:	Telephone: 518-421-8429
Michael & Catherine McGuire	E-Mail: erminia2@verizon.net
Address: 1222 Angelo Dr.	
City/PO: Schenectady, NY	State: Zip Code: 12303

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

3. a. Total acreage of the site of the proposed action? 14575 ~~acres~~ sq. feet
   b. Total acreage to be physically disturbed? 14575 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 14941 ~~acres~~ sq. feet Adjacent Lot

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: _____ _____	☐	☑

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

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

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

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

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

☐ Wetland ☐ Urban ☑ Suburban

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

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

Applicant/sponsor/name: Michael McDuire Catherine McGuire Date: 5/26/23

Signature: _____ Title: owners

Agency Use Only [If applicable]

Project:	McGuire 2917 Hamburg COZ
Date:	September 13, 2023

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Agency Use Only [If applicable]

Project: McGuire 2917 Hamburg

Date: September 13, 2023

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Rotterdam Town Board	September 13, 2023
Name of Lead Agency	Date
Mollie A. Collins	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION NO. 278.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 11 OF 2023; 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)

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 11 of 2023.

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

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	September 7, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Joanne Schillaci, Zoning Officer
TITLE OF REQUEST:	Town Board to make a decision on Change of Zone from Single Family Residential (R-1) to Retail Business (B-1)
TOWN BOARD MEETING:	September 13, 2023
Background Information:	Michael & Catherine McGuire 1222 Angelo Drive Schenectady, NY 12303 Change of Zone request on ± 10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence. Currently, the parcel is known as 2917 Hamburg Street, Tax Map No. 59 .19-1-4.1. On May 2, 2023, the Rotterdam Planning Commission approved a two-lot subdivision for this parcel.
Eva!uation/Analysis:	Referred to Planning Commission for Report and Recommendation on June 14, 2023, Planning Commission made a positive recommendation on June 20, 2023, public hearing was held on August 9, 2023.
Recommendation(s):	Decision on Change of Zone Request from Single Family Residential (R-1) to Retail Business (B-1)
Attachment/Document(s):	County 239-m response dated July 18, 2023 Application Site Plan Maps
Effect(s) on Existing Law(s):	NYS Town Law Article 16 Proposed Local Law of the Year 2023
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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

Local Law Filing

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

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

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam

Local Law No. 11 **of the year 20**23

A local law to amend chapter 270, Zoning, of the Town Code, relating to a change of zone
(Insert Title)
from single family residential (R-1) to retail business (B-1)

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam **as follows:**

See Attached

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. 11 of 2023 of the (County)(City)(Town)(Village) of Rotterdam was duly passed by the Town Board on September 13 2023, in accordance with the applicable provisions of law.

(Name of Legislative Body)

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (~~County~~)(~~City~~)(Town)(~~Village~~) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ and was deemed duly adopted

(Elective Chief Executive Officer)*

on _____ 20[ ][ ], in accordance w ith the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____.

(Elective Chief Executive Officer)*

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

(Elective Chief Executive Officer)*

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

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

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

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: _____

RECEIVED
MAY 09 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee **$1,000**

Existing Zone Classification: R1 and B1 - same lot

Proposed Zone Classification: B1 the whole lot

PART II
GENERAL INFORMATION

Legal Owner's Name: Michael & Catherine McGuire.
Mailing Address: 1222 Angelo Dr.
City: Schenectady State: NY Zip: 12303
Daytime Phone: 518-421-3429 E-mail: erminia2@verizon.net

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

Owner's Designated Contact: _____

Mailing Address: _____
City: _____ State: _____ Zip: _____
Daytime Phone: _____ E-mail: _____
Project/Proposal Site Area: (Acres or sq. ft.) 14,575 sq. ft
Assessor Tax Parcel No.(s) of Site: 59-19-1-4.1
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) _____

_____

Street Address of Proposed Site (if any): _____
_____

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

Currently there is a residential bldg on lot that needs either tear down or refurbish.

School District: Mohonasen Fire District: Fire district #3

Water Supply: public

LEGAL INFORMATION

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

2917 Hamburg St., Across from St. Adalbert Cemetery, Next to St. Peters Rehab

Name of Public Road(s) Providing Access: Rt. 146, Hamburg St.

Width of Property Fronting on the Existing Public Road in Linear Feet: 20 ft.

Does the Proposal Have Access to an Arterial or Planned Arterial? ( ) Yes (X) 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? _____

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

lot is currently zoned 6022 sq. feet B1 and 8479 sq. ft. R1 - zoning line goes right thru current residence - would like to streamline into B1 zoning for possible duplex.

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:
(X) 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: 5/9/2023
Address: 133 MOHAWK AVE Phone: 518-395-0989
SCOTIA, NY Zip: 12302

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: Michael McGuire
Address: 1222 Angelo Dr.
Schenectady, NY

Date:
Phone: 518-421-8429
Zip: 12303

Michael McGuire
Signature of applicant or representative

5/9/23
Date

NOTARY

STATE OF NEW YORK) ss: NY
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me this 9th day of May, 2023

NOTARY SEAL

Notary Signature

AALIYABANU M. VOHRA
Notary Public, State of New York
No. 01VO6433412
Qualified in Schenectady County
Commission Expires May 16, 2026

Notary Public in and for the State of New York
Residing at: Albany NY
My appointment expires: May 16th 2026

PLEASE AFFIX NOTARY 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: Catherine McGuire
Address: 1222 Angelo Dr.
Schenectady, NY

Catherine McGuire
Signature of applicant or representative

Date: _____
Phone: 518-421-8429
Zip: 12303

5/9/23
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me this 9th day of May, 2023

NOTARY SEAL

Notary Signature

AALIYABANU M. VOHRA
Notary Public, State of New York
No. 01VO6433412
Qualified in Schenectady County
Commission Expires May 16, 2026

Notary Public in and for the State of New York
Residing at: Albany NY
My appointment expires: May 16th 2026

PLEASE AFFIX NOTARY SEAL HERE

Name and Address of All Adjacent Landowners:

NAME: Battaglino Group
ADD: 2921 W. Old State Road
Schenectedy, NY 12303
Property at 2925 Hamburg Street Tax ID # 59.19-1-5.1

NAME: R.A. O'Connor & L. Cook
ADD: 252 Stoodley Place
Rotterdam, NY 12303
Tax ID 59.15-8-7.1

NAME: D.A. Kerzick
ADD: 2909 Hamburg Street
Rotterdam, NY 12303
Tax ID 59.19-1-3.1

NAME: M. Goff
ADD: 256 Stoodley Place
Rotterdam, NY 12303
Tax ID 59.15-8-8

NAME: E.M. Brennan & J. Bissonett
ADD: 250 Stoodley Place
Rotterdam, NY 12303
Tax ID 59.15-8-7.2

NAME:
ADD:

NAME:
ADD:

NAME:
ADD:

TRUSTEE'S DEED

THIS INDENTURE, made the 15 day of December, Two Thousand Eleven,

Between **RUDOLPH J. QUIRINI, as Trustee of The Helen Quirini Revocable Trust dated the 11th day of September 2007**, currently residing at 790 Westmoreland Drive, Niskayuna, New York 12309,

party of the first part, and

MIKE McGUIRE and CATHERINE McGUIRE, husband and wife, currently residing at 1222 Angelo Drive, Schenectady, New York 12303

parties of the second part,

Witnesseth that the party of the first part, by virtue of the power and authority given to him by The Helen Quirini Revocable Trust dated the 11th day of September 2007, and in consideration of FORTY-SEVEN THOUSAND FIVE HUNDRED and 00/100-------- Dollar ($47,500.00) lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, does hereby grant and release unto the parties of the second part, their heirs and assigns forever,

R.P.T.S.A. TAX MAP IDENT. SEC 59.19 BLK 1 LOT 4

ALL THAT TRACT OR PARCEL OF LAND TOGETHER WITH THE BUILDINGS THEREON situate, lying and being on the easterly side of the Schenectady-Guilderland Highway in the Town of Rotterdam, County of Schenectady and State of New York, bounded and described as follows: Beginning at a stake in the easterly line of the Schenectady-Guilderland Highway, said stake being 219.33 distant northerly measured along the easterly line of the Schenectady-Guilderland Highway, from the southerly line of the lands as heretofore conveyed by Andrew Rudesheim and Lena, his Wife, to Rudolf Tomaschek and Anna Goepfert by deed dated May 5, 1924 and recorded in the Schenectady County Clerk's Office in Book 317 of Deeds at page 44; Thence from said point of beginning easterly and at right angles to the said easterly line of the Schenectady-Guilderland Highway for a distance of 312.3 feet to a stake in the dividing line between the lands herewith described and the lands now or formerly belonging to Carl Sirker; Thence Northwesterly along the lands of said Carl Sirker, which is also the easterly line of the land heretofore conveyed to Anna Goepfert, a distance of 61.25 feet to a stake; Thence Westerly in a straight line which is at right angles to the said highway for a distance of 282.2 feet to a stake in the easterly line of said highway; Thence Southerly 53.33 feet along the easterly line of said Schenectady-Guilderland Highway to the point and place of beginning.

AND ALSO all that other Tract or Parcel of Land situate in the Town of Rotterdam, County of Schenectady, New York, briefly described as follows: Beginning at a point in the easterly side of the Schenectady-Guilderland Road, which point is distant 106.4 feet from a stake driven in the ground on the northwesterly corner of lands of one Russell; and running thence Easterly along the south side of the lands of Russell, a distance of 252.0 feet to a stake; Thence in a somewhat southeasterly direction and along the lands formerly belonging to Carl Sirker, a distance of 61.25 feet to a point; Thence at an angle to the last mentioned course and in a Westerly direction and in a line parallel to the southerly side of the lands of said Russell, a distance of 282.2 feet to a point in the easterly side of the Schenectady-Guilderland Road; Thence at an angle to the last mentioned course and in a Northerly direction and along the easterly side of the Schenectady-Guilderland Road, a distance of 53.33 feet to the point or place of beginning, be all the aforesaid dimensions more or less.

SUBJECT to all existing and enforceable covenants, conditions, restrictions and easements of record, if any, affecting said premises.

Being the same premises conveyed to Helen Quirini, Trustee of The Helen Quirini Revocable Trust dated the 11th day of September 2007, by deed made by Helen Quirini, dated November 1, 2007 and recorded at the Schenectady County Clerk's Office on November 8, 2007 in Book 1778 of Deeds at Page 940.
1770

Also being the same premises conveyed by Frank X. Reisinger and Harriet A. Reisinger, his wife, to Helen Quirini, by deed dated September 21, 1948 and recorded in the Schenectady County Clerk's Office on October 26, 1948 in Liber 590 of Deeds at Page 17.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, the heirs or successors and assigns of the parties of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF

Rudolph J. Quirini Trustee

RUDOLPH J. QUIRINI, as Trustee of The Helen Quirini Revocable Trust dated the 11th day of September 2007

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss:

On the 12th day of December in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **RUDOLPH J. QUIRINI**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ANN M. SHARPE
Notary Public, State of New York
No. 02SH5042097
Qualified in Saratoga County
Commission Expires April 19, 2015

Notary Public

Record and Return to:
Michael & Cathy McGee
1222 Angle Drive
Schenectady NY 12309

DEED Book 1848 Page 283
Doc No 2011-3779

Short Environmental Assessment Form
Part 1 - Project Information

RECEIVED
MAY 26 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

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

Michael & Catherine McGuire

Name of Action or Project:
2917 Hamburg St. Rotterdam, NY 12303 lot #2

Project Location (describe, and attach a location map):
2917 Hamburg St. Rotterdam, NY lot #2

Brief Description of Proposed Action:
lot is 14575 sq. feet of which 6022 sq. ft. are B1 and 8479 sq. fet are R1 - we would like to streamline into B1 zoning the whole lot.

Name of Applicant or Sponsor:	Telephone: 518-421-8429
Michael & Catherine McGuire	E-Mail: erminia2@verizon.net

Address:
1222 Angelo Dr.

City/PO:	State:	Zip Code:
Schenectady, NY		12303

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

3. a. Total acreage of the site of the proposed action? 14575 ~~acres~~ sq. feet
   b. Total acreage to be physically disturbed? 14575 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 14941 ~~acres~~ sq. feet Adjacent Lot

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?	☐	☑	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☑	☐	
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?	☐	☑	
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: _____ _____	☐	☑	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	☐	☑	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	☐	☑	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☑	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

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

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

☐ Wetland ☐ Urban ☑ Suburban

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

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

Applicant/sponsor/name: Michael McDuire Catherine McGuire Date: 5/26/23

Signature: _____ Title: owners

ZONING COORDINATION REFERRAL

SCHENECTADY COUNTY DEPT. OF ECONOMIC DEVELOPMENT & PLANNING

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

For Use By SCDEDP

Received 7-11-23
Case No. R-10-23
Returned 7-19-23

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

Municipality: Rotterdam

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

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

Received
Schenectady County
JUL 11 2023
Economic Development and Planning Dept.

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

PUBLIC HEARING OR MEETING DATE: August 9, 2023

SUBJECT:

Michael & Catherine McGuire-2917 Hamburg St., Schenectady, N.Y. 12303. Report and Recommendation to the Town Board on a Change of Zone request on ±10,645 square ft. of ±14,575 square ft. parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence. Currently, the parcel is known as 2917 Hamburg Street, Tax Map No. 59.19-1-4.1.

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

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

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

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

SUBMITTED BY:

Name: Joanne Schillaci Title: Zoning Officer

Address: 1100 Sunrise Blvd., Schenectady, New York 12306

E-mail: jschillaci@rotterdamny.org Phone: 518-355-7575 ext. 33200

Joanne Schillaci Date: 7/7/23
Signature

RECEIVED
JUL 21 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

PLANNING & ZONING COORDINATION REFERRAL

Case No. R-10-23

Applicant Michael & Catherine McGuire

Referring Officer Joanne Schillaci

Municipality Rotterdam

Considerations: Regarding a split zoned key hole lot, requesting a zone change from Residential (R-1) to Retail Business (B-1) to allow construction of a two-family residence. Located on the east side of Hamburg St. (SR 156) approximately 500' south of Stoodley place.

RECOMMENDATION

Receipt of zoning referral is acknowledged on July 11, 2023. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

☐ ***Approve of the proposal.**

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

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

☐ **Advisory Note:**

☐ **Disapprove.** Reason:

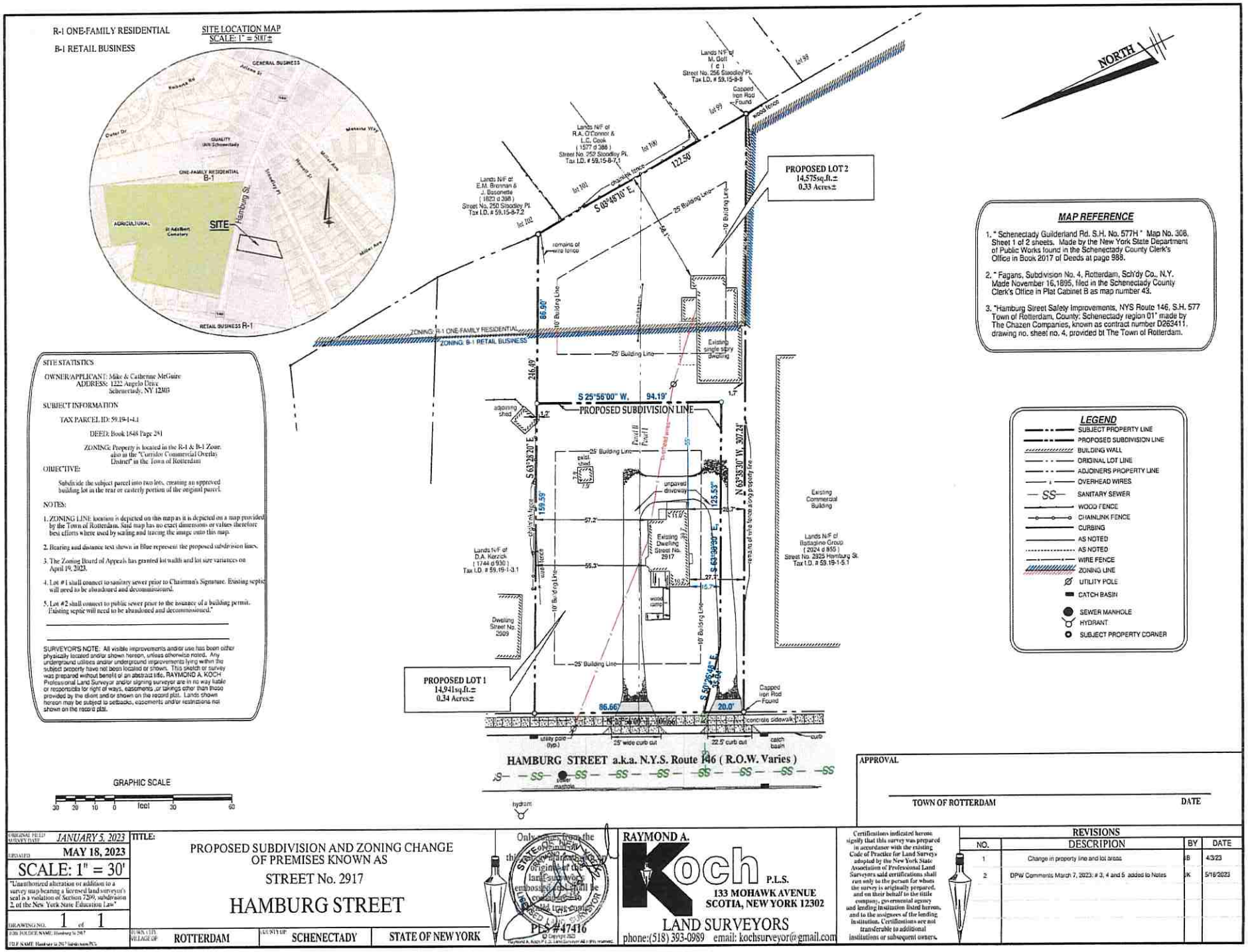
*A recommendation of approval should not be interpreted that the County has reviewed all local concerns and/or endorses the project; rather the proposed action has met certain County considerations.

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

7/18/23

Date

Ray Gillen, Commissioner
Economic Development and Planning


R-1 ONE-FAMILY RESIDENTIAL
B-1 RETAIL BUSINESS
SITE LOCATION MAP
SCALE: 1" = 500'±
GENERAL BUSINESS
ONE-FAMILY RESIDENTIAL B-1
AGRICULTURAL
St Adelbert Cemetery
SITE
Hamburg St.
RETAIL BUSINESS B-1
NORTH
Lands N/F of M. Goll (C) Street No. 256 Stoodley Pl. Tax I.D. # 59.15-8-8
Capped Iron Rod Found
Lands N/F of R.A. O'Connor & L.C. Cook (1577 d 388) Street No. 259 Stoodley Pl. Tax I.D. # 59.15-8-7.1
Lands N/F of E.M. Brennan & J. Bassonette (1823 d 398) Street No. 250 Stoodley Pl. Tax I.D. # 59.15-8-7.2
lot 98
lot 99
lot 100
lot 101
lot 102
wood fence
chainlink fence
remains of wire fence
S 63°48'10" E, 122.50'
PROPOSED LOT 2
14,575sq.ft.±
0.33 Acres±
25' Building Line
10' Building Line
ZONING: R-1 ONE-FAMILY RESIDENTIAL
ZONING: B-1 RETAIL BUSINESS
86.99'
216.49'
Existing single story dwelling
S 25°56'00" W, 94.19'
PROPOSED SUBDIVISION LINE
adjoining shed
1.2'
1.7'
S 63°23'20" E, 159.59'
N 63°33'30" W, 307.24'
25' Building Line
paint. shed
unpaved driveway
125.53'
Existing Commercial Building
Lands N/F of Ballagline Group (2024 d 855) Street No. 2925 Hamburg St. Tax I.D. # 59.19-1-5.1
Lands N/F of D.A. Kanzick (1744 d 930) Tax I.D. # 59.19-1-3.1
Existing Dwelling Street No. 2917
wood ramp
Dwelling Street No. 2909
S 63°33'30" E, 45.00'
S 50°26'30" E, 45.00'
PROPOSED LOT 1
14,941sq.ft.±
0.34 Acres±
86.66'
20.0'
Capped Iron Rod Found
concrete sidewalk
utility pole (typ.)
25' wide curb cut
22.5' curb cut
catch basin
curb
HAMBURG STREET a.k.a. N.Y.S. Route 146 (R.O.W. Varies)
sewer manhole
hydrant
MAP REFERENCE
1. " Schenectady Guilderland Rd. S.H. No. 577H " Map No. 308, Sheet 1 of 2 sheets. Made by the New York State Department of Public Works found in the Schenectady County Clerk's Office in Book 2017 of Deeds at page 988.
2. " Fagans, Subdivision No. 4, Rotterdam, Sch'dy Co., N.Y. Made November 16,1895, filed in the Schenectady County Clerk's Office in Plat Cabinet B as map number 43.
3. "Hamburg Street Safety Improvements, NYS Route 146, S.H. 577 Town of Rotterdam, County: Schenectady region 01" made by The Chazen Companies, known as contract number D263411, drawing no. sheet no. 4, provided bt The Town of Rotterdam.
LEGEND
SUBJECT PROPERTY LINE
PROPOSED SUBDIVISION LINE
BUILDING WALL
ORIGINAL LOT LINE
ADJOINERS PROPERTY LINE
OVERHEAD WIRES
SANITARY SEWER
WOOD FENCE
CHAINLINK FENCE
CURBING
AS NOTED
AS NOTED
WIRE FENCE
ZONING LINE
UTILITY POLE
CATCH BASIN
SEWER MANHOLE
HYDRANT
SUBJECT PROPERTY CORNER
SITE STATISTICS
OWNER/APPLICANT: Mike & Catherine McGuire
ADDRESS: 1222 Angelo Drive
Schenectady, NY 12303
SUBJECT INFORMATION
TAX PARCEL ID: 59.19-1-4.1
DEED: Book 1848 Page 291
ZONING: Property is located in the R-1 & B-1 Zone. also in the "Corridor Commercial Overlay District" in the Town of Rotterdam
OBJECTIVE:
Subdivide the subject parcel into two lots, creating an approved building lot in the rear or easterly portion of the original parcel.
NOTES:
1. ZONING LINE location is depicted on this map as it is depicted on a map provided by the Town of Rotterdam. Said map has no exact dimensions or values therefore best efforts where used by scaling and tracing the image onto this map.
2. Bearing and distance text shown in Blue represent the proposed subdivision lines.
3. The Zoning Board of Appeals has granted lot width and lot size variances on April 19, 2023.
4. Lot #1 shall connect to sanitary sewer prior to Chairman's Signature. Existing septic will need to be abandoned and decommissioned.
5. Lot #2 shall connect to public sewer prior to the issuance of a building permit. Existing septic will need to be abandoned and decommissioned."
SURVEYOR'S NOTE: All visible improvements and/or use has been other physically located and/or shown hereon, unless otherwise noted. Any underground utilities and/or underground improvements lying within the subject property have not been located or shown. This sketch or survey was prepared without benefit of an abstract title. RAYMOND A. KOCH Professional Land Surveyor and/or signing surveyor are in no way liable or responsible for right of ways, easements ,or takings other than those provided by the client and or shown on the record plat. Lands shown hereon may be subject to setbacks, easements and/or restrictions not shown on the record plat.
GRAPHIC SCALE
30 20 10 0 feet 30 60
APPROVAL
TOWN OF ROTTERDAM
DATE
ORIGINAL FIELD SURVEY DATE: JANUARY 5, 2023
UPDATED: MAY 18, 2023
SCALE: 1" = 30'
"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209, subdivision 2, of the New York State Education Law"
DRAWING NO. 1 of 1
JOB FOLDER NAME: Hamburg St 2917
FILE NAME: Hamburg St 2917 Subdivision.DGN
TITLE:
PROPOSED SUBDIVISION AND ZONING CHANGE OF PREMISES KNOWN AS
STREET No. 2917
HAMBURG STREET
TOWN / CITY / VILLAGE OF: ROTTERDAM
COUNTY OF: SCHENECTADY
STATE OF NEW YORK
Only copies from the original of this survey marked with an original of the land surveyor's embossed seal shall be considered to be valid true copies.
STATE OF NEW YORK
RAYMOND A. KOCH
LICENSED LAND SURVEYOR
PLS #47416
© Copyright 2023 Raymond A. Koch P.L.S. Land Surveyor All rights reserved.
RAYMOND A. Koch P.L.S.
133 MOHAWK AVENUE
SCOTIA, NEW YORK 12302
LAND SURVEYORS
phone:(518) 393-0989 email: kochsurveyor@gmail.com
Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors said certifications shall run only to the person for whom the survey is originally prepared, and on their behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners.
REVISIONS
NO. | DESCRIPTION | BY | DATE
1 | Change in property line and lot areas | JB | 4/3/23
2 | DPW Comments March 7, 2023: # 3, 4 and 5 added to Notes | JK | 5/18/2023

RESOLUTION NO. 279.23

TO APPROVE THE JCAP 2023-2024 GRANT FOR THE JUSTICE COURT

WHEREAS, funding has been made available under a competitive grant process through the New York State Unified Court System, Justice Court Assistance Program (JCAP), for funding assistance with municipal court projects; and

WHEREAS, it is in the best interest of the Town of Rotterdam to apply for available funding to assist with financing of such projects for the Town Justice Court; and

WHEREAS, the Rotterdam Town Board has reviewed the application for funding under the 2023-2024 Justice Court Assistance Program; 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 the 2023-2024 application for the purchase of office equipment and upgrades in the Town of Rotterdam Justice Court under the New York State Unified Court System Justice Court Assistance Program.

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

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF
Rotterdam
"A Good Place to Live"
"A Good Place to do Business"

TOWN JUSTICE
101 PRINCETOWN ROAD
ROTTERDAM, N.Y. 12306
TELEPHONE (518) 355-7911
TELEFAX (518) 881-0187

KENNETH P. LITZ
JAMES A. BRADSHAW

LEGISLATIVE REQUEST FORM

DATE: September 7, 2023

TO: Supervisor Mollie Collins, Town Board Members, Courtney Heinel Esq.

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

TITLE OF REQUEST: JCAP 2023/24

TOWN BOARD MEETING: September 13, 2023

Background Information: Justice Court Assistance Program for Town and Village Courts

Evaluation/Analysis: N/A

Recommendation(s): Permission to apply for JCAP Grant

Attachment/Document(s): See Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office/Town Attorney

2023-24 JCAP Application

A. Application Information

Name of Court: Rotterdam Town Court, Schenectady County				
Type of Application: ◉ Individual ○ Joint If Joint, please select the name of Joint Applicant Field:				
Contact Person:				
Salutation: Mrs.	First Name: Maria	Last Name: DiMeo-Ascolese	Court Phone: 518-355-7911	
Title: Court Clerk		Email: mdimeo@nycourts.gov		
Address Information:	Address:		City:	Zip:
Court Mailing Address:	101 Princetown Road		Schenectady	12306
Court Physical Address:	101 Princetown Road		Schenectady	12306

B. Caseload: New Case Filings for 3 Years

Year	Criminal:	Civil:	VTL:	Jury Trials:
2022:	501-750	101-150	5,001-7,500	0-30
2021:	751-1,000	51-100	5,001-7,500	0-30
2020:	501-750	51-100	5,001-7,500	0-30

Has your court had a security assessment performed by the OCA's Dept. Of Public Safety? ◉ No ○ Yes

Did you receive a grant in 2022-2023 ○ No ◉ Yes **Amount of Award** $9,246.01

Did you receive a grant in 2021-2022 ○ No ◉ Yes **Amount of Award** $900.00

Grant Items

Priority	Item Category	Item Name	Quantity	Price	Item Total
Total of all Items requested: $17,732.95					
1	Courtroom Enhancements	Other	1	$13,903.00	$13,903.00
Comment: Wireless microphone and sound system in courtroom, some areas there are no speakers, to add more microphones for attorneys and District attorneys for better communication with judge and other parties.					
1	Furniture	File cabinets	3	$469.90	$1,409.70
Comment: file cabinets to store closed files					
1	Furniture	File cabinets	1	$1,435.83	$1,435.83
Comment: File cabinet to file DWI, CIVIL and ACOD's with lock as for the one we have lock broke					
2	Furniture	Tables	1	$442.08	$442.08
Comment: Table to stand by metal detector for officer at check in.					
3	Other	Other	1	$61.93	$61.93
Comment: Thermal & cold laminator to laminate court papers for signs to pin up.					
3	Other	Other supplies/equipment	1	$10.53	$10.53
Comment: Laminating Pouches.					
2	Office Equipment	TV/Video	1	$179.99	$179.99
Comment: 43" Smart TV w/all necessary hookups for USB, laptop, etc. for video showing during trials in courtroom.					

2	Office Equipment	TV/Video	1	$99.99	$99.99
Comment: Full motion TV bracket for wall mount					
2	Courtroom Enhancements	Judicial Robe	1	$79.95	$79.95
Comment: Judges robe worn out					
2	Courtroom Enhancements	Judicial Robe	1	$109.95	$109.95
Comment: Judges robe worn out					

Completing the process

Please mail, fax, or scan/email your Signature Page, along with required documentation to:

Division of Professional and Court Services
Attn: JCAP
2500 Pond View, Suite 104 Castleton on Hudson, NY 12033
Fax: 518-471-4807
Email: jcap@nycourts.gov

Remember: Applications are not reviewed or considered until the required documentation and signature page are recieved.

Signature Acknowledgement
I understand that this application will not be reviewed until the signed signature page is recieved by the Division of Professional and Court Services, along with any required documentation.
(•) Yes

QUESTIONS: If you have questions about JCAP or need assistance completing the application, please call the Division of Professional and Court Services at 518-238-4301 or email: jcap@nycourts.gov

2023-24 Rotterdam Town Court, Schenectady County ID: 5680

ANNUAL BUDGET: Court's itemized budget for the most recent municipal fiscal year.

AUTHORIZATION: Certified copy of the Local Resolution(s) of the Town or Village Board(s) authorizing this application. The Resolution may simply state the Town or Village authorizes the court to request up to the maximum amount available.

SUPPORTING DOCUMENTS: Estimates, Photographs, Floor Plans, etc.

JUSTICE SIGNATURE: **Original signature(s)** required from at least one justice (not an Associate Justice).

Name: James A. Bradshaw Signature: _____ Date: 9/7/23

Name: _____ Signature: _____ Date: _____

CERTIFICATION: **Original signature(s)** required by **Town Supervisor or Village Mayor.**

The following signature provides certification that: (1) any funds (and any goods or services) awarded pursuant to this application shall be used only in accordance with the provisions of Chapter 280 of the Laws of 1999 and with all rules and regulations governing the Justice Court Assistance Program; (2) any goods and/or services purchased with any Justice Court Assistance Program funds shall be obtained in accordance with acceptable procurement practices established by the governing municipality including, but not limited to, competitive bidding and procurement policies and procedures; (3) no funds awarded pursuant to this application shall be used to compensate justices or non-judicial staff or to reduce or otherwise supplant funding provided by a town or village to its justice court.

Signature: _____ Name: _____

☐ Town Supervisor ☐ Village Mayor (please print)

Date: _____

REMEMBER: YOUR JCAP APPLICATION IS SUBMITTED ONLINE ONLY.
YOU MUST MAIL,FAX OR SCAN/EMAIL SIGNATURE PAGE & DOCUMENTS REQUIRED ABOVE.

RESOLUTION NO. 280.23

TO AUTHORIZE CHANGE ORDER NO. 4 FOR CONTRACT 1 OF THE SALT STORAGE & YARD WASTE PROCESSING FACILITY 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 execute Change Order No. 4, with AMZ Construction Services, Inc., located at 1234 Main Street, PO Box 232, Rotterdam Junction, NY 12150, for the Salt Storage Project, for Waterline changes and Waterline Paving Remobilization for a cost increase not to exceed one hundred eleven thousand, eight hundred eight and 62/100 ($111,808.62) dollars and a new contract sum totaling one million, seven hundred twenty six thousand, nine hundred thirty seven and 55/100 (1,726,937.55) dollars.

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

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	September 6, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	Authorize Change Order #4 for Contract 1 of Salt Storage Project with AMZ Construction Services, Inc.
TOWN BOARD MEETING:	September 13, 2023
Background Information:	The Salt Storage Facility, Project No. 904.35.002, general construction contract with AMZ Construction Services, Inc. for a total project cost of $1,615,128.93.
Evaluation/Analysis:	Change Order #4 needs to be authorized by the Town Board for a cost increase of $111,808.62 for Waterline changes & Waterline Paving Remobilization.
Recommendation(s):	Authorize the Supervisor to sign Change Order #4 for the general construction contract with AMZ Construction Services, Inc. for Waterline changes & Waterline Paving Remobilization for a cost increase of $111,808.62, not to exceed $1,726,937.55 in total project costs.
Attachment/Document(s):	Change Order #4 for AMZ Construction Services, Inc. dated August 30, 2023, Description of materials and work, quotes for materials.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

AMZ Construction Services, Inc.
1234 Main Street
PO Box 232
Rotterdam Junction NY 12150
518-887-2919

Change Order

Order#: 4

Order Date: 08/30/2023

To: Town of Rotterdam
1100 Sunrise Blvd
Rotterdam NY 12306

Project: 102022
Salt Storage - Rotterdam
Across from 24 West Cambell Road
Rotterdam NY 12306

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	Amount
Waterline Changes	108,133.62
Waterline Paving Remobilization	3,675.00

Notes

CFI Cost Proposal - $102,984.40
BEST PAVING Cost Proposal - $3,500.00
AMZ OH&P (5%) - $5,324.22
Total Change Order Request - $111,808.62

1. All productions are based on RS Means 2023 heavy construction costs with the exception of the loss in production due to existing 36" line which is difficult to accurately quantify, figured 1 extra 8 hour day.
2. Equipment costs are calculated using blue book daily rates.
3. Quote on pipe materials is included in attachment.
4. Lead time may apply on ductile iron pipe.

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **111,808.62**

The original Contract Sum was	1,570,300.00
Net change by previous Change Orders	44,828.93
The Contract Sum prior to this Change Order	1,615,128.93
The Contract Sum will be changed by this Change Order	111,808.62
The new Contract Sum including this Change Order will be	1,726,937.55
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

TOWN OF ROTTERDAM SALT STORAGE	Summary Sheet	
CFI CONTRACTING, INC., INC. 286 SACANDAGA RD. JOHNSTOWN, NY 12095		
WATERLINE CHANGES		
DESCRIPTION	DATE	TOTAL
HAND DIGGING/PRODUCTION LOSS DUE TO PRESENCE OF EXISTING 36" MAIN		$6,303.35
INSTALL ADDITIONAL PIPE, FITTINGS, VALVES, HYDRANTS		$93,356.67
INSTALL OWNER FURNISHED HYDRANT		$2,122.92
TEST & CLORINATE ADDITIONAL PIPE		$1,201.46
EXCLUDES REPAIR/RELOCATION OF EXISTING UTILITIES, FURNISH OF HYDRANT, ROCK, TRAFFIC CONTROL, ASPHALT PAVEMENT		
TOTAL COST		$102,984.40

TOWN OF ROTTERDAM SALT STORAGE				Sheet 1
CFI CONTRACTING, INC., INC. 286 SACANDAGA RD. JOHNSTOWN, NY 12095				
HAND DIGGING/PRODUCTION LOSS DUE TO PRESENCE OF EXISTING 36" MAIN				
DESCRIPTION	UNIT	QTY.	RATE	TOTAL
LABOR				
FOREMAN	HR	5	$107.88	$539.40
OPERATOR A	HR	5	$104.88	$524.40
OPERATOR B	HR	5	$103.52	$517.58
LABORER	HR	5	$86.44	$432.20
LABORER	HR	5	$86.44	$432.20
FOREMAN UTILITY TRUCK	HR	5	$40.62	$203.10
CAT 335 EXCAVATOR	HR	5	$312.27	$1,561.35
CAT 930G LOADER	HR	5	$96.50	$482.50
WACKER RT82 TRENCH COMPACTOR	HR	5	$74.92	$374.60
MATERIALS				
SUBCONTRACTOR				
TRI-AXLE DUMP TRUCK	HR	5	$130.00	$650.00
TOTAL LABOR	$2,445.78	CFI SUBTOTAL		$5,717.33
TOTAL EQUIPMENT	$2,621.55	OVERHEAD 5%		$285.87
TOTAL MATERIAL	$0.00	SUBTOTAL W/ OH		$6,003.19
TOTAL SUBCONTRACTOR	$650.00	PROFIT 5%$		$300.16
		TOTAL W/ OH & P		$6,303.35

TOWN OF ROTTERDAM SALT STORAGE			Sheet 3	
CFI CONTRACTING, INC., INC. 286 SACANDAGA RD. JOHNSTOWN, NY 12095				
INSTALL ADDITIONAL 625' PIPE, FITTINGS, & VALVES				
DESCRIPTION	UNIT	QTY.	RATE	TOTAL
LABOR				
FOREMAN	HR	47	$107.88	$5,070.36
OPERATOR A	HR	47	$104.88	$4,929.36
OPERATOR B	HR	47	$103.52	$4,865.21
LABORER	HR	47	$86.44	$4,062.68
EQUIPMENT				
FOREMAN UTILITY TRUCK	HR	47	$40.62	$1,909.14
CAT 335 EXCAVATOR	HR	47	$312.27	$14,676.69
CAT 930G LOADER	HR	47	$96.50	$4,535.50
WACKER RT82 TRENCH COMPACTOR	HR	47	$74.92	$3,521.24
MATERIALS				
THRUST BLOCKS	EA	7	$71.50	$500.50
BEDDING STONE	TON	320	$14.00	$4,480.00
TYPE 2 SUBBASE	TON	100	$13.00	$1,300.00
WATER MATERIALS - FERGUSON	LS	1	$36,617.38	$36,617.38
8"X6" SS TAPPING SLEEVE (ORIGINAL CONTACT)	EA	-1	$857.67	($857.67)
6" TAPPING VALVE (ORIGINAL CONTRACT)	EA	-1	$933.13	($933.13)
SUBCONTRACTOR				
TOTAL LABOR	$18,927.61	CFI SUBTOTAL		$84,677.26
TOTAL EQUIPMENT	$24,642.57	OVERHEAD 5%		$4,233.86
TOTAL MATERIAL	$41,107.08	SUBTOTAL W/ OH		$88,911.12
TOTAL SUBCONTRACTOR	$0.00	PROFIT 5%$		$4,445.56
		TOTAL W/ OH & P		$93,356.67

TOWN OF ROTTERDAM SALT STORAGE				Sheet 3
CFI CONTRACTING, INC., INC. 286 SACANDAGA RD. JOHNSTOWN, NY 12095				
INSTALL OWNER FURNISHED HYDRANT				
DESCRIPTION	UNIT	QTY.	RATE	TOTAL
LABOR				
FOREMAN	HR	2	$107.88	$215.76
OPERATOR A	HR	2	$104.88	$209.76
OPERATOR B	HR	2	$103.52	$207.03
LABORER	HR	2	$86.44	$172.88
EQUIPMENT				
FOREMAN UTILITY TRUCK	HR	2	$40.62	$81.24
CAT 335 EXCAVATOR	HR	2	$312.27	$624.54
CAT 930G LOADER	HR	2	$96.50	$193.00
WACKER RT82 TRENCH COMPACTOR	HR	2	$74.92	$149.84
MATERIALS				
THRUST BLOCKS	EA	1	$71.50	$71.50
SUBCONTRACTOR				
TOTAL LABOR	$805.43	CFI SUBTOTAL		$1,925.55
TOTAL EQUIPMENT	$1,048.62	OVERHEAD 5%		$96.28
TOTAL MATERIAL	$71.50	SUBTOTAL W/ OH		$2,021.83
TOTAL SUBCONTRACTOR	$0.00	PROFIT 5%$		$101.09
		TOTAL W/ OH & P		$2,122.92

TOWN OF ROTTERDAM SALT STORAGE				Sheet 4
CFI CONTRACTING, INC., INC. 286 SACANDAGA RD. JOHNSTOWN, NY 12095				
TEST & CHLORINATE ADDITIONAL PIPE				
DESCRIPTION	UNIT	QTY.	RATE	TOTAL
LABOR				
FOREMAN	HR	4	$107.88	$431.52
LABORER	HR	4	$86.44	$345.76
EQUIPMENT				
FOREMAN UTILITY TRUCK	HR	4	$40.62	$162.48
LIQUID HYPOCHLORITE	EA	1	$150.00	$150.00
SUBCONTRACTOR				
TOTAL LABOR	$777.28	CFI SUBTOTAL		$1,089.76
TOTAL EQUIPMENT	$162.48	OVERHEAD 5%		$54.49
TOTAL MATERIAL	$150.00	SUBTOTAL W/ OH		$1,144.25
TOTAL SUBCONTRACTOR	$0.00	PROFIT 5%$		$57.21
		TOTAL W/ OH & P		$1,201.46

FERGUSON WATERWORKS

FERGUSON WATERWORKS #2043
612 PIERCE ROAD
CLIFTON PARK, NY 12065-1311

Phone: 518-877-3086
Fax: 518-877-5027

Deliver To:
From: Joel Ramundo
Comments:

10:34:24 AUG 29 2023

FERGUSON WATERWORKS #576
Price Quotation
Phone: 518-877-3086
Fax: 518-877-5027

Bid No: B489190
Bid Date: 08/29/23
Quoted By: JRR

Cust Phone: 518-762-1378
Terms: NET 10TH PROX

Customer: CFI CONSTRUCTION INC
286 SACANDAGA ROAD
JOHNSTOWN, NY 12095

Ship To: CFI CONSTRUCTION INC
286 SACANDAGA ROAD
JOHNSTOWN, NY 12095

Cust PO#:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
AFT52PDX	8 CL52 DCL DI FASTITE PIPE	600	41.480	FT	24888.00
AFT52PDU	6 CL52 DCL DI FASTITE PIPE	120	29.400	FT	3528.00
CF6100LAUOR	6 MJ RW OR GATE VLV L/A	2	1094.300	EA	2188.60
I664AW	2PC SLIP CI VLV BX 40-61 WTR	3	175.000	EA	525.00
S66309050800200	8X8 SS TAPN SLV 8.99-9.45	1	976.460	EA	976.46
CF6114LAXOR	8 MJ RW OR TAPN VLV L/A	1	2169.860	EA	2169.86
MJ9LAX	8 MJ C153 90 BEND L/A	2	171.810	EA	343.62
MJRLAXU	8X6 MJ C153 RED L/A	1	100.780	EA	100.78
MJTLAXU	8X6 MJ C153 TEE L/A	2	211.460	EA	422.92
MJSCAPLAU	6 MJ C153 SLD CAP L/A	1	48.460	EA	48.46
E110800	8 MEGALUG F/ DI	12	54.160	EA	649.92
PSMJBBGPX	8 BLUE MJ BLT GSKT PK L/GLND	12	25.260	EA	303.12
E110600	6 MEGALUG F/ DI	8	34.610	EA	276.88
PSMJBBGPU	6 BLUE MJ BLT GSKT PK L/GLND	8	24.470	EA	195.76

Net Total:	$36617.38
Tax:	$2929.39
Freight:	$0.00
Total:	$39546.77

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=2043&on=16062



Blacktop Specialist
1349 Broadway Albany, New York 12204
Phone: (518) 434-2223 E-mail: office@bestpavinginc.com

2023 Paving CHANGE ORDER 2

DATE: September 6, 2023
JOB NAME: Rotterdam Salt Shed
JOB LOCATION:
FIRM NAME: AMZ
CONTACT: Nick Cook
PROJECT ESTIMATOR:

==========

TYPE OF WORK SUBCONTRACTED FOR (LABOR/MATERIAL/EQUIPMENT): This quote is good for 30 days. Price is based on NYS Liquid Asphalt Index per US Ton for Sept 2023.
SCOPE OF WORK: ASPHALT PAVING PROPOSAL ONLY - SEE BELOW SCOPE OF WORK:

Change Order: REMOBILIZATION

For the Price of $3,500.00

EXCLUSIONS: SURVEY AND STAKE OUT, PROOF ROLLING OF THE SUBBASE, SAW CUTTING ALL TESTING COSTS, TRENCH PAVING, TRAFFIC CONTROL, PERMIT FEES, ANY HAZARDOUS MATERIAL, COMPACTION TESTING AND/OR ANYTHING NOT SPECIFICALLY LISTED IN ABOVE PROPOSAL.

*NOTE: We will not be responsible for any typing errors on the square footage and dollar amounts. All square footage and dollar amounts of contracts must be reviewed by Best Paving "AND" The Contractor before a contract agreement is signed.

If square footages become more than quoted there will be an additional charge which must be agreed upon and signed for "BEFORE" we do the additional work.

*PAYMENT TERMS: IN FULL UPON COMPLETION. 1.5% Service Charge Per Month There After (18% PER ANNUM).

Prices quoted are firm only if this offer is accepted within 30 days from quoted date and completed within agreed time. If this project was quoted as a "Capital Improvement Project" or "Tax Exempt Project" and we do not receive the proper forms, all applicable taxes will be added to your quoted price. Unless expressively stated above, this offer does not include engineering services, surveys or stakeout. Prior to any grading or paving operation, grade stakes must be placed 2 feet off edge of pavement and the centerline of the roadway at intervals not to exceed 50 feet. They must be marked with accurate grades and capable of supporting string lines. Unless fine grade is expressly included in the above price the sub base and/or sub grade shall be placed and properly compacted to within 1/2" of its proposed sub grade by others. Any sub base and/or sub grade materials necessary to properly perform the grading operations shall be furnished and paid by others. If the person (s), firm, Corporation or entity accepting this offer is not the owner of the real property being improved by the Labor and/or materials provided for herein, the acceptor expressly warrants that the performance of the labor and/or the furnishing of the materials herein being done is for the improvement of the real property with the consent of, or at the request of, its Owner, his agent, contractor, or subcontractor, and is fully responsible for the payments due to Best Paving & Seal Coating, Inc. for work performed.

CUSTOMER AGREES TO PAY EXPENSES, FEES, COSTS OF COLLECTION AND ATTORNEY FEES INCURRED IN THE COLLECTION OF PAST DUE ACCOUNTS AND CONSENTS AND SUBMITS TO THE JURISDICTION OF COURTS OF ALBANY COUNTY, STATE OF NEW YORK. ALL MATTERS ARISING UNDER THIS CONFIRMATION, INCLUDING THE CONSTRUCTION HEREOF, SHALL BE GOVERNED BY THE LAWS OF New York STATE HEREBY GRANT PERMISSION FOR YOU TO VERIFY THIS INFORMATION WITH THESE REFERENCES. I GUARANTEE TO ABIDE BY THE CREDIT POLICY LISTED ABOVE AND ACCEPT THE TERMS AND CONDITIONS.

BEST PAVING & SEAL COATING, INC.
ACCEPTANCE
THE ABOVE OFFER IS HEREBY ACCEPTED AND TERMS THEREIN ARE FULLY AGREED TO BY ME.

DATE:_____ SIGNED:_____ TITLE_____

CFI Contracting, Inc.

286 Sacandaga Road
Johnstown, NY 12095
Telephone: 518.762.5018
Facsimile: 518.762.1379

PURCHASE ORDER

Number C-247-003

Date 17-Oct-2022

Vendor
Name: Ferguson Waterworks
Address: 6040 Drott Dr
City/St/Zip: E. Syracuse NY 13057
Phone: 315-741-3087

Ship To
Project: Town of Rotterdam Salt Storage
Address: 23 West Campell Rd
City/St/Zip: Rotterdam NY 12306
Project Contact: Danny Ellis 518-376-8111

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		Base Bid- Storm Drain		
120	FT	12x20 N12 F2648 Solid HDPE Pipe	$ 9.88	$ 3,754.40
200	FT	6x20 N12 DWALL WTIB PERF W/SOCK	$ 4.730	$ 851.40
1	EA	6 N12 HDPE Corrugated SNAP End Cap	$ 12.62	$ 12.62
2	EA	12-15 Corrugated N12 HDPE Flared End Section	$ 259.29	$ 518.58
		Alternate 1-Water		
1	EA	8X6 Stainless Steel Tapping Sleeve 8.99-9.45	$ 857.67	$ 857.67
1	EA	6 Mechanical Joint Resilient Wedge Open Left Tapping Valve Less Accessories	$ 933.13	$ 933.13
1	EA	2 Piece Slip Cast Iron Valve Box 40-61 Water	$ 175.00	$ 350.00
2	EA	6 BLUE MJ BLT GSKT PK L/GLND	$ 25.45	$ 50.90
1	EA	5-1/4 WB67 HYD 5'6 L/A OR RED W/STZ	$ 4,102.48	$ 4,102.48

Notes:
Includes Delivery to site
All materials to deliver per agreed upon delivery dates or backcharges may apply
Materials to meet plans, specifications, and approved submittals
All prices remain in effect until final project completion
All materials 100% refundable upon return in good condition

Terms: *Payable within 5 days from project owner payment*	SubTotal	$ 11,431.18
Shipping Date:	Shipping	
Approval: _____	Sales Tax	$ -
Cost Code:	Total	$ 11,431.18

IMPORTANT - *This order is contingent upon approval and acceptance by the engineer and owner and pursuant to all conditions and specifications of this project. This purchase order is considered accepted by vendor upon an order placement of the above items.*

RESOLUTION NO. 281.23

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW __ OF 2023; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM TWO FAMILY RESIDENTIAL (R-2) TO MULTIPLE FAMILY (R-3) AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on ±71,003 square feet - from Two Family Residential (R-2) to Multiple Family (R-3) to convert a three (3) unit building to a four (4) unit on the parcel known as 1696 Crane Street, Tax Map No. 59.6-2-2; and

WHEREAS, Rotterdam Town Code 270-17 4 states that Change of Zone applications shall be referred to the Planning Board for a report and recommendation prior to a public hearing; 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 an Introductory Local Law __ of 2023 to amend chapter 270, zoning, of the Town Code of the Town of Rotterdam for a change of zone from Two Family Residential (R-2) to Multiple Family (R-3) to convert a three (3) unit building to a four (4) unit.

SECTION 2. The Town Board hereby refers this Introductory Local Law __ of 2023 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	September 8, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Joanne Schillaci, Zoning Officer
TITLE OF REQUEST:	Refer to Planning Commission for Report and Recommendation for Change of Zone from Two Family Residential (R-2) to Multiple Family (R-3)
TOWN BOARD MEETING:	September 13, 2023
Background Information:	BD Upstate Construction, Inc. (Byron Diaz) 3561 Guilderland Avenue Schenectady, NY 12306 Change of Zone request on ±71,003 square feet-from Two Family Residential (R-2) to Multiple Family (R-3) to convert a three (3) unit building to a four (4) unit. Currently, the parcel is known as 1696 Crane Street, Tax Map No. 59.6-2-2.
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 2023
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee **$1,000**

Existing Zone Classification: R-2

Proposed Zone Classification: R-3

PART II
GENERAL INFORMATION

Legal Owner's Name: BD UPSTATE Construction Inc - Byron Diaz
Mailing Address: 3561 Guilderland
City: Schenectady State: NewYork Zip: 12306
Daytime Phone: 845-309-5223 E-mail: upstate construction @ aol.com

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

Owner's Designated Contact: Byron Diaz

Mailing Address: 3561 Guilderland Avenue
City: Schenectady State: NY Zip: 12306
Daytime Phone: 845-309-5223 E-mail: upstateconstruction @ aol.com
Project/Proposal Site Area: (Acres or sq. ft.) 1.63
Assessor Tax Parcel No.(s) of Site: 59.06-2-2
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) _____

Street Address of Proposed Site (if any): 1696 Crane St.

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)
Site had 3 units ; 1 office in building
The original building was built in the
1850's - 1 garage on site
See Attachment #1

School District: Schenectady Fire District: District 2

Water Supply: Public

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 approximately 1500 to 2000
feet from Altamont Avenue
See attached map of area

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

Width of Property Fronting on the Existing Public Road in Linear Feet: 220'

Does the Proposal Have Access to an Arterial or Planned Arterial? ( ) Yes (X) 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? _____

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

Please see Attachment #1

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: _____ Christopher Longo, PE Date: 8/1/23
Address: 1900 Duanesburg Road Phone: 518-280-1371
Duanesburg, NY 12056 Zip: 12056

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: Byron Diaz
Address: 3561 Guilderland Avenue Schdy NY 12306

Date: 09/07/23
Phone: 845-309-5223
Zip: 12306

Signature of applicant or representative

09/07/23
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Schenectady)

SUBSCRIBED AND SWORN to before me this 7 day of September, 2023

NOTARY SEAL

Frances Nan Lawyer
Notary Signature

Notary Public in and for the State of New ~~York~~
Residing at: 1109 Outer Drive
My appointment expires: 10/31/25

FRANCES NAN LAWYER
Notary Public, State of New York
Qualified in Schenectady County
4605144
My Commission Expires: Oct 31, _____

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, Byron Diaz, being duly sworn declare that I am the

(PROPERTY OWNER)

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

Tax Parcel Number(s): _____

I hereby grant Chris Longo 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): _____

Date: 09/07/23

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Schenectady)
SUBSCRIBED AND SWORN to before me this 7 day of September, 2023

NOTARY SEAL

Frances Nan Lawyer
Notary Signature

Notary Public in and for the State of New York
Residing at: 1109 Outer Drive
My appointment expires: 10/31/25

FRANCES NAN LAWYER
Notary Public, State of New York
Qualified in Schenectady County
4605144
My Commission Expires: Oct 31, _____

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

1696-1698 Crane Street - BD Upstate Construction Inc.

Name of Action or Project:

1696 Crane Street Town of Rotterdam - Schenectady City School District

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

1696-1698 Crane Street

Brief Description of Proposed Action:

Improve the 1.63 acre site which includes a total rebuild of the 1850 Original structure which contained a 3 unit apartment and small real estate office. The project is a continuation/completion of the new building on the original 1850 foot print. The newly constructed building "only" consists of 3 completed units. The 4th unit is unfinished used as storage and is waiting on the R2 to R3 zoning approval.

See attached narrative for recent time lines of town submittals..

Name of Applicant or Sponsor:	Telephone: 845-309-5223 or 518-280-9284
BD Upstate Construction Inc. (Byron Diaz)	E-Mail: upstatecontruction@aol.com

Address:

3581 Guilderland Avenue

City/PO:	State:	Zip Code:
Schenectady	NY	12306

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

3. a. Total acreage of the site of the proposed action? 1.63 acres
   b. Total acreage to be physically disturbed? See site plan acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.63 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:
   ☐ Urban ☐ Rural (non-agriculture) ☑ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): R2 Multi-Family
   ☐ Parkland

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

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

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify:	☑	☐

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

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

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

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: See site plan for engineered septic system	☑	☐

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

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

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

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

☐ Wetland ☑ Urban ☐ Suburban

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

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

Applicant/sponsor/name: BD Upstate Construction Inc. (Byron Diaz) Date: 09/07/23

Signature: _____ Title: President

PRINT FORM

Attachment #1

Timeline of Town Submittals:

- August 3, 2022, Request for Town approval R2 To R3 Zoning Change.
- August 10, 2022, Town of Rotterdam Department of Public Works response letter citing Local Law No. 1 of year 2022, Apartment Moratorium, returning the application.
- August 22, 2022, Re-submittal of R2 to R3 zoning change request based on requirements of the "Waiver" exception process as defined in Section 5 of Local Law No. 1 of the year 2022. (No Town action taken on this request).

Discussion:

The current zoning for this 1.6-acre parcel is R2. The original dwelling consisted of 3 (1) bedroom apartments along with a small Real Estate office (American Realty) and had a property type of 230 - 3 Family according to the towns assessment database . To correct the non-conforming state of the building an R3 zoning is required to allow a 4-unit dwelling. This section of Crane Street and this parcel is the second to the last parcel (on the left) in the Town of Rotterdam within the City of Schenectady School district.

This section of Crane street is comprised of several non-conforming dwellings. The parcel to the left 1704 consists of 5 units (see mail boxes) , 1691 consists of 4 units and several other parcels on the street consist of 4–5-unit dwellings. The parcel to the right of 1696 Crane, 1690 Crane is an auto repair business (formally Marco Crane) service. The parcel at 1671 Crane (formally Knickerbocker Furniture) is currently used as an auto repair business and auto salvage yard, and an eye sore.

This entire stretch of Crane Street in the town of Rotterdam currently consists of the following zoning types: R1, R2, B2 and I1. The only vacant land parcel is zoned R1 and the remaining parcels are all R2, B2 and I1 zoned according to the town's assessment database.

By approving this request for R3 zoning it will allow the parcel to come in compliance with its previous use as a 3 unit+ building and potentially allow completion of construction of fourth and final unit in the existing newly constructed building. Approval of R3 zoning will not adversely affect the health, safety, and general welfare of the immediate neighborhood, Town of Rotterdam, or the Mohonasen School District.

The previous building was an eyesore and could not be remodeled to meet current building codes and had to be removed and a new building constructed. This was determined by the orderly de-construction of the top floor and determination that the first-floor wall structure could not support the new 2x6 construction of the second floor and roof trusses. Once the first-floor walls were exposed it showed that there was not consistent 16" on center framing wall structure. An engineering review of the basement walls consisted of (stacked stones) and could not meet current standards for total reconstruction of the buildering. At this point and with consultation with the Town of Rotterdam building department the decision was made to remove the building.

The new building is completed minus the completion of the now un-finished 4th unit. A "CO" has been received from the town for the existing 3 units. This request for approval from R2 to R3 will allow completion of the 4th unit.

The existing new building will more than double the assessed value of the previously assessed building and provide an incentive for other property owners to improve their properties. The Town comprehensive plan modifications should consider a rezoning to R3 of this upper section of Crane street to bring non-conforming parcels into compliance, allow future construction of new dwellings and "clean-up" the parcels in this section of Crane street. This will help to increase the tax base for the town and provide an incentive for other property owners to better maintain their properties.

R TR

Meridian Land Services, Inc.
12 Cornell Rd
Latham, NY 12110

21-4885

TRUSTEE'S DEED

THIS INDENTURE made the 17th day of December, Two Thousand and Twenty-One between Howard J. Spink, as Trustee of the Crane St. Associates Trust dated September 1, 2002 with an address of 2488 W Old State Road, Schenectady, NY 12306,

party of the first part.

and

BD Upstate Construction, Inc., a New York Corporation with offices at 3561 Guilderland Avenue, Schenectady, NY 12306,

party of the second part,

WITNESSETH that the Trustees, in consideration of ONE HUNDRED AND THIRTY THOUSAND and no/100 Dollars ($130,000.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, its heirs and assigns all of the Trustees right, title and interest, if any, in and to:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, with the buildings thereon, bounded and described as follows:

BEGINNING at a point in the Town of Rotterdam, County of Schenectady and State of New York, in the Westerly line of Crane Street at a distance of 827.43 feet from the Northerly line of Altamont Avenue, and proceeding thence N 84 degrees – 29' W and along the Northerly line of lands of the Town of Rotterdam a distance of 323.5 feet to a point; thence N 60 degrees 09' E and along the Southerly line of lands of Marco and Dominick a distance of 380.0 feet to a point; thence S 85 degrees – 48' E and continuing along the lands of Marco and Dominick a distance of 33.5 feet to a point; thence S 10 degrees – 34' W and along the Westerly line of Crane Street a distance of 220.0 feet to the point of beginning.

2 2 59.06 R

SUBJECT to any enforceable covenants, conditions, restrictions and easements of record.

BEING THE SAME PREMISES conveyed in a deed from Howard Spink to the Crane St. Associates Trust dated September 1, 2002, Howard J. Spink as Trustee, dated December 4, 2012 and recorded December 7, 2012 in the Schenectady County Clerk's Office in Book 1866 of Deeds at Page 422.

TOGETHER with the appurtenances and also all the estate and rights of the said Trustees in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its survivors, heirs and assigns of such survivors forever.

AND said party of the first part covenant that they have not done or suffered anything whereby the

said premises have been encumbered in any way whatsoever.

SUBJECT to the provisions of Section 13 of the Lien Law of the State of New York.

IN WITNESS WHEREOF, the party of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF

CRANE ST. ASSOCIATES TRUST

By: Howard J. Spink

Howard J. Spink, Trustee

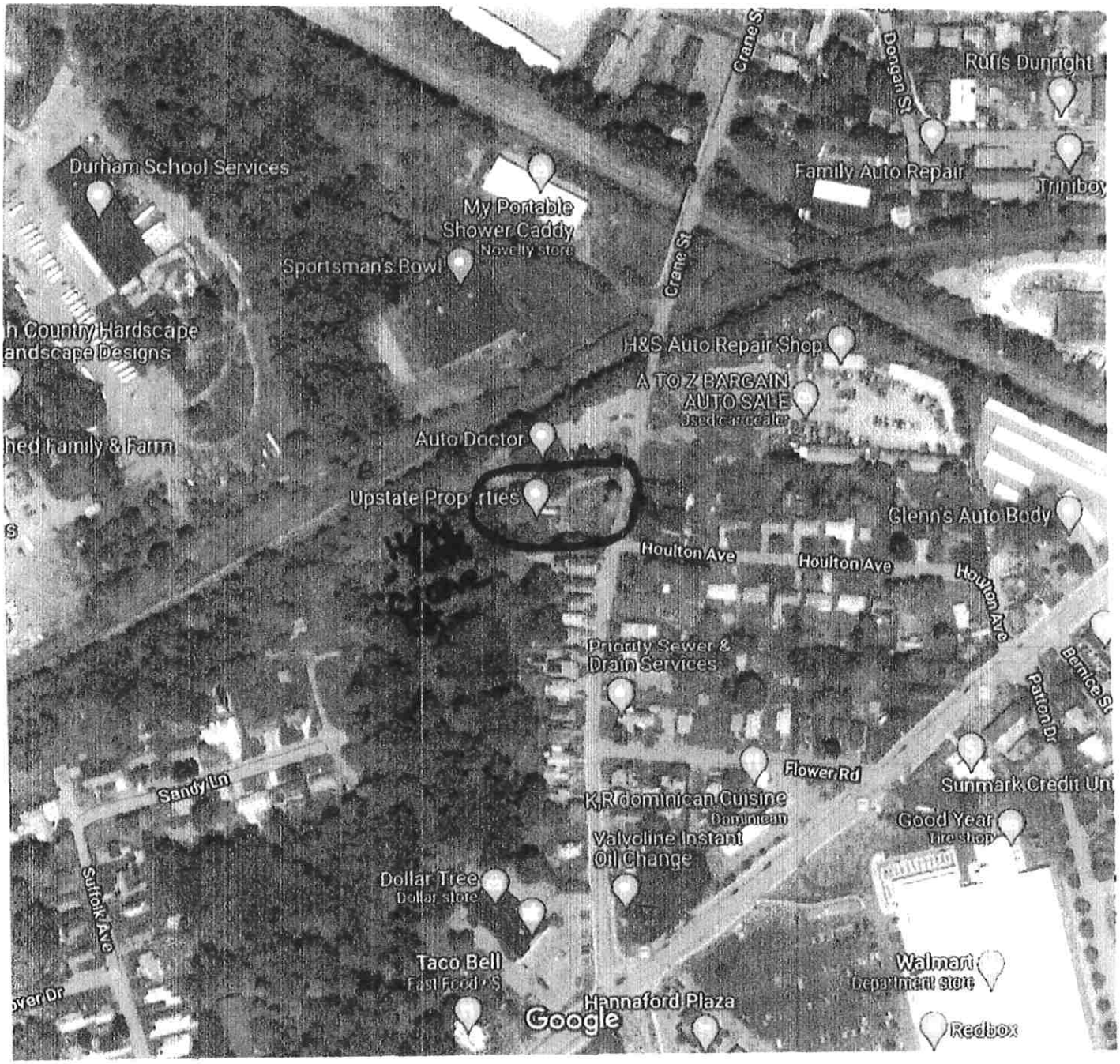
STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On the 21 day of December in the year 2021, before me, personally appeared, Howard J. Spink, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

TRACY T. BRUNDEGE
Notary Republic State of New York
01BR6114265
Qualified in Schenectady County
My Commission Expires 8-09-2024

AVENUE
HOULTON AVENUE
ROAD
(60' WIDE)
FLOWER
STREET
CRANE STREET
4



Imagery ©2022 Maxar Technologies, New York GIS, USDA/FPAC/GEO, Map data ©2022 200 ft

https://www.google.com/maps/@42.7878618,-73.9449256,646m/data=!3m1!1e3

Old Building



Imagery ©2022 Maxar Technologies, Map data ©2022 20 ft

https://www.google.com/maps/@42.7878618,-73.9449256,81m/data=!3m1!1e3

SITE
SITE LOCATION MAP
SCALE: N.T.S.
No.
Revision Description
Date
PRIOR TO ANY EARTH DISTURBANCE, THE CONTRACTOR SHALL CALL 811 & A TICKET TO BE ASSIGNED & MARKED BY UTILITY COMPANIES
IF IT IS A VIOLATION OF SECTION 7209 OF NEW YORK STATE LAW FOR ANY PERSON TO ALTER ANY ITEM ON THIS PLAN IN ANY WAY UNLESS THEY ACT UNDER THE DIRECT SUPERVISION OF A PROFESSIONAL ENGINEER
DAVID C. DANIEL PE
STATE OF NEW YORK
LICENSED PROFESSIONAL ENGINEER
CRAIG DANIELSON, PLLC
PO BOX 1
GUILDERLAND, NY 12084
PH: (518) 894-4117
EMAIL: CDANIELSON@PRIMECAST.NET
PROJECT
SD UPSTATE CONS.
1695 CRANE STREET
ROTTERDAM, NY
CONCEPT SITE PLAN
DATE
09/07/2023
SCALE
1"=20'
JOB #
23001
C101
PROJECT INFORMATION:
OWNER/APPLICANT:
SD UPSTATE CONSTRUCTION
2504 CENTERLAND AVENUE
SCHENECTADY, NY 12309
PROPERTY TAX MAP I.D.:
59.4-2-2
PROJECT AREA:
71,003± SF / 1.63± AC
MUNICIPALITY:
TOWN OF ROTTERDAM
SCHENECTADY COUNTY
ZONING:
EXISTING: R-2 TWO-FAMILY RESIDENTIAL
PROPOSED: R-3 MULTI-FAMILY RESIDENTIAL
HEIGHT:
REQUIRED: 40 FT, 3-STORY MAX
PROPOSED:
FRONTAGE:
REQUIRED: 100 FT MIN
PROPOSED:
LOT AREA:
REQUIRED: 15,000 SF MIN.
EXISTING: 71,003 SF
LOT COVERAGE:
REQUIRED: 45% MAX
PROPOSED: 4%
YARD REQUIREMENTS:
REQUIRED:
FRONT: 30 FT
SIDE: 15 FT
PROPOSED:
FRONT: 220 FT±
SIDE: ±
REAR: ±
PARKING:
REQUIRED: 1.5 SPACES PER DWELLING UNIT
TOTAL SPACES REQUIRED:
PROVIDED: SPACES
PROPOSED USE:
MULTI-FAMILY RESIDENTIAL DWELLING
MULTI-FAMILY DENSITY:
REQUIRED: MINIMUM 20,000 SF (4 BEDROOMS)
3,000 SF FOR EACH ADDITIONAL BEDROOM
PROVIDED: 71,003 SF – 20,000 = 51,003 / 3,000
17.1 = 17 ADDITIONAL BEDROOMS
17 + 4 = 21 ALLOWABLE BEDROOMS
PROPOSED 17 BEDROOMS
MAP REFERENCES:
1) MAP ENTITLED "ZONES 2 ATLASMAP FURNISHED BY TOWN OF ROTTERDAM, PUBLIC WORKS DEPARTMENT ON JANUARY 19, 2023
NOTES:
1) SURVEYED PARCEL: TOWN OF ROTTERDAM – TAX MAP 59.4-2-2, PARCEL 2
2) PLAT PREPARED BY CRAIG P. GRAY, PLS FROM FIELD SURVEY, MAP REFERENCES AND AN OCTOBER 2022 FIELD SURVEY.
3) NORTH IS REFERENCED TO NAD 83 NEW YORK STATE PLANE EAST ZONE.
4) SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS OF RECORD AND RESTRICTIONS OF RECORD.
5) UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON VISIBLE PHYSICAL EVIDENCE. NOT SHOWN ARE UNDERGROUND UTILITY CONNECTIONS RATHER THAN ONE UNDERGROUND LOCATION SERVICE (1 CALL) TO MARK OUT UNDERGROUND UTILITIES. THERE MAY BE OTHER UNDERGROUND AND OVERHEAD UTILITIES THAT ARE NOT SHOWN ON THIS MAP. CALL DIGSAFE FOR FURTHER VERIFICATION.
6) THE FIELD SURVEY DETAILS AND FEATURES OF THE BUILDING STRUCTURES ARE NOT SHOWN. NOR ARE ANY SPACES, DIMENSIONS, WALLS, DRAINS, BUILDING UTILITIES, ETC ARE NOT SHOWN.
7) THIS SURVEY IS PREPARED IN ACCORDANCE WITH THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS CODE OF PRACTICE FOR LAND BOUNDARY SURVEYS AS ADOPTED ON SEPTEMBER 27, 1991 AND LAST REVISED ON JULY 12, 1997
CRANE STREET (33' ROW)
HOULTON STREET
S12°13'19"W
220.00'
S84°27'42"E
33.56'
300.00'
AREA = 36,915± SQFT OR 0.85±ACRE
DISPLAY AREA 25'
221.24'
NOT TO BE DISTURBED
N83°59'19"E
N83°59'52"W
N
E
W
S

RESOLUTION NO. 282.23

TO DECLARE ONE POLICE VEHICLE OBSOLETE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the following equipment obsolete and authorizes that it be sold at auction:

2020 Ford Explorer (VIN # 1FM5K8AB1LGA71228)

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

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: September 6, 2023

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Declare the following police vehicle obsolete in order to be put up for auction.

2020 Ford Explorer (VIN # 1FM5K8AB1LGA71228)

TOWN BOARD MEETING: September 13, 2023

Background Information: The above vehicle is in need of significant repair. It is cost prohibitive to invest in repairs due to the vehicle's age and mileage (119,121).

Evaluation/Analysis: N/A

Recommendation(s): Declare Rotterdam Police Department vehicle obsolete in order to be put up for auction at Collar City Auctions, 9423 Western Turnpike Delanson, NY 12053.

Attachment/Document(s): Memorandum prepared by Sgt. Reilly.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD

RESOLUTION NO. 283.22

REQUESTING BIDS FOR ROOFING WORK PUMP HOUSE 1 & 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 hereby authorizes the Supervisor to call for bids for Roofing Work Pump House 1 & 2 in Rotterdam Junction.

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 Friday, the 29th day of September 2023, 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:

ROOFING WORK PUMP HOUSE 1 & 2

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
11:00 A.M., FRIDAY, SEPTEMBER 29, 2023

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: September 13, 2023
BidNet: Please publish on September 15, 2023
Daily Gazette: Please publish once on September 15, 2023
Town Clerk Post

SECTION 3. This resolution shall become effective September 13, 2023

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: September 12, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Town Board to obtain sealed construction bids for the removal and replacement of the existing roofs for pump house number 1 and 2. Work also includes parapet wall and chimney repairs, and roof/attic access improvements. Lloyd Denny performed a cost estimate for this work and determined it to be $85,000.

TOWN BOARD MEETING: September 13, 2023

Background Information: The existing roof systems for pump houses 1 and 2 are in poor condition and need to be replaced.

Evaluation/Analysis: If this work is not done, the condition of the roofs will continue to deteriorate.

Recommendation(s): I recommend that the Town Board approve obtaining sealed construction bids for the project. Depending upon the bids received, the Town has the option to reject all bids if the cost is above the budgeted amount.

Attachment/Document(s): Construction Bid Documents

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Request for Bids

Roofing Work Pump House 1 & 2

Bid Opening:

September 29, 2023

@11:00 AM

TOWN OF ROTTERDAM

BID FORM

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

Roofing Work Pump House 1 & 2

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

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

_____

Email

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

Town of Rotterdam

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam Roofing Work Pump House 1 & 2 project will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 11:00 AM local time on Friday, September 29, 2023 at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

> General Construction: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental to the removal and replacement of the asphalt shingle roof, parapet wall and chimney repairs, and roof/attic access improvements, as shown on the Contract Drawings and Specifications.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and accompanied by security in an amount not less than five percentum (5%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

There will be no formal Pre-Bid Meeting held, but any Bidder that would like to visit the site shall contact the Town Supervisor's office at (518) 355-7575 extension 393 to arrange a site visit. Town representatives will not answer questions relative to the project.

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

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

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

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **11:00 a.m. on September 29, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **11:00 a.m. September 29, 2023** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

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

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

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

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

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

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified (if applicable).

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

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

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

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

Email: _____

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

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

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

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

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.

PROJECT MANUAL

ROOFING WORK

Project No. 09072023

REPLACE ROOFS
PUMP HOUSE 1&2
1214 MAIN ST.
ROTTERDAM, NY

DATE: SEPTEMBER 7, 2023

Town of Rotterdam

Department of Public Works

1100 Sunrise Blvd.

Rotterdam, NY 12306

PROJECT NO.: 09072023

ROOFING WORK
Roof Replacement
Pump House 1 & 2
1214 Main St.
Rotterdam, NY

Town of Rotterdam
Department of Public Works
1100Sunrise Blvd.
Rotterdam, NY 12306
Phone (518) 355-7575 Ext 395
FAX (518) 355-2725

September 7, 2023

PROJECT TEAM LEADER: Lloyd H Denny Jr, RA

TOWN CONSULTANT ENGINEER: Fred Mastroianni, PE

Affix Seal	Affix Seal	Affix Seal
		
Registration No.	Registration No.	Registration No.

NOTE:....THE TOWN OF ROTTERDAM REQUIRES GOOD FAITH EFFORTS ON THE PART OF ITS CONTRACTORS TO SOLICIT AND OBTAIN THE PARTICIPATION OF MINORITIES AND WOMEN AS SUBCONTRACTORS, AND EMPLOYEES IN ITS PROGRAMS.

TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

INTRODUCTORY INFORMATION

Document Number and Title

000101 Title Page (Cover)
000105 Certification Page
000110 Table Of Contents
000115 List Of Drawings

BIDDING REQUIREMENTS

Document Number and Title

002216 Supplementary Instructions To Bidders – Asbestos Projects
002220 Supplementary Instructions To Bidders – Wicks Exempt
003126 Existing Hazardous Material Information
004120 Bid Form Wicks Exempt
004200 BDC-59 Wicks Exempt List Of Subcontractors
004313 Form Of Bid Bond – Bid Security
004314 New York State Surety Bond
006517 DCA-3 Offerer Disclosure Of Prior Non-Responsibility Determinations

CONTRACTING REQUIREMENTS

Document Number and Title

007213 General Conditions
007320 Supplementary Conditions – Wicks Exempt
007322 Supplementary Conditions – Worker's Compensation
007323 Supplementary Conditions – Vendor Responsibility
007324 Supplementary Conditions - Encouraging Use of New York State Businesses in Contract Performance
007326 Supplementary Conditions - Orders on Contract (Change Orders)

SPECIFICATIONS GROUP

GENERAL REQUIREMENTS SUBGROUP

DIVISION 01 – GENERAL REQUIREMENTS

Section Number and Title

011000 Summary of The Work
011100 Safety
013300 Submittals
015000 Construction Facilities & Temporary Controls
016500 Materials And Equipment
017329 Removals Cutting And Patching
017419 Construction Waste Management
017716 Contract Closeout
017770 Prevailing Wage Rates

FACILITY CONSTRUCTION SUBGROUP

DIVISION 02 – EXISTING CONDITIONS

Section Number and Title

028213 Asbestos Abatement

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

Section Number and Title

061053 Wood Nailers And Blocking
066500 Plastic Simulated Wood

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

Section Number and Title

075323 Adhered EPDM Roofing System
076000 Flashing And Trim
077200 Roof Accessories

DIVISION 09 – FINISHES

Section Number and Title
099101 Construction Painting

APPENDIX

Asbestos and Lead Survey Report (Modify the Title accordingly to match the Report)
BDC-329 Contractor's List of Subcontractors-Suppliers
Bound In Drawings (Listed On 000115)

END OF TABLE OF CONTENTS

LIST OF DRAWINGS

1.01 DRAWINGS and PHOTOGRAPHS

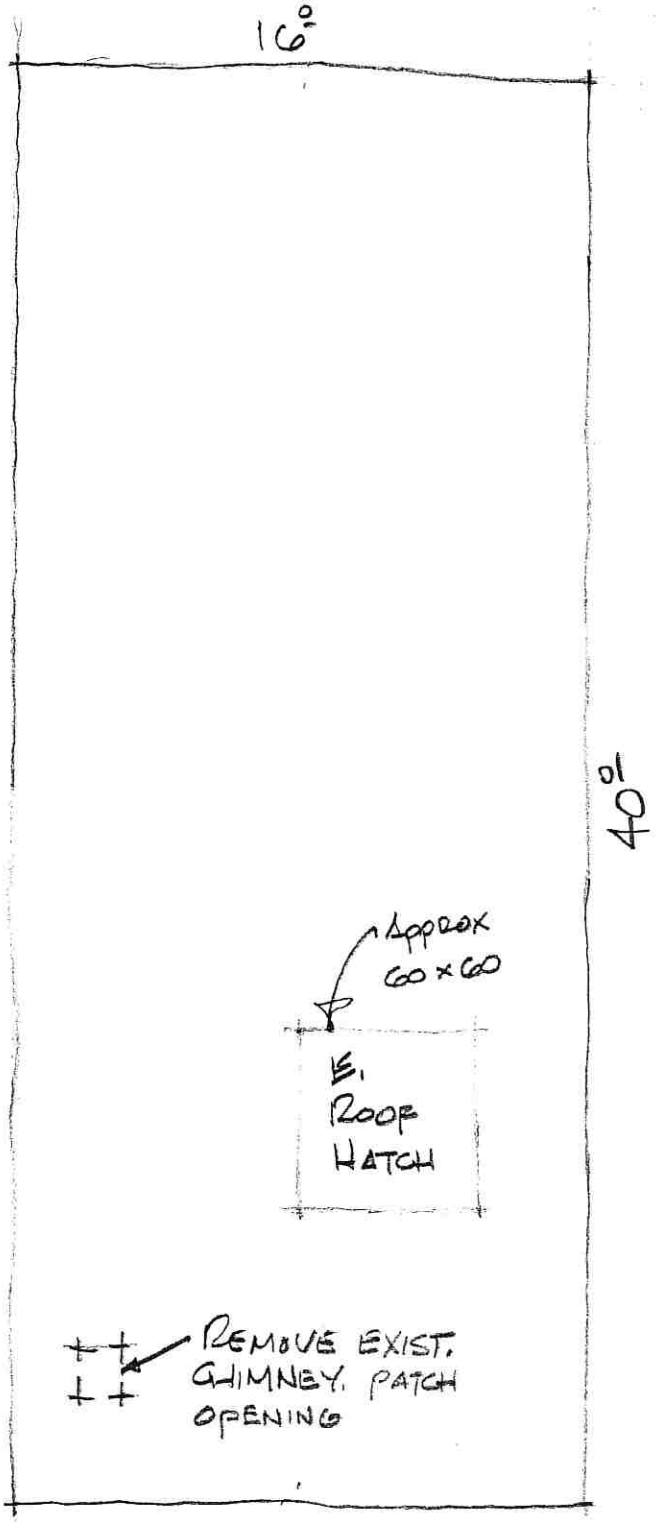
A. CONTRACT DRAWINGS: The Contract Drawings and photographs are bound within this Project Manual and form a part of the Contract Documents are listed by number below:

BOUND HEREIN:

Dwg 1 Pump House 1 – Plan	dated 09/07/2023
Dwg 2 Pump House 2 – Plan	dated 09/07/2023
Dwg 3 Edge Detail	dated 09/07/2023
Dwg 4 Roof Hatch Plan & Details	dated 09/07/2023
Dwg 5 Roof Hatch Details	dated 09/07/2023
Dwg 6 Curb Detail	dated 09/07/2023
Photo Pump House 1 A Side	
Photo Pump House 1 B Side	
Photo Pump House 2 A Side	
Photo Pump House 2 B Side	

B. REFERENCE DRAWINGS: Not Applicable

END OF LIST



A Pump House 1: Plan

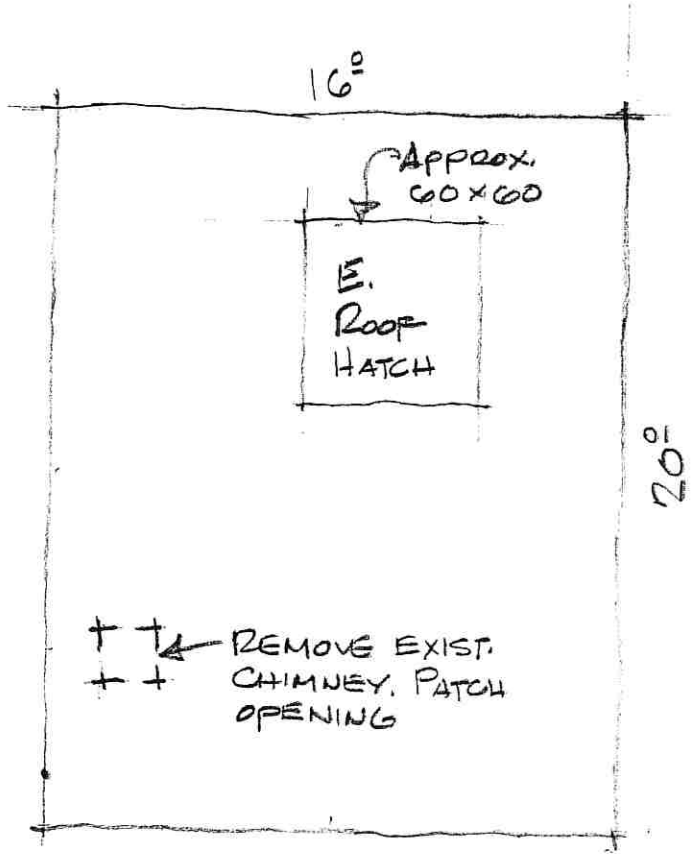
3/16" = 1'-0"

Roof Replacement

Pump House 1 & 2
1214 Main Street
Rotterdam, NY

Date: 09/07/2023

1



B Pump House 2: Plan

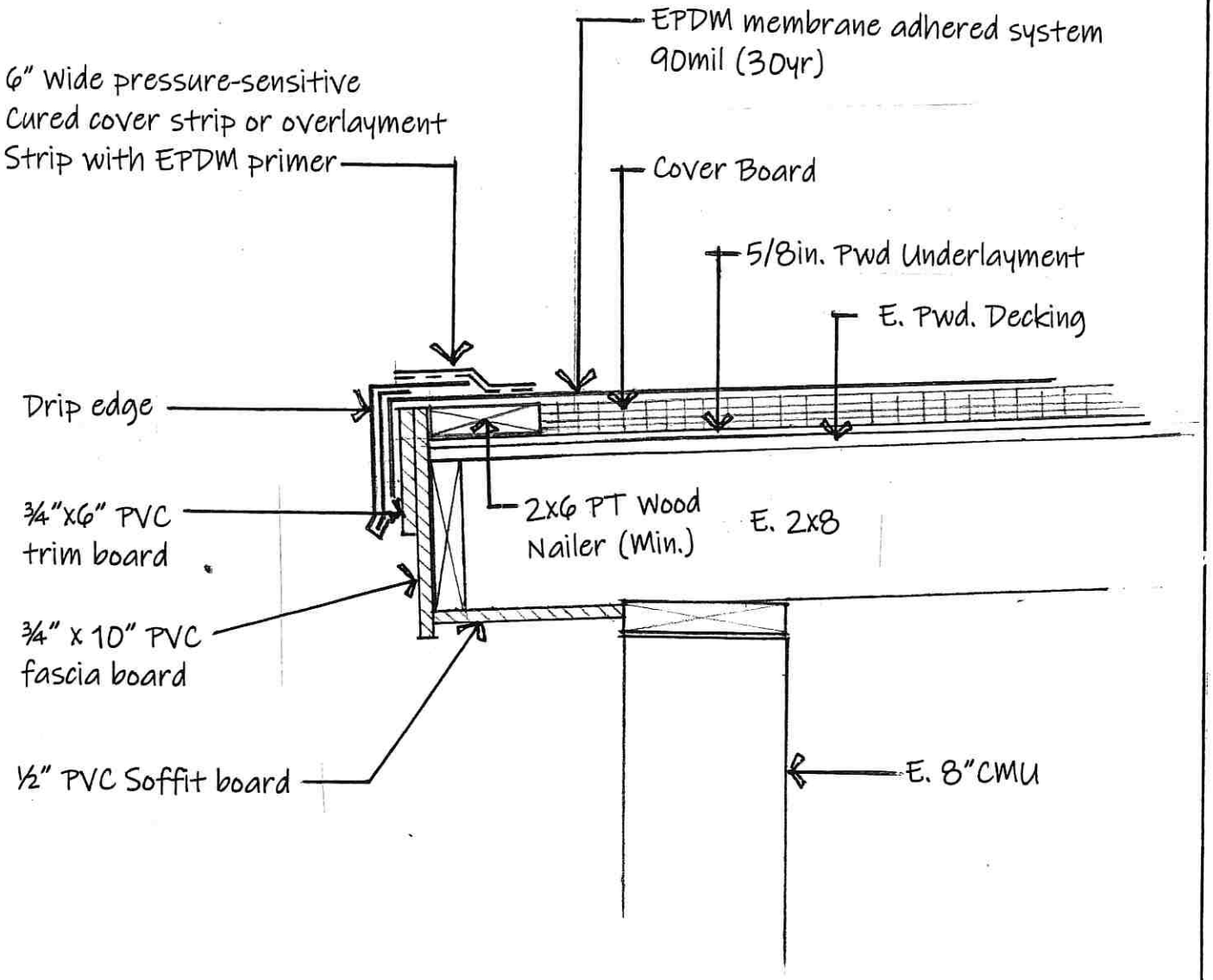
3/16" = 1'-0"

Roof Replacement

Pump House 1 & 2
1214 Main Street
Rotterdam, NY

Date: 09/07/2023

2



1 Edge Detail

1½" = 1'-0"

Roof Replacement

Pump House 1 & 2
1214 Main Street
Rotterdam, NY

Date: 09/07/2023

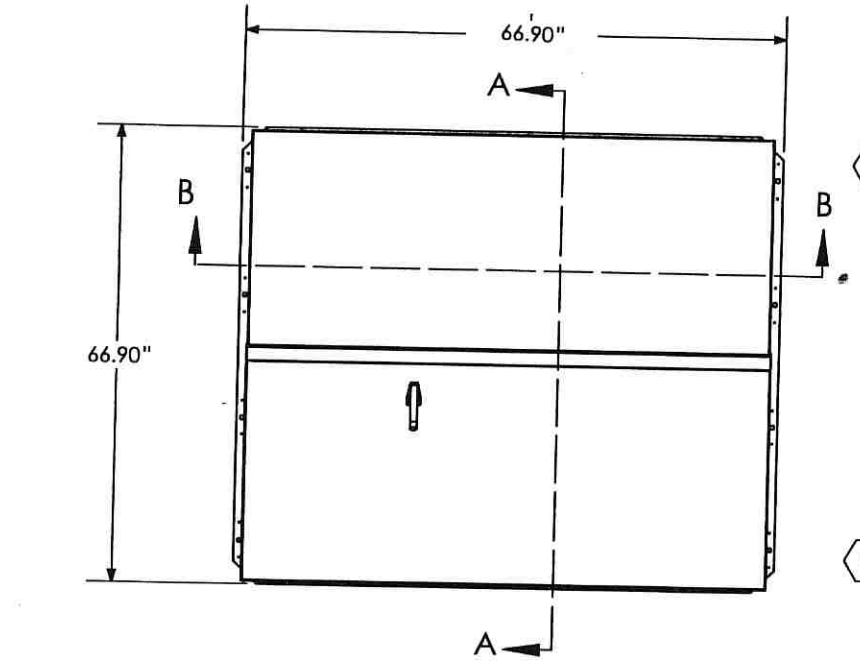
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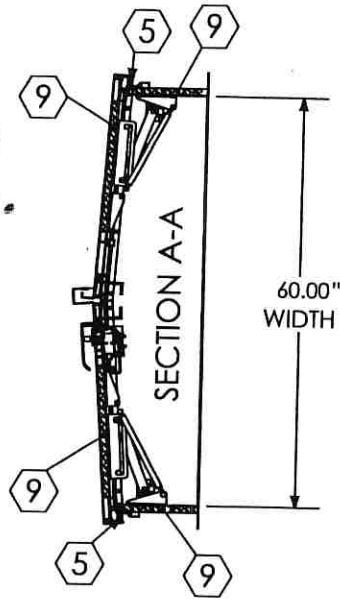
Roof Replacement

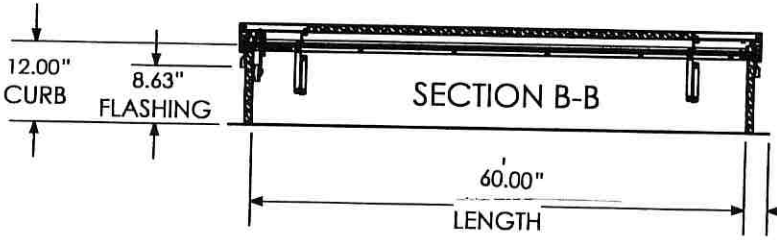
Pump House 1 & 2
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Rotterdam, NY

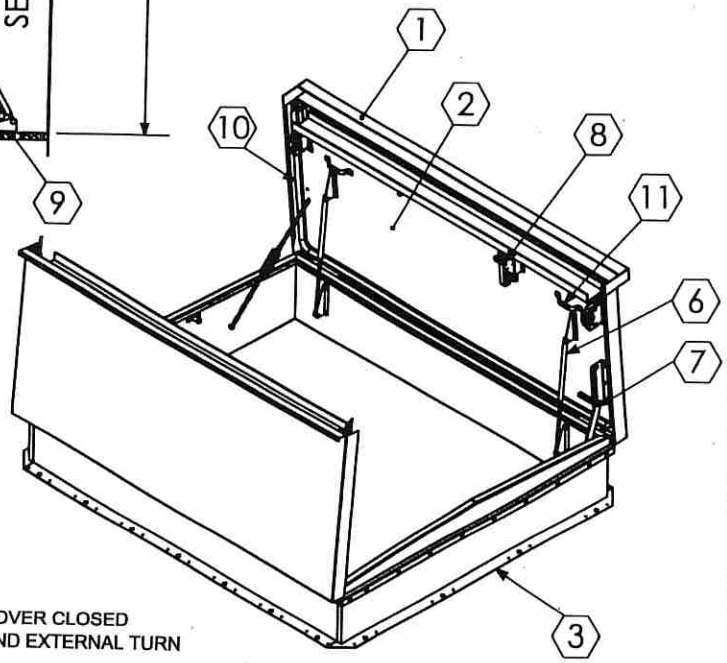
Date: 09/07/2023

4









SPECIFICATIONS:

(1) **COVER:** 11 GA (0.09") ALUM COVER STIFFENED TO WITHSTAND A LIVE LOAD OF 40PSF WITH A MAX DEFLECTION OF 1/150 OF THE SPAN

(2) **LINER:** 18 GA (0.04") ALUM

(3) **CURB:** 11 GA (0.09") ALUM, CURB COUNTERFLASH WITH EZ TABS

4 **FINISH:** MILL

(5) **HINGE:** PINTLE HINGE WITH STAINLESS STEEL HINGE PINS

(6) **SPRING:** GAS SPRING WITH DAMPER FOR SMOOTH, CONTROLLED COUNTERBALANCED LIFT ASSISTANCE

(7) **HOLD OPEN ARM:** ZINC PLATED STEEL AUTOMATIC HOLD OPEN ARM LOCKS COVER IN FULLY OPENED POSITION WITH RED GRIP HANDLE RELEASE

(8) **LATCH:** 2-PT ROTARY LATCH HOLDS COVER CLOSED AGAINST 20 PSF WIND UPLIFT. INTERNAL AND EXTERNAL TURN HANDLES WITH PADLOCK HASPS

(9) **INSULATION:** 1" POLYISO (R6) CURB, 1" POLYSTYRENE (R4) COVER

(10) **GASKET:** ADHESIVE-BACKED EPDM RUBBER EXTRUSION

(11) **PULL HANDLE:** INTERIOR PULL DOWN HANDLE

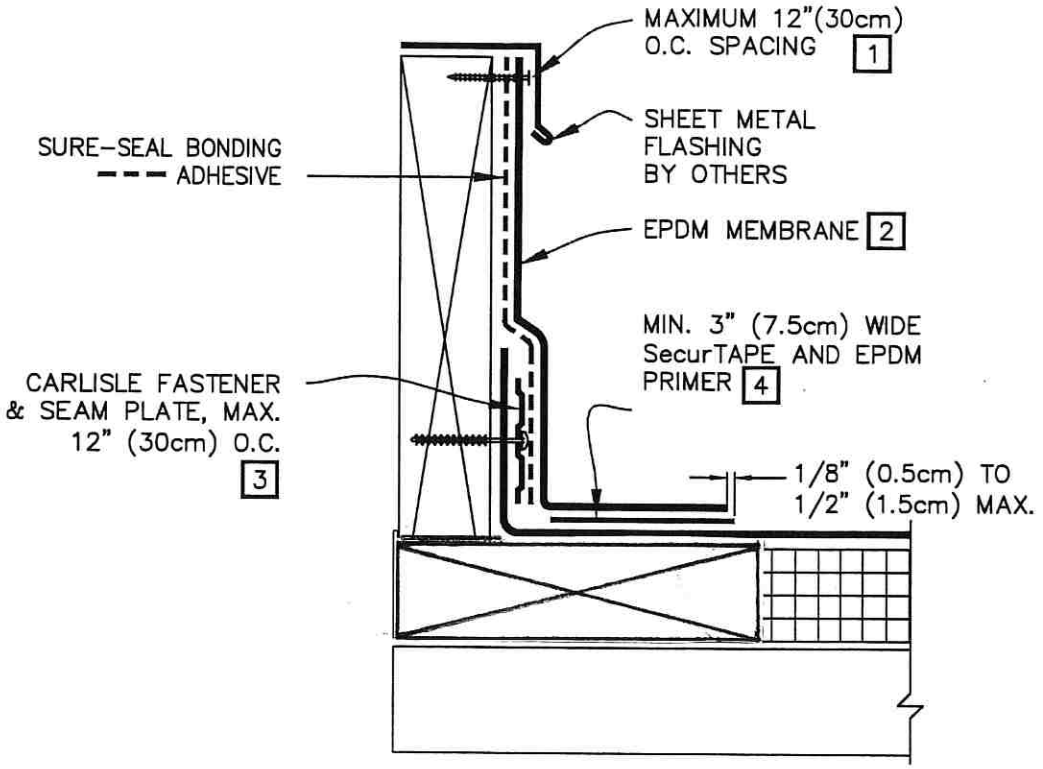
ROOF HATCH SIZE: 60.00" (WIDTH) x 60.00" (LENGTH)

Roof Replacement

Pump House 1 & 2
1214 Main Street
Rotterdam, NY

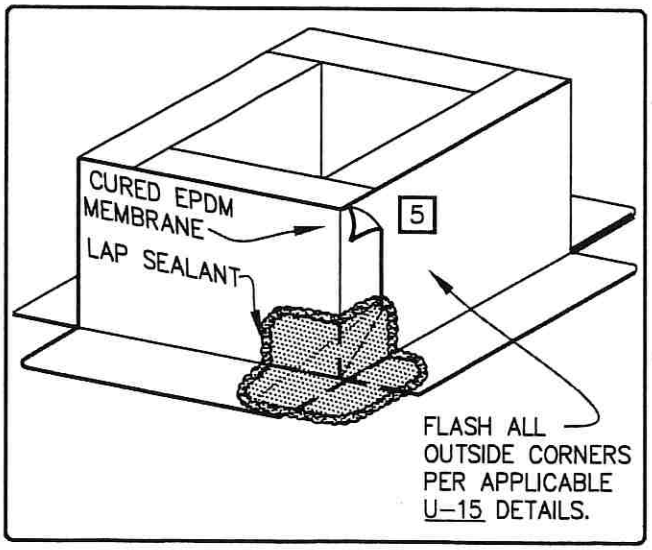
Date: 09/07/2023

5



NOTES:

1. WHEN MECHANICAL FASTENERS ARE USED TO PENETRATE THE METAL COUNTER-FLASHING, USE EPDM WASHERS, APPLY WATER CUT-OFF MASTIC UNDER THE COUNTER-FLASHING OR CAULK THE FASTENER HEADS.
2. LAP SEALANT IS REQUIRED ON CUT-EDGES OF REINFORCED MEMBRANE.
3. SEAM PLATES AND FASTENERS MAY BE INSTALLED INTO THE STRUCTURAL DECK AND THEN HP FASTENERS AND POLYMER SEAM PLATES ARE REQUIRED FOR MECHANICALLY-FASTENED ROOFING SYSTEMS OVER STEEL DECKS.
4. MEMBRANE SPLICES SHALL INCORPORATE 6" (15cm) WIDE SecurTAPE FOR PROJECTS WITH 25 AND 30-YEAR WARRANTIES.
5. IF THE VERTICAL SPLICE ON THE CURB FLASHING IS NOT LOCATED AT THE CORNER, USE DETAIL U-2C FOR EPDM MEMBRANE SPLICES AT ANGLE CHANGES.



REFERENCE ONLY

CARLISLE SYNTEC SYSTEMS	CURB FLASHING – EPDM MEMBRANE	EPDM	DETAIL NO. U-5A
	MAXIMUM WARRANTY: 30 YEARS		THERMOSET UNIVERSAL

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Roof Replacement

Pump House 1 & 2
1214 Main Street
Rotterdam, NY

Date: 09/07/2023

6



Photo Pump House 1 A-Side

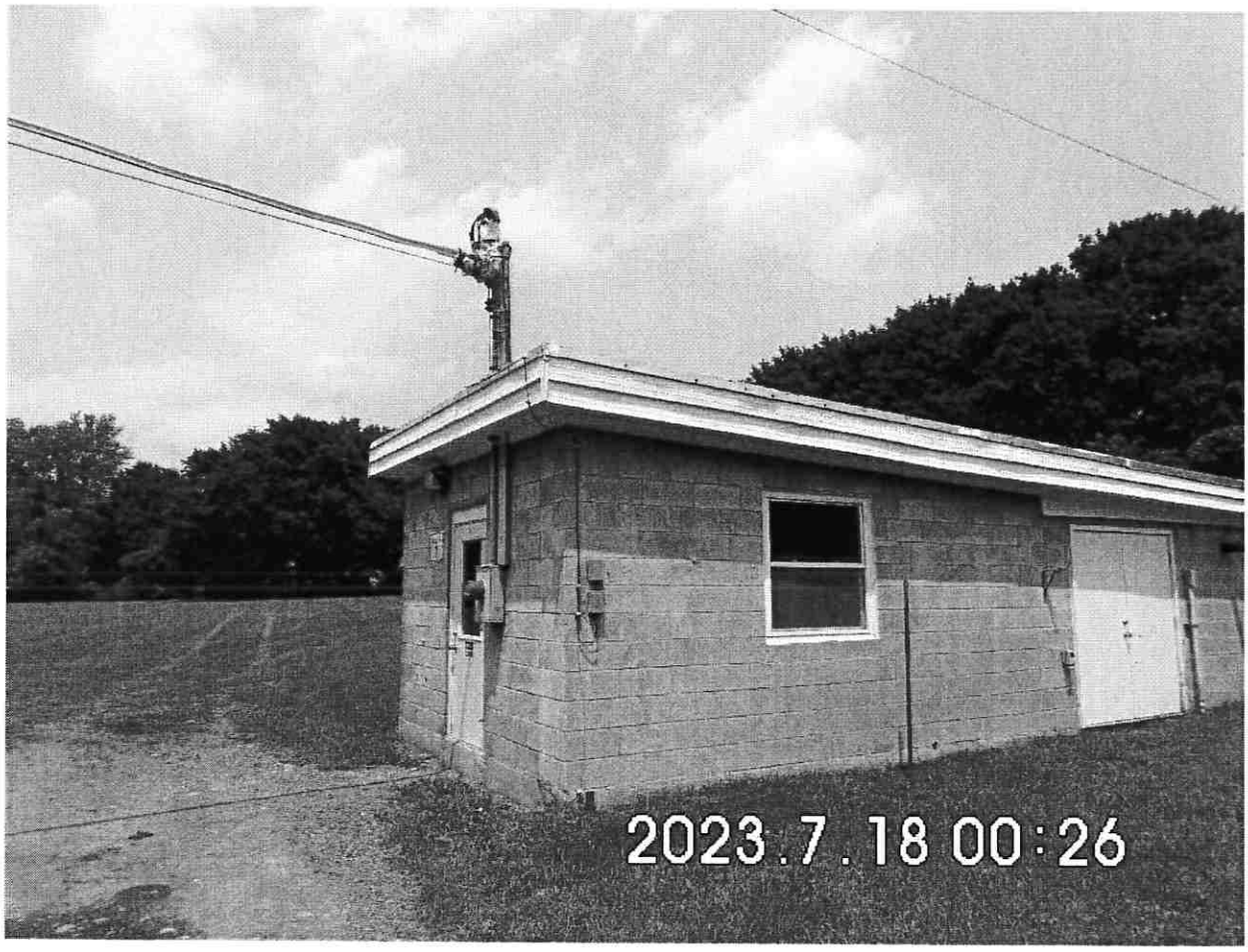


Photo Pump House 1 B-Side



Photo Pump House 2 A-Side



Photo Pump House 2 B-Side

DOCUMENT 002216

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - ASBESTOS PROJECTS

This supplement modifies the Instructions to Bidders.

Add the following:

27. CONDITION OF AWARD

27.1 As a condition of award, the following shall be transmitted to the Town of Rotterdam, Department of Public Works, 1100 Sunrise Blvd, Rotterdam, NY 12306 by certified mail by the apparent low bidder within 5 days after the bids are opened and by other bidders within 5 days after receiving a written request from the Office of the Town Supervisor for such a submission:

A copy of a valid asbestos-handling license issued by the New York State Commissioner of Labor to the contractor who will perform the Work of the asbestos project.

END OF DOCUMENT

DOCUMENT 002220

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS – WICKS EXEMPT

This Supplement modifies the Instructions to Bidders. Where any part of the Instructions to Bidders is modified by this supplement, the unaltered provisions of that part shall remain in effect.

4. PREPARATION OF BIDS

Add the following:

4.7 Each bidder on a public work contract, where the preparation of separate specifications is not required, shall submit with its bid the names of each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures (d) Asbestos abatement. After the low bid is announced, the names of such subcontractors submitted with the low bid shall then be announced.

4.7.1 **For electronic bids:**

4.7.1.1 Electronic bidding will not be used for this project.

4.7.2 **For paper bids:**

4.7.2.1 All bidders must complete a Contractor's List of Subcontractors (BDC 59). The form should be legible and it must be included, in a separate sealed envelope, with the other bid documents in the Bid Envelope. Bidders who plan to self-perform work must indicate this on Form BDC 59, as required.

4.7.2.2 Sign the Contractor's List of Subcontractors in the space provided. An officer or a principal of a corporation or a partnership signing for the firm shall print or type the title of the person on the line provided. The same procedure shall apply to the bid of joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required. All signatures must be original. Mechanically reproduced signatures or copies are not acceptable.

4.8 No contract will be awarded without a completed and signed Contractor's List of Subcontractors. Failure to submit, sign or provide Subcontractor's Agreed-Upon Amount on the BDC 59 will result in disqualification of the bid.

4.9 After bids are received, any changes by the low bidder to subcontractors or agreed-upon amounts to be paid to each subcontractor shall require the approval of the Contracting Officer pursuant to Section 135 of the State Finance Law. Submit any proposed changes on the Contractor's Proposal for Subcontractor Change Form (BDC 59.1). For changes proposed before award of the contract, send Form BDC 59.1 to the Designated Contact.

6. SUBMISSION OF BID

Change 6.2 to read:

6.2 Submit Bid Form, Bid Security, Form DCA-3 - ***Offerer Disclosure of Prior Non-Responsibility Determinations*** and Contractor's List of Subcontractors (Wicks Exempt), Form BDC 59.

Add the following:

6.2.2.1 Enclose completed Form BDC 59 in a separate sealed envelope, within the sealed Bid Envelope.

END OF DOCUMENT

DOCUMENT 003126

EXISTING HAZARDOUS MATERIAL INFORMATION

1.01 ASBESTOS SURVEY REPORT

Samples listed in the report were collected at the Project Site and tested for Asbestos Containing Materials (ACM). The report was compiled for New York State Office of General Services, Design and Construction Group by an ELAP certified laboratory. In order to determine the Asbestos content, samples were analyzed by polarized light microscopy (PLM) and/or transmission electron microscopy (TEM). The report is intended for the State design and estimate purposes only, and is included to provide bidders with that same information available to the State. The Bulk Samples are representative of Homogeneous Area (HA) and is defined as a suspect material of similar age, appearance, function and texture. All field information was organized in accordance with 40 CFR Part 763, Asbestos Hazard Emergency Response Act (AHERA). See the _Asbestos Investigation and Sampling Services report dated August 15, 2023 included in the Appendix for type, condition, location and approximate quantity of ACM.

END OF DOCUMENT

DETACH AND USE THIS FORM

BID FORM FOR:

ROOFING WORK
Replace Roofs
Pump House 1 & 2
1214 Main St.
Rotterdam, NY

Town of Rotterdam
Department of Public Works
1100 Sunrise Blvd.
Rotterdam, NY 12306

THIS IS A 4 PAGE BID FORM. ALL PAGES MUST BE COMPLETED.

THE TOWN OF ROTTERDAM RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY (AS DESCRIBED IN THE INSTRUCTIONS TO BIDDERS) IN THE AMOUNT STATED IN THE ADVERTISEMENT FOR BIDS.

The Undersigned agrees to complete the Work within the time stated in Section 011000 of the Specifications.

The Undersigned acknowledges his/her understanding of the social policy concerning minority and women business participation in the State building construction program, and pledges to cooperate with the State in the implementation of this policy, and further pledges to exert good faith efforts to achieve participation of minority and female employees.

The Undersigned certifies, as to each of the occupations listed in the Prevailing Rate Schedule applicable to this Project, the ability and willingness to exert good faith efforts to achieve the goal for minority and women workforce participation as set forth in the Supplementary Conditions.

The Undersigned certifies the ability and willingness to exert good faith efforts to achieve the goals for Minority and Women-Owned Business Enterprise and Service-Disabled Veteran-Owned Businesses participation as set forth in the Supplementary Conditions.

The Undersigned declares that the Bidding and Contract Documents have been carefully examined and that all things necessary for the completion of the Work shall be provided.

The Undersigned agrees that the bid security shall be subject to forfeiture if this bid is accepted by the Town of Rotterdam, and he/she does not submit executed copies of the Agreement WITHIN TEN (10) DAYS OF RECEIPT OF A WRITTEN REQUEST TO PROVIDE SUCH AGREEMENT. A Performance Bond and a Labor and Material Bond, each in an amount equal to the contract sum, shall be supplied with the executed Agreement and shall be the statutory form of public bonds required by Sections 136 and 137 of the State Finance Law.

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(4) This contract shall not cause or result in a violation of Section 801 (1)(2) of the General Municipal Law which states: " (1) no municipal officer or employee shall have an interest in any contract with the municipality of which he is an officer or employee, when such officer or employee, individually or as a member of a board, has the power or duty to (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder (b) audit bills or claims under the contract, or (c) appoint an officer or employee who has any of the powers or duties set forth above and (2) no chief fiscal officer, treasurer, or his deputy or employee, shall have an interest in a bank or trust company designated as a depository, paying agent, registration agent or for investment of funds of the municipality of which he is an officer or employee." And Town Code 31-13(A)(B) which states: "No municipal officer or employee may have an interest in a contract that is prohibited by § 801 of the General Municipal Law of the State of New York."

(5) The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with Town of Rotterdam's procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b).

(6) The bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (NYS Iran Divestment Act of 2012). The list can be viewed at the following link:

https://ogs.ny.gov/iran-divestment-act-2012

(7) Will New York State Businesses be used in the performance of this contract (refer to Document 007324)?

Yes ☐ No ☐

(8) The New York State Human Rights Law (Human Rights Law), Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

(9) In accordance with State Finance Law § 139-l, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

(10) In accordance with Section 165(5) of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable):

1. have business operations in Northern Ireland Yes ☐ No ☐ and if yes:

2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.

Yes ☐ No ☐

The Undersigned acknowledges receipt and review of all Addenda to the Contract Documents on the above website, listed by number in the space below:

_____

_____

_____

The Undersigned acknowledges that this project is a Wicks-Exempt project and he/she has followed all instructions on Document 002220, including those for proper completion and submission of the BDC 59 Wicks Exempt List of Subcontractors form. Further, they understand that any failure to meet those requirements will result in a disqualification of the bid.

The Undersigned proposes to perform the Work required for this project in accordance with the Contract Documents for the following amount:

BID AMOUNT

1.	All Work	$_____.00
2.	Allowance(s) (Not Applicable)	$_____0.00
	Total Bid Amount (Sum of 1. & 2.)	$_____.00

BID AMOUNT

1.	All Work except Allowance(s)	$_____.00
2.	Allowance(s) (Not Applicable)	$_____0.00
	Total Base Bid Amount (Sum of 1. & 2.)	$_____.00

Is your firm a NYS-Certified Minority and Women-Owned Business Enterprise (MWBE)?

Yes ☐ No ☐

MWBE Certification file No. _____

SIGN BID HERE _____
Authorized Signature

PRINT NAME OF SIGNER _____

TITLE OF SIGNER _____

OFFICIAL COMPANY NAME _____

MAILING ADDRESS _____
Street

_____
City State Zip

TELEPHONE NO. _____ FAX NO. _____
Area Code Area Code

E-MAIL ADDRESS _____

*****

NEW YORK STATE OF OPPORTUNITY. Office of General Services

Design and Construction
AN ISO 9001:2008 CERTIFIED ORGANIZATION
Contract Administration, 35th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 474-0203

For Administrative Purposes Only

WICKS EXEMPT LIST OF SUBCONTRACTORS

Contract No.: _____

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks Law. Failure to submit this form correctly will result in disqualification of the bid.

Contractor's Name and Address: Federal ID No.	Project Description *(Project Title, Facility Name and Address)*:	Bid Date:	Total Contract Amt.:

Indicate ANY work to be ***self-performed*** by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e., ***no subcontractors*** will be used, please check this box ☐, skip to the bottom of this form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) ***only*** one.			General Description of Work	Subcontractor's Contract Amt.
	Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixture		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in ***a separate, sealed envelope*** within the bid envelope. Use Page 2 if needed.
Failure to complete this form accurately and in its entirety, in accordance with Document 002220, will result in disqualification of the bid.

Company Authorized Signature: _____ Title: _____ Date: _____

WICKS EXEMPT LIST OF SUBCONTRACTORS

Contract No.: _____

Subcontractor's Name, Address and Federal ID No.	Check (✓) ***only*** one.			General Description of Work	Subcontractor's Contract Amt.
	Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixture		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

FORM OF BID BOND - BID SECURITY
TOWN OF ROTTERDAM
DEPARTMENT OF PUBLIC WORKS

Sub. 3, Sec. 8 - Public Buildings Law

BE IT KNOWN, That _____

_____
(Name of Contractor)

_____
(Address)

(hereinafter called the "Principal") and _____
a corporation created and existing under the Laws of the State of _____ having its principal office in the City of _____ duly licensed as an insurance company in the State of New York, (hereinafter called the "Surety"), are held and firmly bound unto The People of the Town of Rotterdam (hereinafter called the "Town"), in the full and just sum of $8,500 good and lawful money of the United States of America, for the payment of which said sum of money, well and truly to be made, and done, the Principal binds themselves (himself, herself, itself), their (his, hers, its) heirs, executors and administrators, successors and assigns, and the Surety binds itself, its successors and assigns jointly and severally, firmly by these presents:

WHEREAS, the Principal has submitted to the Public Works Department of the Town of Rotterdam a proposal for _____,

AND

WHEREAS, the Principal intends to file this bond to guarantee that the Principal will execute a contract and furnish performance and labor and material bonds required by the terms of the Principal's proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the Principal shall promptly submit an executed agreement and furnish performance and labor and material bonds required by the terms of the Principal's proposal, then this obligation shall be null and void, otherwise to remain in full force and virtue.

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal fails to promptly submit an executed agreement and furnish performance and labor and material bonds required by the terms of the Principal's proposal, then the Surety itself, its successors and assigns, jointly and severally, shall pay the whole sum of money previously set forth in this document to the State.

IN TESTIMONY WHEREOF, the Principal has hereunto set their (his, hers, its) hand and seal and the Surety has caused this instrument to be signed by its Attorney-in-fact, _____
and its corporate seal to be hereunto affixed.
Signed, sealed and delivered in the presence of:

(Corporate seal
of Principal if a corporation)

_____ (L.S.)

_____ (L.S.)

Principal

_____ Company

(Corporate seal of Surety Co.) _____

_____

Attorney-in-fact

Witness _____

Name

_____

Name

(Acknowledgment by principal, unless it be a corporation)

STATE OF NEW YORK

SS.:

COUNTY OF _____

On this _____ day of _____20_____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

_____

Notary Public County

(Acknowledgment by principal, if a corporation)

STATE OF NEW YORK

SS.:

COUNTY OF _____

On this _____ day of _____20_____, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of the _____; the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

_____

Notary Public County

(Acknowledgment by Surety Company)

STATE OF NEW YORK

SS.:

COUNTY OF _____

On this _____ day of _____ 20_____, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of the _____; the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

_____

Notary Public County

Empire State Development

NEW YORK STATE'S SURETY BOND

Assistance Program Helps Small Business Contractors Secure Surety Bonding

What is the NYS Surety Bond Assistance Program?

The NYS Surety Bond Assistance Program (NYSBAP) provides technical and financial assistance to help contractors secure surety bonding. Contractors may be eligible to receive a guarantee of up to 30% to secure a surety bond line, bid bond or a performance and payment bond on state projects.

How does the NYS Surety Bond Assistance Program work?

To apply for financial assistance, small business contractors should review eligibility requirements and fill out a pre-application assessment available at the Empire State Development (ESD) website.

If the assessment indicates you are eligible to submit an application, proceed with the Application and submit the required forms.

Guarantees of up to 30% on a bond line or individual contract bid bonds and payment/performance bonds are available from Empire State Development. Being eligible for this program does not automatically ensure bonding. Approval is based on both underwriting by a surety company and ESD's credit assessment. Participating surety companies will make a credit determination in accordance with their internal underwriting standards.

Small businesses can also enroll to receive training and technical support on how to become bond-ready by using the Contact Information below. The classroom training is held throughout New York State.

Who is eligible?

- Applicant must be a NYS small business or MWBE with at least two years of business operation.
- Maximum bond line or project size is $2 million
- Minimum average gross revenue of $400,000 in the last two fiscal or calendar years and maximum gross revenue not to exceed $5 million in the most recent calendar or fiscal year.
- Minimum credit score of 600.
- Previous experience completing similar work to the contract opportunity being pursued.

Find Out More

If interested in training or financial support, please visit ESD's website:
http://esd.ny.gov/BusinessPrograms/BondingAssistance.html

For additional inquiries, please contact:
Ms. Huey-Min Chuang
Senior Director of Business & Economic Development
212-803-3238
BAP@esd.ny.gov

Offerer Disclosure of Prior Non-Responsibility Determinations

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

_____

Address: _____

_____

Name and Title of Person Submitting this Form: _____

_____

Contract Procurement Number: _____ Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature

Instructions for Completing the DCA-3

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

The Town of Rotterdam, Department of Public Works includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to the Town of Rotterdam, Department of Public Works unit conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by an offerer and will be required for any contract amendments over $15,000. This document must also accompany each Emergency Contract Bid Form.

TOWN OF ROTTERDAM

DEPARTMENT OF PUBLIC WORKS

DOCUMENT 007213
GENERAL CONDITIONS
AUGUST 2010 EDITION

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STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS - APPENDIX A 20

STANDARD CLAUSE FOR CONTRACTOR DEFAULT AND SURETY TAKEOVER - APPENDIX B 28

(Appendix A revised 06/2023)
(Articles 5, 10 and 21 revised in 01/2011)
(Article 23 corrected in 02/2017)

ARTICLE 1 - THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the Agreement, the Performance and Payment Bonds, the General Conditions, the Supplementary Conditions, Appendix A, the Drawings and Specifications, Addenda issued prior to the receipt of bids and all subsequent modifications and changes issued pursuant to the General Conditions.

1.1.1 The Performance and Payment Bonds are not a part of Single Trade Contract less than two hundred thousand dollars.

1.2 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral including the bidding documents.

1.3 The Contract may not be modified except in accordance with the General Conditions.

1.4 The project is designed in accordance with the Building Codes of New York State and its reference standards. In no instance shall the Contractor deviate from the contract documents except as provided for in the contract. The Contractor shall notify the State of any deviations or conflicts observed that may violate the Building Codes.

ARTICLE 2 - DEFINITIONS

2.1 The following terms shall have the meanings ascribed to them in this Article, wherever they appear in the Contract Documents.

2.2 The term "Agency" means the officer, board, department, commission, authority, fund or public benefit corporation executing the Agreement.

2.3 The term "Town" means the Town of Rotterdam.

2.4 The term "Comptroller" means the Comptroller of the Town of Rotterdam.

2.5 The term "Contracting Officer" means the Supervisor of the Town of Rotterdam, or their representative designated in writing.

2.6 The term "Contractor" means the person, firm or corporation executing the Agreement or the successor or assignee of the Contractor approved in writing by the Contracting Officer. If the text requires, the term includes the person, firm or corporation executing any Agreement in furtherance of the Project or the successors or assigns approved in writing by the Contracting Officer.

2.7 The term "days" means calendar days.

2.8 The term "Director" "Group Director" means the Town Engineer of the Department of Public Works of the Town of Rotterdam who will have general direction and supervision of the Work.

2.9 The term "Director's Representative" means the employee or agent of the Department of Public Works designated in writing by the Town Engineer as such. Under the general supervision of the Director, the Director's Representative shall have complete charge of the Work and shall exercise full supervision and direction of the Work. Where the Contract Documents specifically designate a person to perform a function or duty, that person shall be the Director's Representative but only for the performance of that function or duty. Where the word "directed" appears in the Contract Documents, the words "by the Director's Representative" shall be deemed inserted thereafter in each case except where it is obviously inappropriate in context.

2.10 The term "Group Director" means the Supervisor of the Town of Rotterdam.

2.11 The term "liquidated damages" means the amount of money to be assessed against the Contractor for delay in physical completion of the Work.

2.12 The term "physical completion" means the date upon which the Director's Representative certifies that all deficiencies noted on the Final Inspection List have been corrected and is evidenced by issuance of the Physical Completion Report.

2.13 The term "premises" means all land, buildings, structures and all other things of any kind located on or adjacent to the Site and owned, occupied or otherwise used by the State.

2.14 The term "product data" means manufacturer's catalog sheets, brochures, standard diagrams, illustrations, schedules, performance charts, test data, standard schematic drawings, specifications and installation instructions.

2.15 The term "Project" means Work at the same Site carried out pursuant to one or more sets of Contract Documents.

2.16 The term "provide" means furnish and install complete, in place and ready for operation and use.

2.17 The term "sample" means physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard which the

Contractor is required to meet and to show the quality, type, range of color, finish, and texture of the material intended to be furnished for the Work.

2.18 The term "shop drawing" means an original drawing prepared by a Contractor, subcontractor, supplier or distributor which illustrates some portion of the Work showing fabrication, layout, fitting or erection details.

2.19 The term "Site" means the area within the contract limit, as indicated by the Contract Documents, including all land, buildings, structures and other things located within those limits.

2.20 The term "State" means the State of New York.

2.21 The term "substantial completion" means that the Work or major milestones there of as contemplated by the terms of this contract are sufficiently complete so that the Work can be used for the purpose for which it is intended.

2.22 The term "Work" means all that which is required of the Contractor by the Contract Documents including labor, materials, tools and equipment.

2.23 The term "Offerer" shall mean the individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.

ARTICLE 3 - INTERPRETATION OF CONTRACT DOCUMENTS

3.1 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. It is not intended to include work not properly inferable from the Contract Documents.

3.2 Upon the Contractor's written request, the Director's Representative may issue written interpretation or drawings necessary for the proper execution or progress of the Work which interpretation shall be consistent with and reasonably inferable from the Contract Documents.

3.3 The language of the Contract Documents is directed at the Contractor unless specifically stated otherwise.

3.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

3.5 In the event of conflicting provisions in the Contract Documents, the drawings will take precedence over the specifications.

3.6 In the event of conflicting provisions within the drawings, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the less stringent will take precedence over the more stringent; if not resolved, the less expensive item will take precedence over the more expensive. On all drawings, figures take precedence over scaled dimensions.

3.7 In the event of conflicting provisions within the specifications, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the less stringent will take precedence over the more stringent; if not resolved, the less expensive item will take precedence over the more expensive.

3.8 If during the performance of the work, the Contractor identifies a conflict in the Contract Documents; the Contractor shall promptly notify the Director's Representative in writing of the conflict and advise as to the course of action the Contractor proposes to follow. The Director's Representative shall promptly acknowledge the notification in writing and advise the Contractor, pursuant to Paragraph 3.2 of these General Conditions, as to the interpretation to be followed in the performance of the Work.

ARTICLE 4 - SUBMITTALS

4.1 The Contractor and the Director shall adhere to the submittal and scheduling requirements specified in Division 01 - General Requirements.

4.2 The Contractor shall approve all submittals before submitting them. By such approval, the Contractor represents that it has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data and that it has checked and coordinated shop drawings, product data and samples with the requirements of the Contract Documents and that it has verified the completeness, correctness, and accuracy of the submittal.

4.3 The Director's approval of shop drawings, product data and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has previously informed the Director of any anticipated deviation utilizing the required deviation request form,at the time of submission. Written approval of the specific deviations as outlined on the request form shall be required. The Director's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data or samples.

4.4 Portions of the Work requiring shop drawings, product data, quality assurance information, or sample submittals shall not be commenced until the appropriate submittals have been approved by the Director.

4.5 The Contractor shall deliver to the Director, in the detail and form and at the time the Director shall require, information concerning the Contractor's operations and proposed operations upon the Project all in accordance with Division 01 - General Requirements.

4.6 During the term of this Project, the Director may require any Contractor to modify any schedules which it has submitted either before or after they are approved so that the Work of any contract in furtherance of the Project may be properly progressed and so that changes in the Work or the work of related contracts is properly reflected in the schedules.

4.7 Where indicated under the specific submittal requirements of the specifications, a re-evaluation fee of $250.00 will be assessed against the Contractor for each re-evaluation required of any submittal package that is deemed incomplete, or lacking appropriate content or required format as required by the individual specification section.

ARTICLE 5 - MATERIALS AND LABOR

5.1 All materials, equipment and articles used permanently in the Work which become the property of the State shall be new unless specifically stated otherwise.

5.2 Asbestos Free Materials: All materials used for construction shall be free of asbestos containing materials unless the materials containing the asbestos have been previously approved for use by the State. If asbestos is found in installed products not previously approved by the State, then it will be the responsibility of the contractor to abate the asbestos containing material and replace the work with new asbestos free materials at no cost to the State of New York in compliance with the requirements of the contract.

5.3 Except where specifically provided otherwise, whenever any product is specified by brand name, i.e., manufacturer's or supplier's name or trade name and catalog or model number or name, the intent is not to limit competition but to establish a standard of quality which the Director has determined is necessary. The words "or equal" shall be deemed inserted in each instance. The Contractor may use any product equal to that named in the Contract Documents which is approved by the Director and which meets the requirements of the Contract Documents providing the Contractor gives timely notice of the Contractor's intent in accordance with the submittal and scheduling requirements of Division 01 - General Requirements.

5.4 The Contractor shall have the burden of proving at the Contractor's own cost and expense, to the satisfaction of the Director, that the proposed product is equal to the named product. The Director may establish criteria for product approval. The Director shall determine with absolute discretion whether a proposed product is to be approved.

5.5 If the Contractor fails to comply with the provisions of this Article, or if the Director determines that the proposed product is not equal to that named, the Contractor shall supply the product named.

5.6 The Contractor shall have and make no claim for the extension of time or for damages because the Director requires a reasonable period of time to consider a product proposed by the Contractor or because the Director disapproves such a product.

5.7 Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments to contingent Work, whether the contingent Work be the Work of its contract or the Work of other Contractor's, necessary to accommodate the option or "or equal" product it selects without extra or additional cost.

5.8 Royalties and Patents: The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the State harmless from loss on account thereof, except that the State shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer is specified.

ARTICLE 6 - CONTRACTOR'S SUPERVISION

6.1 The Contractor shall designate in writing competent supervision and/or management representatives as required below to represent the Contractor at all times with authority to act for the Contractor. All Direction given to the Contractor's Representatives shall be as binding as if given to the Contractor. A Superintendent or Project Manager shall be classified as management representatives included in the Contractor's overhead and shall perform management, supervisory and/or administrative tasks (non labor) only. Individuals listed under this Article shall have the ability to effectively communicate (verbal and written) with all parties associated with the administration/supervision of this contract.

6.1.1 For contracts valued up to $500,000 the contractor shall provide a supervisor for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work.

6.1.2 For contracts valued from $500,000 to $2,000,000 the Contractor shall provide a Superintendent

for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct and schedule the Work, shall attend all project meetings, shall coordinate the Work of subcontractors, and make purchase and cost decisions on behalf of the Contractor.

6.1.3 For contracts valued from $2,000,001 to $5,000,000 the contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Contractor shall also provide a Project Manager who shall attend project meetings, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. The Contractor shall provide required information to the Director's Representative for the Project Schedule.

6.1.4 For contracts valued from $5,000,001 to $10,000,000 the contractor shall provide a Project Manager and Superintendent for the Contractor's staff that shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations.

6.1.5 For contracts valued for more than $10,000,000 the contractor shall provide a Project Manager and Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. If at any time there are more than five subcontractors performing work on the site simultaneously an additional Superintendent is required coordinate their Work.

6.2 Should the Director deem any employees of the Contractor incompetent or negligent or for any cause unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the Work.

6.3 Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Director in writing the name of each proposed subcontractor and supplier and obtain the Director's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Director or Contracting Officer without causing delay in the work of the Project. The Contractor shall promptly furnish such information as the Director or Contracting Officer may require concerning the proposed subcontractor's and supplier's ability and qualifications, and Minority/Women Owned Business Enterprises Status. Each request for approval of a subcontractor whose subcontract will be valued at $10,000.00 or more shall also be accompanied by a NYS Vendor Responsibility Questionnaire - For-Profit Construction properly completed and executed by the proposed subcontractor.

6.4 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

6.5 The Contractor shall be responsible for informing its subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to the General Conditions, Supplementary Conditions, the Drawings and Specifications, Appendix A, and changes made by Addenda.

ARTICLE 7 - USE OF PREMISES

7.1 If the Premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the Premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business.

7.2 Any request received by the Contractor from any source other than the Director or the Director's Representative to change the Work or its sequence shall be referred to the Director's Representative for determination.

7.3 The Contractor, its subcontractors and their employees shall not have access to or be admitted to any area of the Premises outside the Site except with the written permission of the Director's Representative.

ARTICLE 8 - PERMITS AND COMPLIANCE

8.1 The Contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work at no additional cost.

ARTICLE 9 - INSPECTION AND ACCEPTANCE

9.1 The Director's Representative will inspect and test the Work at reasonable times at the Site, unless the Director determines to make an inspection or test at a place of production, manufacture or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the Contract. Such inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Director to reject the completed Work.

9.2 The Contractor shall, without charge, promptly correct any Work the Director's Representative finds does not conform to the Contract Documents unless in the public interest the Director consents to accept such Work with an appropriate adjustment on the Contract sum and/or to any terms and conditions of the Contract. The Contractor shall promptly remove rejected material from the Premises.

9.3 If the Contractor does not promptly correct rejected Work including the work of other sub-contractors destroyed or damaged by removal, replacement, or correction, the Director may (1) correct such Work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with Article 13 of the General Conditions.

9.4 The Contractor shall furnish promptly without additional charge all facilities, labor, material and equipment reasonably needed to perform in a safe and convenient manner such inspections and tests as the Director's Representative requires.

9.5 The Contractor shall keep the Director's Representative informed of the progress of the Contractor's Work and particularly when the Contractor intends to cover Work not yet inspected or tested. All inspection and tests by the Director's Representative shall be performed in such manner as not to unreasonably delay the Work.

9.5.1 The Contractor shall be responsible for all required tests and appropriate test schedules, approvals and inspections pursuant to the Contract Documents.

9.5.2 The Contractor shall be back-charged with any cost of inspection when the Work is not ready at the time specified by the Director's Representative for inspection, or for deficient work that shall require re-testing.

9.6 Should the Director's Representative determine at any time before acceptance of the entire Work to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, materials and equipment to conduct such inspection, examination or test. If such Work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract Documents, the Contractor shall be compensated for the additional services involved in such examination and reconstruction by order on contract and, if completion of the Work has been delayed thereby, shall receive a suitable extension of time.

9.7 No previous inspection or certificates of payment shall relieve the Contractor from the obligation to perform the Work in accordance with the Contract Documents. The final payment shall not relieve the Contractor of the responsibility for failing to comply with the Contract Documents.

9.8 The Contractor shall remedy all defects, paying the cost of any damage to other work or property of the State resulting there from, which shall appear within a period of one year from the date of physical completion.

9.9 Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

9.9.1 Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for

damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

9.9.2 This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

ARTICLE 10 - ORDERS ON CONTRACT (CHANGE ORDERS)

10.1 The Town may make changes by altering, adding to or deleting from the Work, and adjusting the Contract sum accordingly. All changed Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the order on contract. Any change in the Contract sum or time for completion of the described work of the order on contract shall be contained in the order on contract. Any change in schedule resulting from an order on contract will be issued in accordance with the provisions of Paragraphs 4.6 and 13.5 of these General Conditions.

10.2 No written or oral instructions shall be construed as directing a change in the Work unless in the form of an order on contract signed by the Contracting Officer. The order on contract shall describe or enumerate the Work to be performed, state the amount (if any) to be added to or deducted from the Contract sum and state the time allowed (if any) for the performance of the changed work. If the extent or cost of the Work is not determinable until after the changed Work is performed, the order on contract shall specify the method for determining the cost and extent of the changed Work when completed. If the Contractor disagrees as to any element of the order on contract, the Contractor shall promptly indicate such disagreement in writing by certified mail directed to the Contracting Officer and shall promptly proceed in accordance with the order on contract. The Contractor's letter of disagreement shall identify by number the order on contract with which the Contractor is disagreeing, the elements with which the Contractor disagrees and a statement as to why there is a disagreement on each element. The letter of disagreement shall be accompanied by documentation of every material element of the Contractor's basis for disagreement. The Contracting Officer shall promptly review the Contractor's letter and supporting documentation and advise the Contractor in writing of any modifications to the order on contract or of the confirmation of the order on contract as issued. The Contracting Officer may, in the exercise of discretion, conduct informal discussions or meetings with the Contractor and/or State Officials, employees or agents prior to rendering a decision.

10.3 If the Contractor is required to perform Work for which the Contractor believes it is entitled to an order on contract, the Contractor shall give the Director prompt written notice and await instructions before proceeding to execute such Work. The Contractor shall thereafter proceed diligently with the performance of the contract in accordance with the Director's instructions. The Contractor shall maintain complete cost records including but not limited to time and payroll records, material invoices and delivery tickets, equipment rental and purchase invoices for itself and all subcontractors, suppliers and material-men when the Contractor performs work which the Contractor believes is extra or additional work. Failure to maintain such records shall waive any right to extra and additional costs beyond those costs supported by actual cost records.

10.4 The Contracting Officer shall determine the value of any order on contract by one or more of the methods provided in Division 01 - General Requirements.

10.5 Irrespective of the method used or to be used by the State in determining the value of a change order, the Contractor shall after receipt of a request, promptly submit to the State a detailed breakdown of the Contractor's estimate of the value of the omitted or extra work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every item that constitutes his proposal for the change. The State shall promptly respond to such submission.

10.5.1 The contractor shall submit a responsive cost proposal to the Director's Representative in proper form subject to the provisions of this Article. The contractor shall respond no later than 30 days from the date of a "request for proposal" from the Director's Representative. Should the contractor fail to respond or submit the required cost proposal within the 30 day requirement, the State shall determine a fair market value for the work proposed and will issue an order on contract or field order to the contract. The Contractor, by failing to respond or provide an acceptable proposal; waives any claim or rights to any extra and or additional costs as determined by the Contracting Officer.

10.6 Unless otherwise specifically provided for in a change order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

10.7 No order on contract which creates a liability on the State shall be binding unless approved by the Office of the State Comptroller.

ARTICLE 11 - SITE CONDITIONS

11.1 If the Contractor encounters subsurface or other latent physical conditions at the Site which differ substantially from those shown, described or indicated in such information provided by the State or from any information which is a public record and which subsurface or other latent physical condition could not have been reasonably anticipated from that information or from the Contractor's own inspection and examination of the Site, the Contractor shall give immediate written notice to the Director before any such condition is disturbed. The Director shall promptly investigate and, if it is determined that the conditions substantially differ from those which should have been reasonably anticipated, shall make such changes in the Drawings and Specifications as may be required. If necessary, the Contract sum and completion date shall be adjusted, to reflect any increase or decrease in the cost of, or time required for, performance of the Contract.

ARTICLE 12 - SUSPENSION OF WORK

12.1 The Director may order the Contractor in writing to suspend, delay, or interrupt performance of all or any part of the Work for a reasonable period of time as the Director may determine.

12.2 Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.

12.3 The Contractor specifically agrees that a suspension, interruption or delay of the performance of the Work pursuant to this Article for a period or periods not exceeding thirty days in total shall not increase the cost of performance of the Work of this Contract other than costs directly related to demobilization and remobilization for the Work, temporary services costs, equipment rental which cannot be practically suspended and temporary protection measures which are unusual but necessary.

ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE

13.1 All time limits stated in the Contract are of the essence of the Contract.

13.2 Termination for Cause.

13.2.1 If in the judgment of the Group Director, the Contractor fails or refuses to prosecute the Work in accordance with the Contract, or is failing to complete the Work within the time provided by the Contract, the Group Director may terminate the Contract by written notice. In such event, the Group Director shall order the surety to complete the Work.

13.2.2 If it is determined after the award of the contract that there exists any cause of so serious or compelling a nature, including but not limited to, submission to a contracting agency of a false or misleading statement on a NYS Vendor Responsibility Questionnaire, or in some other form in connection with a bid for or award of this or any other contract or a request for approval of a subcontractor, that it raises questions about the present responsibility of a contractor or subcontractor, the Group Director may terminate the Contract by written notice. In such event, the Group Director may or may not in his sole discretion, order the surety to complete the Work.

13.2.3 The Director will notify the Contractor and Surety that the State is considering declaring the Contractor in default and will arrange a hearing with the Contractor and the Surety to discuss methods of performing and completing the contract work.

13.2.4 If the State formally declares the contractor in default the State will demand upon the Surety to complete any and all remaining work pursuant to the terms of the Contract and the Surety Takeover Guidelines incorporated as Appendix B. The Surety may undertake to perform and complete the work itself, through its agents or through independent contractors approved by the State. The State will agree to pay the balance of the Contract price to the Surety in accordance with the terms and conditions of the Contract or to the designee authorized in writing by the surety upon acceptance of the Surety's completion plan pursuant to Appendix B. incorporated herein.

13.2.5 The surety agrees to complete any investigation into the default of the Contractor and advise the Group Director as to its intended course of action within ten days of receipt of the written notice of default. That notice will detail the underlying reasons for the default and provide pertinent documentation including the surety takeover guidelines of the Contracting Officer. Any request by a surety for execution of a takeover agreement, shall be delivered to the Contracting Officer for consideration, within the same ten day period. No changes in the terms and conditions of the Contract will be considered. All rights remedies and defenses of the parties are reserved and no rights, remedies or defenses of the parties are waived, by virtue of the surety's agreement to assume contract performance under the bond

13.2.6 The Surety may elect to forfeit the remaining penal sum of the Performance Bond within twenty days of notification of default by the State; with no additional penalties imposed, upon the execution of a release prepared by the State. The State will determine the value of the remaining Work based upon its investigation of the Work in place against payments

previously authorized. As soon as practical the Surety will tender payment therefore to the State.

13.2.7 If the surety fails or refuses to complete the Work within twenty five days of the notification of the contractors default or if the Surety fails or refuses to complete the work within the time frames allotted by the State, the Group Director may take over the Work and prosecute it to completion by contract publicly let or otherwise, and may take possession of and utilize in completing the Work, such of the Contractor's materials, equipment and plant as may be on the Site of the Work. Whether or not the right to terminate is exercised, the Contractor and the Surety shall be liable for any damage to the State resulting from the failure or refusal to complete the Work in accordance with the Contract or the failure to complete the Work within the time provided by the Contract.

13.2.8 Should the Surety fail to commence the work the Group Director will notify the Surety that the Town is considering declaring the Surety in default and will arrange a hearing with the Surety to discuss methods of performing and completing the contract work. It is the policy of the Department of Public works to let a Contract for the remaining work after the 21st day of the demand upon the Surety to complete the Work pursuant to the terms and conditions of the Contract, and the Performance Bond filed with the Town Comptroller.

13.3 The amount of Liquidated Damages shall be the product of $1,000.00 times the number of days of delay in physical completion of the work. Upon the assessment of such damages the State may withhold the sum of the damages contemplated from payments to avoid an overpayment to any firm where damages would apply.

13.3.1 If the Group Director terminates the Contract, damages shall consist of liquidated damages, if any, until the Work is physically completed, plus any increased costs occasioned the State in completing the Work.

13.3.2 If the Group Director does not terminate the Contract, the damages shall consist of liquidated damages, if any, until the Work is physically completed.

13.4 The Contract shall not be so terminated nor the Contractor charged with resulting damage if:

13.4.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers, and

13.4.2 The Contractor notifies the Director in writing of the causes of delay within ten days from when the Contractor knew or ought to have known of any such delay.

13.5 The Director will ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Director's judgment, the findings of fact justify such an extension, and the Director's findings of fact shall be final and conclusive on the parties.

13.6 If after notice of termination of the Contract, it is determined for any reason the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

13.7 The rights and remedies of the State provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

13.8 The Town, as defined in Article 2 of these General Conditions, reserves the right to terminate this contract in the event it is found that the certification filed by the offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the offerer in accordance with the written notification terms of the contract.

ARTICLE 14 - TERMINATION OF CONTRACTOR'S EMPLOYMENT FOR THE CONVENIENCE OF THE TOWN OF ROTTERDAM

14.1 The Group Director may terminate this Contract whenever the public interest so requires by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from such termination. The State shall pay the Contractor the sum of:

14.1.1 The costs actually incurred by the Contractor, subcontractors, and sub-subcontractors or their suppliers up to the effective date of such termination, and

14.1.2 The cost of settling and paying claims, provided the concurrence of the Contracting Officer is

obtained prior to agreeing to any such settlement, arising out of the termination of Work under subcontracts or orders exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the notice of termination of Work under this Contract, which amounts shall be included in the cost on account of which payment is made under 14.1.1 above, and

14.1.3 An amount determined by adding to the amount of the costs under 14.1.1 above a sum equal to 20% (comprised of 10% overhead and 10% profit) thereof, provided, however, that if it appears that the Contractor would have sustained a documentable loss on the entire Contract had it been completed, an appropriate adjustment shall be made reducing the amount to be paid under this Article to reflect the indicated rate of loss.

14.2 In no event shall the Contractor's compensation exceed the total Contract amount.

14.3 The detailed estimate or amount of progress payments made to the Contractor prior to the day termination was effective shall not be conclusive evidence of costs incurred but progress payments shall be offset against any payment which the State makes to the Contractor as a result of such termination.

ARTICLE 15 - DISPUTES

15.1 The Contractor specifically agrees to submit, in the first instance, any dispute or disagreement relating to the performance of this Contract to the Group Director, who shall render a decision in writing and furnish a copy thereof to the Contractor. The Contractor agrees that this clause does not apply to any dispute or disagreement which involves delay, acceleration, interference or any other act or omission constituting a breach of contract; any matter relating to extensions of time, bonuses or liquidated damages; to the value of any order on contract or field order (issued pursuant to Division 01 - General Requirements); any termination for cause or convenience; or to termination costs allowable pursuant to contract.

15.2 The Contractor must request such decision in writing by certified mail no more than fifteen days after the Contractor knew or ought to have known of the facts which are the basis of the dispute or disagreement. Such writing shall identify the nature of the dispute or disagreement; identify the person who rendered the decision or interpretation involved and the date of the decision or interpretation with which the Contractor disputes or disagrees, attaching a copy of such decision or interpretation; contain a statement of the contractual basis for the dispute or disagreement; and identify the relief sought.

15.3 The Group Director may cause an investigation to be made of the circumstances involving the dispute or disagreement and may cause a fact-finding proceeding to be conducted before rendering the decision.

15.4 The Contractor agrees that the decision of the Group Director shall be final and conclusive. Nothing in this Contract shall be construed as making final the decision of any administrative official upon a question of law.

ARTICLE 16 - STATUTORY REQUIREMENTS FOR UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

16.1 Pursuant to Section 313 of Article 15-A of the Executive Law of the State of New York, the Director of the Division of Minority and Women's Business Development has promulgated rules and regulations (Parts 140 through 145 of Subtitle N of Title 9 New York Code of Rules and Regulations) (the "Regulations") for the purposes of ensuring that certified Minority and Women owned Business Enterprises shall be given the opportunity for meaningful participation in the performance of State contracts and to facilitate the award of a fair share of State contracts and subcontracts to such business enterprises.

16.2 The Contractor shall make a good faith effort to solicit active participation in the Work by enterprises identified in the directory of certified businesses obtainable from the Division of Minority and Women's Business Development, New York State Department of Economic Development.

16.3 The Contractor agrees, as a material condition of this contract, to be bound by the provisions of Section 316 of Article 15-A of the Executive Law of the State of New York which relates to the resolution of disputes which may arise under this Article.

16.4 The Contractor agrees to include the provisions of Paragraphs 16.2 and 16.3 of these General Conditions in every subcontract it enters into as to Work in connection with this Contract in such a manner that the provisions will be binding upon such subcontractor. However, the provisions of this paragraph shall not be binding upon the Contractor or its subcontractors in the performance of work or the provision of services that are unrelated, separate or distinct from this Contract as expressed by its terms.

16.5 The Regulations referred to in Paragraph 16.1 of these General Conditions require, among other things, that a bidder or proposer for a Town contract submit a utilization plan which shall identify certified Minority or Women Owned Business Enterprises which the bidder/proposer intends to use in connection with the performance of the proposed State contract. Such a utilization plan shall be submitted after bids are opened but prior to contract award.

16.5.1 Pursuant to the Regulations: (1) the Supervisor may require the submission by the Contractor of compliance reports relating to the implementation of and adherence to the utilization plan in performing the Contract; (2) the Supervisor shall allow the Contractor to apply for a partial or total waiver of the Minority and Women Owned Business participation requirements; (3) the Contractor may file a complaint with the Executive Director of the Division of Minority and Women's Business Development regarding a denial of a request for waiver of Minority and Women Owned Business participation requirements; (4) the Supervisor may file a complaint with the Executive Director of the Division of Minority and Women's Business Development in the event the Contractor fails to comply with the Minority and Women Owned Business participation requirements set forth in this Contract; and (5) the Supervisor may disqualify the Contractor's bid or proposal as being non-responsive for failure to remedy notified deficiencies contained in the Contractor's utilization plan after an administrative hearing on the record, reviewing all grounds for disqualification stated by the Supervisor and taking into consideration all the criteria set forth in Section 313 of the Executive Law.

16.5.2 The Contractor is referred to the entirety of the provisions of Section 316 of Article 15-A of the Executive Law of the State of New York and of the Regulations for the Contractor's full familiarization with their applicable provisions as terms of this Contract.

ARTICLE 17 - COORDINATION OF SEPARATE CONTRACTS

17.1 The Town may award other contracts which affect the Work of this Contract. In that event, the Contractor shall coordinate its Work with the work of other contractors in such manner as the Town may direct. Each contractor shall control and coordinate the work of its subcontractors, if any. The Town shall approve or require the modification of the work schedules of all contractors to the end that the Project may be progressed as expeditiously as the case permits.

17.2 If any part of the Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Director's Representative any defects in such work. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work.

17.3 The Director's Representative shall issue appropriate directions and take such other measures to coordinate and progress the Work as may be reserved to the State in the Contract, and which an ordinarily reasonable project owner in similar circumstances would be expected to take.

17.4 The award of more than one contract for the Project requires sequential or otherwise interrelated contractor operations, and will involve inherent delays in the progress of any individual contractor's work. Accordingly, the Town does not guarantee the unimpeded operations of any contractor. The Contractor acknowledges these conditions, and understands that the Contractor shall bear the risk of all delays caused by the presence or operations of other contractors engaged by the State and delays attendant upon any Town-approved construction schedule.

17.5 The Town shall not be liable for delays which occur by reason of any contractor's failure to comply with directions of the State or because of the neglect, failure or inability of any contractor to perform its work efficiently.

17.6 The Contractor shall defend, indemnify and hold the State harmless from any and all claims or judgments of damages and from costs and expenses to which the State may be subjected or which it may suffer or incur by reason of or based upon an allegation of the Contractor's failure to promptly comply with the directions of the Director's Representatives.

17.7 Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the Town for the performance of work upon the Site of work which may be necessary to be performed for the proper prosecution of the Work to be performed hereunder, or through any act or omission of a subcontractor of such contractor, the Contractor shall have no claim against the State for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provision which has been or will be inserted in the contract with such other contractors.

17.8 Should any other contractor having or who shall hereafter have a contract with the State for the performance of work upon the Site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the Town harmless from all such claims.

ARTICLE 17A - DELAYS

17A.1 For the purposes of this Contract, the term delay includes delay, disruption, interference, inefficiencies, impedance, hindrance and acceleration.

17A.2 The Contractor agrees to make claim only for additional costs as defined in Document 012200, section 1.01, paragraph H from causes listed below, attributable to delay in the performance of this contract, occasioned by any act or omission to act by the Town or any of its representatives. The Contractor also agrees that delay

from any other cause shall be compensated for solely by an extension of time to complete the performance of the work.

17A.2.1 The failure of the Town to take reasonable measures to coordinate and progress the work.

17A.2.2 Extended delays attributable to the State in the review or issuance of orders on contract or field orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple orders on contract, which constitute a qualitative change to the project work and which have a verifiable impact on project costs.

17A.2.3 The unavailability of the site for such an extended period of time which the Director determines to significantly affect the scheduled completion of the contract.

17A.2.4 The issuance by the Director of a stop work order relative to a substantial portion of work for a period exceeding thirty days.

17A.3 The Contractor shall provide "notice of claim" of an anticipated claim for delay to the Contracting Officer by personal service or certified mail no more than fifteen days after the Contractor knew or ought to have known of the facts which form the basis of the claim. The Contracting Officer shall acknowledge receipt of the Contractor's notice, in writing, within five days. The Contractor agrees that the Town shall have no liability for any damages which accrue more than fifteen days prior to the delivery or mailing of the required notice. The notice shall at a minimum provide a description of any operations that were, are being, or will be delayed, the date(s) and reasons for the delay, and, to the extent known, the information required by Paragraph 17A.6 of these General Conditions. In no case, shall oral notice to the Director's Representative or contracting officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. In no case, shall written notice to the Director's Representative or any other individual other that the Contracting Officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. The Contracting Officer is located at the following location:

The Supervisor's Office
1100 Sunrise Blvd.
Rotterdam, New York 12306

17A.4 Failure by the Contractor to adequately progress the completion of the work will be considered in determining the causes of delay. For any claim asserted under this Article, the Contractor shall keep detailed written records of the costs and shall make them available to the Contracting Officer at any time for the purposes of audit and review. Failure by the Contractor to provide the required written notice or to maintain and furnish records of the costs of such claims to the Contracting Officer shall constitute a waiver of the claim.

17A.5 The provisions of this Article apply only to claims for extra or additional costs attributable to delay and do not preclude determinations by the Director allowing reimbursement for additional costs for extra work pursuant to Article 10 of these General Conditions.

17A.6 REQUIRED CONTENT OF CLAIM SUBMISSION.

17A.6.1 As noted in Paragraph 17.A.3 of these General Conditions, all claims for delay shall be submitted in writing to the Contracting Officer and must be in sufficient detail to enable the Contracting Officer to ascertain the basis and the amount of each claim. The following information shall be provided by the Contractor upon request of the Contracting Officer if not previously supplied:

a. A description of the operations that were delayed, the reasons for the delay and an explanation of how they were delayed.

b. A detailed factual statement of the claim providing all necessary dates, locations and items of work affected by the claim.

c. An as-built chart, "Critical Path Method" scheme or other diagram or chart depicting in graphic form how the operations were or are claimed to be adversely affected including the report and conclusions of all engineering and scheduling experts or other consultants, if any.

d. The date on which actions resulting in the claim occurred or conditions resulting in the claim became evident.

e. A copy of the approved project schedule and a copy of the "notice of claim" required for the specific claim by Paragraph 17A.3 of these General Conditions.

f. To the extent known, the name, function, and activity of each State official, employee or agent, involved in, or knowledgeable about facts that gave rise to such claim.

g. The name, function, and activity of each Contractor or subcontractor officer, or employee, involved in, or knowledgeable about facts that gave rise to such claim.

h. The identification of any pertinent documents, and the substance of any material oral communication relating to such claim.

i. The amount of additional compensation sought and a breakdown of that amount into the categories specified in Division 01 - General Requirements.

j. If an extension of time is also requested, the specific number of days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

17A.7 REQUIRED CERTIFICATION OF CLAIMS.

17A.7.1 When submitting any notice of claim or claim data, the Contractor must certify in writing and under oath:

a. That supporting data is accurate and complete to the Contractor's best knowledge and belief;

b. That the amount of the claim and the claim itself accurately reflects what the Contractor in good faith believes to be the State's liability.

17A.7.2 If the Contractor is an individual, the certification shall be executed by that individual. If the Contractor is not an individual, the certification shall be executed by a company official in charge of the Contractor's operations pertaining to this contract or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

17A.7.3 Failure to timely comply with any of the requirements of Article 17A for the submission of any claim for delay may constitute grounds for denial of such claim.

ARTICLE 18 - RESPONSIBILITY FOR DAMAGE

18.1 The Contractor shall faithfully perform and complete all of the Work required by the Contract, and has full responsibility for the following risks:

18.1.1 Loss or damage, direct or indirect, to any property owned by the Town or to the Work including the building or structure in which the Work is being performed, or any other construction in progress whether being performed by any other contractor or the State, or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Director under this Contract or any other contract. The Contractor shall bear all such risk of loss or damage, until all of the Work covered by the Contract has been finally accepted. In the event of such loss or damage the Contractor shall forthwith repair, replace, and make good any such loss or damage without additional cost.

18.1.2 Injury to persons (including death resulting there from), or damage to property caused by an occurrence arising out of the performance of this Contract for which the Contractor may be legally liable under the laws of torts.

18.2 The Contractor, however, shall not be responsible for damages resulting from faulty design or from willful acts of State officials or employees or from negligence resulting solely from acts or omissions of the State, its officers or employees. Nothing herein shall vest in third parties any right of action beyond such as may legally exist irrespective of this Article.

18.3 The Contractor shall indemnify and save harmless the Ton, its employees and agents from suits, actions, damages, and costs of every name and description relating to the performance of this Contract during its prosecution and until the acceptance thereof, and the State may retain such moneys from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the Town. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the Town to retain the whole or any part of such moneys due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, subcontractor or the Town.

ARTICLE 19 - INSURANCE - BUILDER'S RISK, LIABILITY AND WORKERS' COMPENSATION

19.1 Before commencing the Work and until the established Physical Completion date, all insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; and the Contractor shall furnish to the Contracting Officer a Certificate of Insurance in a form satisfactory to the Contracting Officer showing that the Contractor has complied with this Article. Insurance shall be maintained with insurance carriers licensed to do business in New York State and acceptable to the Contracting Officer; shall be primary and non-contributing to any insurance or self insurance maintained by the Town of Rotterdam; and shall be endorsed to provide written notice be given to the Contracting Officer at least thirty days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail, any notice shall be addressed to:

The Supervisor's Office
Town Of Rotterdam
1100 Sunrise Blvd
Rotterdam, New York 12306

19.1.1 The endorsement shall name The People of the Town Of Rotterdam, its officers, agents, employees and the assigned construction manager as additional insureds there under. This additional insured shall be primary and non-contributory. (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85 and a copy of which shall be furnished along with the Certificate of Insurance.) The Contracting Officer may modify the provisions of this Article when deemed in the best interest of the State by order on contract or field order.

19.1.2 The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect on an occurrence form, the following insurance with limits not less than those described in this article, and as required

by the terms of this Contract, or as required by law, whichever is greater. If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

19.1.3 The Contractor shall be solely responsible for the payment of all deductibles and Self Insured Retentions.

19.1.4 Not less than thirty days prior to the expiration date or renewal date of any insurance policies reflected on such certificates, the Contractor shall supply OGS updated replacement Certificates of Insurance, and amendatory endorsements.

19.2 The kinds and amount of insurance is as follows:

19.2.1 Workers' Compensation Insurance and Disability Benefits Law. A policy covering the obligations of the Contractor in accordance with the Workers' Compensation Law and the Disability Benefits Law covering all operations under the Contract, whether performed by the Contractor or by its subcontractor.

19.2.2 Commercial General Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than $2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability resulting in Bodily Injury, Property Damage, Personal Injury or loss of use arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

19.2.3 Comprehensive Business Automobile Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than $2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

19.2.4 Builder's Risk: The Contractor shall be liable for any and all damages and losses to the Project prior to the Town of Rotterdam's acceptance of the Project as fully completed except that the Contractor shall not be liable for:

19.2.4.1 Losses covered by the Builder's Risk property insurance provided by the Town of Rotterdam; except that the Contractor shall be liable for the applicable deductible.

19.2.4.2 All policies shall be issued by insurance companies licensed to conduct such business under the laws of the State of New York, shall be written for the benefit of the State of New York and for the Contractor as their interests may appear, and shall run until the contract physical completion date. The Town of Rotterdam must be listed as loss payee pursuant to this policy. Policies expiring on a fixed date before physical completion must be renewed and re-filed not less than thirty days before such expiration date.

19.2.5 If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance including asbestos, lead or mold, and those as defined by applicable State and federal laws and regulations, the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than $5,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractor's work. The State of New York shall be named as additional insured and this shall be primary.

19.2.5.1 If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

19.3 The Contractor may provide the required proof of insurance on industry forms provided that no other endorsements exclude, delete or restrict those coverage's provided for by this article. It is required that companies affording coverage list the company name in full as filed with the New York State Insurance Department. The contract number and project location must be provided in order to approve the certificate.

19.4 Should the Contractor fail to provide or maintain any insurance required by law the Contract will be considered null and void. Further, no contractor is permitted to access the project site without providing proof of proper insurance to the Contracting Officer or his designated representative. No payments will be authorized by the Contracting Officer to any firm who fails to comply with the provisions of this Article.

ARTICLE 20 - OCCUPANCY PRIOR TO COMPLETION AND ACCEPTANCE

20.1 The State shall have the right to take possession of or use any completed or partially completed portion of the Work. Written notice of such possession shall be given to the Contractor by the Director. The notice shall identify the date when such possession shall commence and the area, equipment or system involved. Written notice shall also be given the Contractor for any cessation of such possession by the State. Such possession or use shall not be deemed an acceptance of any Work. While the State is in such possession, the Contractor, notwithstanding the provisions of Article 18 of the Contract, shall be relieved of the responsibility for loss or damage to the Work except for that resulting from the Contractor's fault or negligence. If such possession or use by the State delays the progress of the Work or causes additional expense to the Contractor, an adjustment in the Contract price and/or the time of completion shall be made and the Contract modified in writing accordingly. The provisions relating to an adjustment in the Contract price or the time of completion contained in this paragraph shall not apply to occupancy or possession after Substantial Completion.

ARTICLE 21 - PAYMENT

21.1 The Contractor shall submit monthly, or at more frequent intervals if permitted in writing by the Contracting Officer, a requisition for a progress payment to the designated payment office for Work performed and materials furnished up to the date of the requisition, less any amount previously paid to the Contractor. Except as otherwise provided by this Contract, the Contracting Officer shall approve and cause to be paid the requisition for the progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged and less any amount authorized by law to be retained. The requisition shall be in such form and supported by such evidence as the Contracting Officer may reasonably require. The designated payment office is listed as follows:

Department of Public Works
100 Sunrise Blvd
Rotterdam, New York 12306

21.1.1 For those contracts designated as Labor and Material reimbursement or similar type contracts, the contractor shall submit to the Department of Public Works no later than 60 days from the period of when the work occurred, acceptable proof of labor and material costs specific to the approved scope of work as verified by the Directors Representative, to the Contracting Officer for audit, verification and approval prior to the submission of any payment. The Department of Public Works is located at the following location:

Department of Public Works
1100 Sunrise Blvd.
Rotterdam, New York 12306

21.1.2 The submittal of cost for reimbursement to the Contractor shall be in such form and supported by such evidence as the Director's Representative may reasonably require.

21.1.3 For those contracts designated as Electronic Contractor Requisition (ECR) eligible, if the contractor agrees to participate (participation is not mandatory – a contractor may still elect to submit paper requisitions) , the contractor shall provide an Electronic Contractor Requisition (ECR) Program Certification form which shall become part of this agreement. The contractor further certifies that the individual certifying the requisition is duly authorized to undertake requisitioning transactions. The contractor understands that the State will rely on the information disclosed in the contractor's requisition consistent with all of the provisions of this Article. A contractor need not submit electronic requisitions in order to receive electronic payments.

21.2 The Town Engineer may refuse to approve the requisition or a portion of it if the Contractor is failing or refusing to prosecute the Work in accordance with the Contract.

21.3 Payment will be made for approved materials not yet incorporated in the Work which are in short and/or critical supply and for materials determined to be specifically fabricated for the project. Requisitions which require payment for materials shall be accompanied by a notarized statement certifying that the materials for which payment is requisitioned are the Contractor's property and have been suitably stored and insured. The Contractor shall provide such evidence of the value of the material stored as the Town Engineer may reasonably require. The Contractor shall have full continuing responsibility to insure and protect such materials and maintain them in proper condition to fulfill Contract requirements when installed.

21.4 When the Work or major milestones thereof as contemplated by the terms of this Contract are substantially completed, the Contractor shall submit to the Town Engineer a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition the Contracting Officer shall, except as otherwise provided by this Contract, approve and cause to be paid the remaining amount of the Contract balance less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of Work are satisfactorily completed or corrected, the Contracting Officer shall cause to be paid, upon receipt of a requisition, for these remaining items less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

21.5 No more than 60 days after the issuance of the Physical Completion Report, the Contractor shall submit to the Contracting Officer or his designated representative a requisition for payment of the remaining Contract balance. Upon receipt of this requisition, the Contracting Officer shall, except as otherwise provided by this Contract, approve and cause such requisition to be paid less any amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. The Contractor waives any claim or right to payment of any contract balance which has not been requisitioned for payment within 60 days of the issuance of the Physical Completion Report.

21.6 The final certificate letter will not be issued until all the labor and material required by the Contract has been furnished and completed, all disputes and claims relating to the performance of the Contract considered and disposed of and all accounts for extra work and materials and allowances for omissions have been rendered and considered. The Contractor waives any claim or right to additional compensation which has not been submitted in writing via certified or registered mail to the Contracting Officer pursuant to Article 17A, within thirty days of the issuance of the Physical Completion Report.

21.7 The final certificate letter will constitute the acceptance of the Work by the Town of Rotterdam, except as to Work thereafter found to be defective. The date of such certificate shall be regarded as the date of acceptance of the Work.

21.8 No payment will be made to a foreign Contractor until it furnishes satisfactory proof that it has paid all taxes required of foreign Contractors under the provisions of the New York State Tax Law. A foreign Contractor as used in this paragraph shall mean a Contractor denominated "foreign" by the New York State Tax Law.

21.9 The contractor is advised that consistent with Subdivision 3-a, of Section 220 of the Labor Law, the filing of certified payroll records is a condition precedent to payment of any sums due and owing to any person performing work on this project. The failure to file pursuant to this section will result in a payment delay until such time as the filing occurs.

21.10 The Contractor acknowledges that it will not receive payment on any requests for payment unless the contractor complies with the Town Comptroller's electronic payment deposit procedures. Payments requested by the contractor will only be facilitated via electronic deposit, except where the Contracting Officer has expressly authorized payment by paper check.

ARTICLE 22 - AUDITS AND RECORDS

22.1 The Supervisor, the Town Comptroller or their representatives shall have the right to examine all books, records, documents, and other data of the Contractor, subcontractors, material-men or suppliers relating to the bidding, pricing or performance of this Contract or any change or modification thereto for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. This right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein.

22.2 The above materials shall be made available at the office of the Contractor, subcontractors, material-men or suppliers at all reasonable times for inspection, audit or reproduction until the expiration of six years from the date of the final certificate for the Contract.

22.3 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for a period of six years from the date of any resulting final settlement.

22.4 Records which relate to the Disputes Clause of this Contract or litigation or the settlement of claims arising out of the performance of this Contract shall be made available until such appeals, litigation or claims have been disposed of.

22.5 The Contractor shall insert a clause containing all of the provisions of Paragraphs 22.1 to 22.4 of these General Conditions in all subcontracts or purchase orders issued hereunder.

22.6 The Contractor shall make available to the Contracting Officer, upon written request, all records required to be kept by this Contract or by Article 3-A of the Lien Law. The failure to provide said records upon the receipt of the written request shall bar any recovery for claimed extra or additional costs under this Contract.

ARTICLE 23 – LABOR LAW PROVISIONS

23.1 The contractor shall post, in a location designated by the State, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the Site, the Department of Labor notice that this Project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the State directs the contractor to post. The contractor shall provide a surface for such notices which is satisfactory to the State. The contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible

or removed for any reason. The contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete.

23.2 The contractor shall distribute to each worker for this Contract a notice, in a form provided by the State, that this Project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of contractor and all Subcontractors and all employees of Suppliers entering the Site. Such notice shall be distributed to each worker before he or she starts performing any Work of this Contract. At the time of distribution, the contractor shall have each worker sign a statement, in a form provided by the State, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by Paragraph 23.3 of these General Conditions.

23.3 The contractor shall maintain on the Site the original certified payroll or certified transcripts thereof which the contractor and all of its Subcontractors are required to maintain pursuant to New York Labor Law Section 220. The contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to Paragraph 23.2 of these General Conditions.

23.4 A contractor or subcontractor who is required under New York Labor Law Section 220 to maintain transcripts of payroll records must submit to the contracting agency a transcript of the original payroll record within thirty days of issuance of its first payroll and every thirty days, thereafter. The copy of the payroll record must be subscribed and affirmed as true under penalty of perjury. The copy must include the contract number and should be directed to the Director's Representative at the job site. The Directors Representative is hereby designated as the individual responsible for the receipt, collection and review for authenticity of payroll records filed for this contract, consistent with Article 23.4, General Conditions and subparagraph (iii) and (iv) Section 220 Labor Law.

23.5 In accordance with New York Labor Law §222-H, the contractor agrees where the total cost of all work to be performed under the contract is at least two hundred fifty thousand dollars; all laborers, workers, and mechanics employed in the performance of this contract on the public work site, either by the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States department of labor's occupational safety and health administration that is at least ten hours in duration.

23.6 In accordance with New York Labor Law § 220 (3) (a), the Contractor and every sub-contractor agrees to notify all laborers, workers or mechanics in their employ in writing of the prevailing rate of wage for their particular job classification. Such notification shall be given to every laborer, worker or mechanic on their first pay stub and with every pay stub thereafter. At the beginning of performance of every public works contract, and with the first paycheck after July first of each year, the Contractor and every sub-contractor shall notify all laborers, workers, and mechanics in their employ in writing, in accordance with such form as is prescribed by the department, of the telephone number and address for the department. The notice shall also inform each laborer, worker, or mechanic of his or her right to contact the department or some other representative if, at any time while working for the public works contractor or sub-contractor, he or she does not receive the proper prevailing rate of wages or supplements for his or her particular job classification that he or she is entitled to receive under the contract.

ARTICLE 24 - STATUTORY REQUIREMENTS FOR RESTRICTIONS ON CONTACTS DURING THE PROCUREMENT PROCESS AND DISCLOSURE OF CONTACTS AND RESPONSIBILITY OF OFFERERS MISCELLANEOUS PROVISIONS

24.1 New York State Finance Law §139-k requires that every procurement contract award subject to the provisions of State Finance Law §139-k or §139-j shall contain a certification by the offerer that all information provided to the procuring governmental agency with respect to State Finance Law §139-k is complete, true and accurate. The Contractor shall provide that certification in his contract or agreement.

24.2 New York State Finance Law

24.2.1 New York State Finance Law § 139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law § 163 (9). In accordance with State Finance Law § 139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law § 139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

24.2.2 As part of its responsibility determination, State Finance Law § 139-k(3) mandates consideration of whether an offerer fails to timely disclose or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete

information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. The required forms to be completed by the offerer must be submitted to the Governmental Entity conducting the government procurement. The Governmental Entity will have included the disclosure request in its solicitation of proposals or bid documents or specifications of contract documents, as applicable, for procurement contracts.

ARTICLE 25 – MISCELLANEOUS PROVISIONS

25.1 Appendix A, standard clauses for all N.Y. State contracts, is attached hereto and is made a part of this agreement as if set forth herein.

25.2 If, in carrying out this Work, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, then the Contractor shall install, maintain and effectively operate such appliances and methods during the life of this Contract; and in case of Contractor's failure to comply, as provided by Section 222-a of the Labor Law, the Contract shall be void.

25.3 RETAINED PERCENTAGES: The Contractor agrees that, if the Contract Documents for this Contract includes Performance and Payment Bonds, the Town shall retain five percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law. The Contractor further agrees that, if the Contract Documents for this Contract do not include Performance and Payment Bonds, the Town shall retain ten percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law.

25.4 DOMESTIC STEEL: The Contractor agrees, that if the value of this contract exceeds $100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

25.5 COMMENCEMENT OF ACTIONS: The time, as prescribed by law, within which an action on the contract against the Contractor must be commenced shall be computed from the completion of physical work. The Contractor may notify the Town in writing that the physical work of the contract has been completed by specifying a completion date, which date shall be no more than thirty days previous to the date of such notice. The completion date set forth in such notice shall be deemed the date of completion of the physical work unless the Town, within thirty days of receipt of such notice, notifies the Contractor in writing of its disagreement. Any notice pursuant to this paragraph shall be sent by the Contractor by Certified Mail and addressed to:

The Supervisor's Office
Contracting Officer
1100 Sunrise Blvd
Rotterdam, New York 12306

25.5.1 In the event that the Contractor fails to send the notice provided for herein or the State disagrees in the manner provided for herein, the date of completion of the physical work shall be determined in any other manner provided by law.

25.6 WORKER'S COMPENSATION LAW: In accordance with Worker's Compensation Law (WCL) §141-b (Suspension and Debarment), any person subject to a final assessment of civil fines or penalties or a stop-work order, or that has been convicted of a misdemeanor for a violation of WCL §§ 26 (Enforcement of Payment in Default), 52 (Effect of Failure to Secure Compensation) or 131 (Payroll Records), and any substantially-owned affiliated entity of such person, shall be ineligible to submit a bid on or be awarded any such public work contract or subcontract with the State, any municipal corporation or public body for a period of one (1) year from the final determination or conviction. Any person convicted of a felony under Article 8 (Administration) of the WCL, or a misdemeanor under WCL §§125 (Job Description Prohibited Based on Prior Receipt of Benefits) and 125-a (Civil Enforcement) shall be ineligible to submit a bid or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of five (5) years from such conviction.

25.7 ENVIRONMENTAL CONSERVATION LAWS: The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Law (ECL) section 19-0323, to be used under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification for a waiver under this law will be the responsibility of the Contractor.

25.8 REPORTING OF ILLEGAL ACTIVITY: During the term of the contract, the Contractor agrees to report any observed or suspected illegal activity of its employees, agents or other third parties, to the Contracting Officer at 518-355-7575, the Town Engineer, Town of Rotterdam Legal Services, the State Inspector General or other law enforcement agency. Failure to report criminal conduct associated with a contract awarded by the Department of Public Works, will be considered a material breach of the contract and may provide grounds for disqualification of the subject Contractor or Subcontractor for award of future contracts. The Contractor will include the provisions of this section in every subcontract, in such a manner that

the provisions will be binding upon each Subcontractor as to work performed in connection with the State contract.

APPENDIX A

STANDARD CLAUSES FOR TOWN OF ROTTERDAM CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the Town, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the Town shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the Town's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the Town Comptroller where the original contract was subject to the Town Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The Town retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the Town. The Contractor may, however, assign its right to receive payments without the Town's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the Town agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the Town until it has been approved by the Town Comptroller and filed in his office. Comptroller's approval of contracts let by the Department of Public Works, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Department of Public Works is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or

permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Town of Rotterdam of any Town approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Town a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Town Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The Town shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Town's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Town with regard to this contract, any other contract with any Town department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Town for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Town shall exercise its set-off rights in accordance with normal Town practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Town shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate Town official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Town's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the Town to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Town contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Town shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the Town may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the town agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The town agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

1. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under the Performance Bond.

2. The Surety's obligation under this Bond shall arise after:

2.1 The Town has notified the Contractor and the Surety in writing that the State is considering declaring a Contractor in default, or

2.2 The Town has declared a Contractor in default and formally terminated the Contractor's right to complete the Contract, and

2.3 The Town has agreed to pay the Balance of the Contract Price to the Surety or to a Contractor selected to complete the Contract in accordance with the terms of the Contract with the State.

3. The Surety shall promptly and at its own expense, take the following actions:

3.1 Undertake to perform and complete the Contract, through its agent or retained contractor; according to the following schedule:

Day 1-10	Immediately begins its investigation Advises Department of Public Works(DPW) or its Representatives.
Day 10-25	Visits Site with Town Engineer's representatives to review the contract documents and completed work; and determines extent of acceptable Work.
Day 25-30	Submits proposed completion contractor, completion plan, and CPM as required, for approval by the Department of Public Works.
Day 30-44	As completing contractor, the surety or its representative, presents its list of subcontractors to DPW for approval. Additionally an Insurance Certificate naming the Surety and completion Contractor as named insured must be submitted to the Contracting Officer prior to the beginning any completion of the Work. The completion plan and schedule is returned to Surety.
Day 45	Surety begins the Completion of the Work.

4. If the Surety does not proceed with reasonable promptness, the Surety shall be deemed to be in default on the Bond, and the Town shall be entitled to enforce any remedy available pursuant to the terms of the contract.

5. After the Town has terminated the Contractor's right to complete the Contract, and if the Surety elects to act then the responsibilities of the Surety to the Town shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Town to the Surety shall not be greater than those provided under the Contract. To the limit of the amount of this Bond, the Surety is obligated to correct defective work and complete the work of the Contract in a timely manner.

6. The penal sum of the Performance Bond furnished by the contractor to the Town, approved and filed with the Office of the Town Comptroller, in no way shall be impaired or affected by any other bond that may relate to the contract in question.

END OF DOCUMENT

DOCUMENT 007320

SUPPLEMENTARY CONDITIONS – WICKS EXEMPT

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 6 - CONTRACTOR'S SUPERVISION

Add the following:

6.7 After the contract is awarded, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the public owner, upon a showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of section two hundred twenty-two of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The Contracting Officer shall approve any such changes prior to the contractor's execution of such change.

END OF DOCUMENT

DOCUMENT 007322

SUPPLEMENTARY CONDITIONS - WORKERS' COMPENSATION

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

ARTICLE 19 - INSURANCE - BUILDER'S RISK, LIABILITY AND WORKERS' COMPENSATION

Add the following paragraphs to 19.2.1:

The contractor agrees that pursuant to WCL Section 141-b, this contract may be terminated if it is determined that at the time of either the bid submission or contract award, the contractor was, in fact, debarred by WCL Section 141-b, or was a substantially owned affiliate of a debarred contractor.

Additionally, the contractor agrees that it must replace, at no additional charge to the Town, any subcontractor who the Town or the contractor learns was debarred by WCL Section 141-b prior to or during the contract.

END OF DOCUMENT

DOCUMENT 007323

SUPPLEMENTARY CONDITIONS – VENDOR RESPONSIBILITY

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

ARTICLE 25 - MISCELLANEOUS PROVISIONS

Add the following paragraphs:

25.10 VENDOR RESPONSIBILITY: Contractor shall at all times during the Contract term remain responsible. Contractor agrees, if requested by the Supervisor of the Town of Rotterdam or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Supervisor of the Town of Rotterdam or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers any information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Supervisor of the Town of Rotterdam or his or her designee issues a written notice authorizing a resumption of performance under the contract.

Upon written notice to Contractor, and a reasonable opportunity to be heard with appropriate Town officials or staff, the Contract may be terminated by the Supervisor of the Town of Rotterdam or his or her designee at Contractor's expense where Contractor is determined by the Supervisor of the Town of Rotterdam or his or her designee to be non-responsible. In such event, the Supervisor of the Town of Rotterdam or his or her designee may complete the contractual requirements in any way he or she may seem advisable and pursue available legal or equitable remedies for breach.

In no case shall termination of the contract by the Town be deemed a breach thereof, nor shall the Town be liable for any damages or lost profits or otherwise, which may be sustained by Contractor as a result of such termination.

END OF DOCUMENT

DOCUMENT 007324

SUPPLEMENTARY CONDITIONS - ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 25 – MISCELLANEOUS PROVISIONS

Add the following paragraphs:

25.11 Encouraging New York State Businesses

New York State businesses have a substantial presence in Town contracts and strongly contribute to the economies of the Town and the state. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that all government entities benefiting from this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in Town contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The Town therefore expects bidders to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders can demonstrate their commitment to the use of New York State businesses by responding to the question shown below ***on the Bid Form for this project***:

Will New York State Businesses be used in the performance of this contract? _____ _____
Yes No

The successful bidder who answers "Yes" to this question on the bid form will be required to list the New York State business(es) that will be used on the **Contractor's List of Subcontractors/Suppliers** (Form BDC 329), which must be submitted within ***fifteen (15) days after award*** of the contract.

END OF DOCUMENT

DOCUMENT 007326

SUPPLEMENTARY CONDITIONS - ORDERS ON CONTRACT (CHANGE ORDERS)

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

ARTICLE 10 - ORDERS ON CONTRACT (CHANGE ORDERS)

Replace paragraph 10.1 with the following:

10.1 The Town may make changes by altering, adding to or deleting from the Work, and adjusting the Contract sum accordingly. All changed Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the order on contract. Any change in the Contract sum or time for completion of the described work of the order on contract shall be contained in the order on contract. The Contractor shall complete a time impact analysis (TIA) pursuant to specification section 013113 concurrently with the pricing of the order on contract. Potential time adjustments shall be determined based on the TIA with presented costs. If the Work of the order on contract impacts the substantial completion date, the Contractor must notify the Town Engineer's Representative prior to the negotiation of the order on contract and a time adjustment may be issued. If the Contractor does not develop a time impact analysis during the negotiation of an order on contract, the Contractor shall forfeit their right to a time adjustment.

Replace paragraph 10.5.1 with the following:

10.5.1 The contractor shall submit a responsive cost proposal to the Town Engineer's Representative in proper form subject to the provisions of this Article. The contractor shall respond no later than 15 calendar days from the date of a "request for proposal" from the Town Engineer's Representative with their cost proposal and time impact analysis (TIA). If the contractor believes additional time is required to prepare and submit a responsive proposal, a justification and proposed response duration must be submitted to the Town Engineer's Representative or his/her designated representative within 10 days from the date of a "request for proposal". If approved, the 10-day requirement will be extended as the Town may deem appropriate. Should the contractor fail to respond or fail to submit the required cost proposal within the 15-day requirement, the Town shall determine a fair market value for the work proposed and will issue an order on contract or field order to the contract. The Contractor, by failing to respond to a request for proposal or provide an acceptable and responsive cost proposal; waives any claim or rights to any extra and or additional costs and/or time as may be determined by the Contracting Officer, and the overrides resulting from this action will be limited to the values as set forth in section 012200.

END OF DOCUMENT

SECTION 011000

SUMMARY OF THE WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. The title and location of the Work is printed on the cover of this Project Manual.

B. Type of Contract: Fixed price.

1.02 SUBSTANTIAL AND PHYSICAL COMPLETION DATES

A. Substantially complete the Work within 45 days after the Agreement is approved by the Town Comptroller.
   1. The time allocated for the performance of work under this contract includes 10 days for notification of the Contractor of the Town Comptroller's approval of the Agreement.
   2. The approval of the Agreement by the Town Comptroller constitutes the filing of the Contract Documents as a public record and notice to the Contractor that a fully executed contract exists between the Contractor and the Town of Rotterdam.

B. Physically complete the Work within 10 days after the established Substantial Completion date.

1.03 CONTRACT AWARD SUBMITTALS

A. Submittal No. 1: Submit the CONTRACTOR'S LIST OF SUBCONTRACTORS-SUPPLIERS information not later than 15 days after approval of the Contract by the Town's Comptroller.

B. Submittal No. 2: Submit Preliminary Project Schedule related information noted in 013200 Construction Progress Documentation, within 15 days after approval of the Contract by the Town Comptroller for review by the Town Engineer's Representative.

1.04 RESTRICTED WORK PERIOD

A. Do not perform the roofing and related Work on or after December 1st and up to, but not including April 1st unless approved otherwise, in writing, by the Town Engineer's Representative. During this period, clear the roof of materials, equipment, and debris. Maintain the roof in a watertight condition.
   1. The above period will not be included in the number of days specified for completion of the Work.

B. The Work includes disturbance of roofing materials containing asbestos fibers. If a variance to Industrial Code Rule No. 56 is sought, do not perform the roofing

and related Work until the variance is received from the New York State Department of Labor.

1. If a variance is sought, the time required to obtain the variance will not extend the number of days specified for completion of the Work.
2. If a variance is sought, forward the required forms to the Department of Labor within 14 days after the Agreement is approved by the Town's Comptroller.

3. If a variance is sought, begin the roofing and related Work within 14 days of receipt of the variance.

1.05 ITEMS NOT INCLUDED

A. The following items shown on the Drawings are not included in this Contract:
   1. Items indicated "NIC" (Not in Contract).
   2. Existing construction, except where such construction is to be removed, replaced, or altered.

1.06 CONFINED SPACE

A. Not Applicable

1.07 OCCUPANCY

A. This is an occupied Facility; however, the building will be vacated during execution of the Work.

1.08 CONTRACTOR USE OF PREMISES

A. Work hours shall be as established by the Facility authorities through the Town Engineer's Representative.

B. Inform the Town Engineer's Representative of work area access requirements. The Town Engineer's Representative will coordinate and schedule the requirements with Facility staff to obtain and ensure timely availability of work areas.

C. The following items are not allowed on the Site or on Town premises.
   1. Firearms, ammunition, weapons, and dangerous instruments (other than tools required for the Work).
   2. Alcoholic beverages and persons under the influence of same.
   3. Cannabis and persons under the influence of same. Cannabis, as used herein shall refer to any form of cannabis that has psychoactive properties.
   4. Illegal controlled substances and persons under the influence of same.
   5. Cameras (except with written permission from the Town Engineer's Representative).

D. Store materials and perform the Work so that pedestrian and vehicular traffic is not obstructed.

E. Do not diminish the level of life safety during performance of the Work.

F. Be responsible and accountable for employees, suppliers, subcontractors, and their employees, with regard to their use of the premises. Direct them to comply with the Facility Regulations and with the security and traffic regulations.

G. Furnish Town authorities with a telephone number or method to contact the supervisor for the Work in case of an emergency after work hours, including weekends and holidays.

H. Comply with applicable federal and State of New York Right-to-Know Law provisions. Provide Safety Data Sheets (SDS) documents for products that have SDS data prior to use on the project site.
   1. Upload and maintain electronic SDS documents on the Submittals Website (SDS tab).
   2. SDS tab is organized by prime contracts. To be readily identified, name products with SDS by specification section number and product name.
   3. Supply and maintain one hard copy of the appropriate SDS on the project site and one hard copy with the Facility's Right-to-Know Information Officer.

1.09 REFERENCE SPECIFICATIONS AND STANDARDS

A. Comply with the requirements of the various specifications and standards referred to in these Specifications, except where they conflict with the requirements of these Specifications. Such reference specifications and standards shall be the date of latest revision in effect at the time of receiving bids unless the date is given.

1.10 LAYING OUT

A. Examine the Contract Documents thoroughly and promptly report any errors or discrepancies to the Director's Representative before commencing the Work.

B. Lay out the Work in accordance with the Contract Documents.
   1. Layouts, which require the establishment of property lines or monuments, shall be performed by a Land Surveyor licensed by New York State.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 011100

SAFETY

PART 1 GENERAL

1.01 SUMMARY

A. This section requires compliance with applicable Safety codes, standards, and regulations, including but not limited to OSHA, Building Code of New York State, Fire Code of New York State, and Facility Regulations.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Summary of the Work: Section 011000.

B. Regulatory Requirements: Section 014100.

1.03 DEFINITIONS, ABBREVIATIONS

A. OSHA: Occupational Safety and Health Administration.

B. BCNYS: Building Code of New York State.

C. EBCNYS: Existing Building Code of New York State.

D. FCNYS: Fire Code of New York State.

E. NFPA: National Fire Protection Association.

F. NEC: NFPA 70E.

1.04 SUBMITTALS

A. Provide a SITE SPECIFIC SAFETY PLAN no later than 15 days after approval of the Contract by the Comptroller. The plan must include at a minimum:
   1. Cover page including Project Name/Location/Project Number/Contractor Name/Potential Start/Finish Dates.
   2. Complete Scope of work.
   3. Roles and Responsibilities page identifying Supervision, list of the names of all competent and/or qualified persons, including their qualifications, for each activity requiring a competent person i.e. excavations, scaffolding, rigging, fall protection, etc.
   4. A program for implementing appropriate PPE as specified in the High 5. Hazard Assessment detailed in Subparagraph 1.04 A.11 below.
   5. A program for assuring employees have proper work attire, i.e. substantial sole safety-toed footwear, long pants, shirts with minimum 4-inch sleeves, etc.

6. A 100% 6-foot conventional fall protection program which provides full body harnesses, lanyards (connectors), and anchorage points, or guardrails for all trades when working 6 feet above a lower level.
   a. Exception:
      1) When the employer can demonstrate that it is infeasible or creates a greater hazard to utilize these systems, the employer shall develop and implement a Fall Protection Plan, which meets the requirements of paragraph (k) 1926.502. This plan must be approved before implementation by the applicable OGS Regional Safety Manager.
      2) When working from portable ladders.
7. A program for raising employee awareness through the use of weekly Safety Talks (i.e. "Toolbox Talks" or "Tailgate Meetings") on topics related to upcoming/relevant work on the project. Contractor shall be required to verify that all employees on site participated in meeting, with documentation submitted to the Director's Representative.
8. Confined Space entry program and procedures for entry, when applicable.
9. A written Respirable Silica Protection Plan, including tasks for which employees could reasonably be expected to be exposed to harmful silica dust, and control methods that will be used to limit or eliminate exposure, as well as any PPE necessary to ensure protection.
10. Identify specific hazards related to this Project, and how employees will be protected from those hazards.
11. High Hazard Assessment's detailing procedures for all high hazard work activities including, but not limited to:
    a. All lifts involving cranes or material handling equipment.
    b. Scaffolding where scaffold working deck is expected to be 10' or higher from a lower level.
    c. Demolition.
    d. Excavations where anticipated depth is 5' or more.
    e. Hot work activities, which shall follow all applicable requirements stated in NFPA 51B.
    f. Steel erection with specific fall protection requirements detailed.
    g. Work at elevations, including roofing work.
    h. Electrical work involving Lock Out - Tag Out (LOTO) procedures.
       1) High Hazard Assessments shall include a step-by-step breakdown of a given task, the hazards associated with each step, the controls that will be utilized to eliminate or minimize the hazards, and the PPE that will be used to protect from remaining hazards.
       2) All required certifications shall be provided for all applicable types of work with required training/certifications (i.e. Powder Actuated Tools, Aerial Lifts, Forklifts, Crane Operators License, etc.).
12. A project safety inspection program, with a minimum of one documented safety inspection per week, during the course of construction. Submit copies of all resultant inspection reports to the Town Engineer's Representative on a weekly basis.

13. A program for providing proper care for injured employees, including the name of the employee with First Aid/CPR certification who will be on site at all times during the course of construction, to include local hospital/medical facility locations and contact information.
14. Provide an Emergency Action and Evacuation Plan, including Fire Protection and Emergency Response, when applicable.
    a. Plan to include:
        1) Procedures for reporting a fire or other emergency.
        2) Procedures for emergency evacuation, including type of evacuation and exit route assignments.
        3) Emergency Contact information.
        4) Procedures on how to alert workers of an emergency.
        5) Procedures to account for all employees after evacuation and muster/evacuation points.
        6) A list of all major fire hazards, to include type of fire protection equipment necessary to control hazard.

B. Provide safety orientation training for each employee prior to their starting work on site. This orientation shall include, but not be limited to: Fitness for Duty (drug, alcohol, and cannabis policies), training on general safety hazards, site-specific safety policies and procedures, personal protective equipment, injury reporting and protocols, emergency evacuation and preferred medical providers, and HAZCOM (GHS Harmonization). Provide documentation of all safety orientation training for each new employee on the site, including all subcontractors, to the Director's Representative.

C. Accident Reporting: The Town Engineer's Representative shall be immediately notified of any and all accidents. A copy of a written accident report shall be furnished to the Town Engineer's Representative within 24 hours of an incident.
    1. After any incident on site resulting in an employee being injured or damage to property, a Post- Accident Review Investigation shall be held as soon as possible after any incident. As a minimum, this investigation will involve the injured person, his/her supervisor, the responsible project superintendent and/ or supervisor and the onsite safety supervisor. The contractor shall be responsible to provide a written Post-Accident Corrective Action Plan, which will detail immediate steps taken to correct any unsafe condition that led to injury/property damage, long-term actions to prevent repeat incidents from happening on the site, and roles and responsibilities of individuals who will be implementing the corrective measures, which will be reviewed for effectiveness and continually monitored for implementation.

1.05 STOP WORK ACTIVITY AUTHORITY

A. All Town Representatives have the authority to stop a work activity that exposes any Contractor employees to potentially serious injury and/or illness. The responsible Contractor shall immediately cease work, perform an assessment of the activity that is exposing employees to any Immediately Dangerous to Life or Health (IDLH) conditions, and take action necessary to satisfactorily address the unsafe condition(s), at no cost to the Town. The activity may only resume when a NYSOGS Representative and respective Contractor's Safety Representative

verify corrective measures have been satisfactorily completed. Any related impact to time of completion shall be considered within the Contractor's control.

B. No site work, other than mobilization, shall commence until the Site-Specific Safety Plan is approved.

1.06 ADDITIONAL SAFETY POLICIES THAT WILL BE ADHERED TO THROUGHOUT THE CONSTRUCTION PHASE

A. All contractors are required to utilize head (hardhat) and eye protection (safety glasses) at all times well within the project limits.

B. Any employee exposed to equipment/vehicles shall be required to utilize an ANSI Level 2 Safety Work Vest.

C. Contractors are strictly prohibited from utilizing any state-owned equipment or materials during construction.

D. All tools/equipment on multi-trade projects shall bear identifiable markings as to which contractor the tool/equipment belongs to. If any tool/equipment on the project does not have contractor's markings, the tool shall be immediately removed from the site until owner claims the tool/equipment.

E. Seatbelts shall be utilized when operating all heavy equipment designed to be operated in a seated position. When traveling in a vehicle, all employees shall be seated in a secured seat with a seatbelt in place.

F. Inspections of scaffolding prior to use, and excavations prior to entry shall be documented by an on-site competent person. Documented inspection will be available on-site for inspection by the Director's Representative.

G. All electrical cords/water hoses, if feasible, shall be run overhead to avoid additional slip/trip hazards. If not feasible due to physical restrictions, cords/hoses shall be placed to avoid all walkways and work areas.

H. All heavy equipment being utilized on site shall have a fire extinguisher of suitable size/rating within reach of operator.

I. Any fuel-powered equipment shall have a fire extinguisher of suitable size/rating no closer than 10 feet and no further than 25 feet from the equipment.

J. All electrical work shall be done when panels/lines/boxes have been de-energized and locked out, unless otherwise approved in writing by the Director's Representative.

K. An applicable sized Spill Kit shall be available on all jobsites where heavy equipment is being utilized.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 013300

SUBMITTALS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Other requirements pertaining to submittals are included in the General Conditions and in the various sections of the Specifications.

B. Summary of the Work: Section 011000.

C. Contract Closeout Submittals: Section 017716.

1.02 DEFINITIONS

A. Deviation: Changes in products, materials, equipment and methods of construction from those required by the Contract Documents and proposed by the Contractor.

B. Acceptable Manufacturer, Company or Product: A manufacturer, company or product capable of achieving the requirements established in the Contract Documents and demonstrating compliance.

C. Portable Document Format (PDF): An open standard file format used for representing documents in a device-independent and display resolution-independent fixed layout document format.

1.03 DEVIATIONS FROM REQUIREMENTS OF THE CONTRACT DOCUMENTS

A. Deviations from the requirements of the Contract Documents will not be allowed unless a request for deviation is made in writing prior to or at the time of submission and the specific deviation is approved by the Town Engineer's Representative subject to the requirements of Article 4 of the General Conditions.
   1. The submission of a deviation shall be done in a timely manner according to the schedule of submittals to allow the Director sufficient time for review.

1.04 "OR EQUAL" TO BRAND NAME PRODUCTS

A. Whenever a product is specified by brand name, a comparable brand, equal to that named, may be submitted for approval subject to the requirements of Article 5 of the General Conditions.
   1. The Contractor shall bear the burden of proving that the proposed product is equal to the specified product. The submission of an "or equal" shall be done in a timely manner to allow the Director sufficient time to review the proposed product.

2. Whenever a color or pattern is indicated by a specific manufacturer's name or number, the intent is to communicate the required color or pattern of the material. Other manufacturers' comparable colors or patterns may be submitted for approval as equal.

1.05 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS

A. Unless otherwise specified, the requirement to submit product data and samples for approval will be waived for products specified by brand name if the specifically named products are furnished for the Work. In such cases, submit required Product Data to the Town Engineer's Representative.

1.06 ADMINISTRATIVE REQUIREMENTS

A. Identify submittals by project title and number. Include Contractor's name, date, and revision date. On shop drawings, product data and samples, also include the name of the supplier and subcontractor (if any), and applicable specification section number. Stamp each submittal and initial or sign the stamp to certify review and approval of submittal.

B. Assemble submittals in accordance with the requirements in the individual sections of the Specifications and as required by this section. It is the Contractor's responsibility to review and verify that all information required for each submittal is included in the submittal package. Errors or omissions found by the Contractor are to be corrected prior to the submission of the submittal package for approval. Incomplete submittal packages that have been submitted for review and approval will be returned.
   1. It is the Contractor's responsibility to verify that portions of the submittal package to be provided by a subcontractor (or supplier) are complete, as well as portions of the submittal package being provided directly by the Contractor.
   2. Do not combine the submittals of more than one specification section with submittals required by other specification sections unless specifically stated in the contract Specifications.

C. If a submittal is based on, or the result of, a change order or field order to the Contract Documents, include copies of the applicable change order or field order with the submittal.

D. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Submit all submittal items required for each specification section concurrently unless instructions for partial submittals are required in a specific specification section requiring sequential submissions.
   3. Submit action submittals and informational submittals required by the same specification section as separate packages under separate transmittals.

4. Coordinate transmittals of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
   a. The Town Engineer's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

F. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. No extension of the project schedule will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow time for the initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The Designer of Record will advise the Town Engineer's Representative when a submittal being processed must be delayed for coordination.
2. Resubmittal Review: Allow time for review of each resubmittal.
3. Sequential Review: Where sequential review of submittals by the project team is necessary for coordination, allow time for review.

1.07 SUBMITTALS

A. Submittal Coordinator Qualifications: Not Required.

B. Schedule of Submittals acknowledgement: Provide written acknowledgement that the Schedule of Submittals has been received and reviewed with Critical Submittals identified and Contractor's Projected Dates (three dates inserted into each column) are entered for each specification item.

C. For each submittal, the Contractor shall review and apply a stamp certifying that the submittal complies with the requirements of the Contract Documents, including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.

D. Paper prints (hardcopies) of reviewed submittals:
1. Record Copy: Each Contractor shall provide one paper copy of each submittal they are responsible for to the Town Engineer's Representative within 10 days of receipt of a released submittal (i.e. marked "Approved", "Approved As Noted", or other implied acceptance of a submittal), or meeting the requirements of Waiver Of Certain Submittal Requirements Article of this specification section.
   a. Exception: Paper copies are not required for a submittal that is disapproved or requiring resubmission.
   b. Paper copies shall be printed in a size format equal to the original document.
   c. Scaled Shop Drawings shall be printed to the scale noted on the drawings.
   d. The resolution of the printed copy shall be equal to that of the PDF file that it is being printed from.

e. The Record Copy shall be used by the Town Engineer's Representative during the construction of the project and shall be retained as a turn-over item to the facility at the end of the project as required under Section 017716 Contract Closeout.

2. Use for Construction: Retain complete copies of submittals on project site. The Contractor shall not commence work for related activities until the appropriate submittals are approved.

3. Distribution: The Contractor will furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Maintain transmittal forms indicating distribution of submittals.

1.10 SHOP DRAWINGS (Not Required)

1.11 PRODUCT DATA

A. Provide product data in the format required by the Specifications. Modify product data by deleting information that is not applicable to the project or by marking the product data to identify pertinent products. Supplement standard information, if necessary, to provide additional information applicable to project.

B. Submit the product data to the Town Engineer's Representative. The product data will be reviewed and the review results will returned to the Contractor. The Contractor will receive notice of completed review. If the review results in disposition of "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly correct the deficiencies and resubmit the product data meeting Contract requirements.

C. Comply with applicable federal and State of New York Right-to-Know Law provisions. Provide Safety Data Sheets (SDS) documents for products that have SDS data prior to use on the project site.

1. Supply and maintain one hard copy of the appropriate SDS on the project site and one hard copy with the Town Engineer's Representative.

1.12 QUALITY ASSURANCE

A. Provide quality assurance information in the format required by the Specifications, including supporting documentation as required.

B. Submit the quality assurance information to the Town Engineer's Representative The quality assurance information will be reviewed and the review results will be returned to the Contractor. Contractor will receive email notice of completed review. If the review results in disposition of "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly correct the deficiencies and resubmit the quality assurance information meeting Contract requirements.

1.13 SAMPLES

A. Submit 2 (unless a different number is specified) of each sample required by the Specifications.

B. Samples will become the property of the Town when submitted and will not be incorporated in the Work unless specifically stated otherwise.

C. Provide actual color samples, color charts, or physical material samples.

D. Record transmittal of each sample required to the Town Engineer's Representative.

E. Consult with the Town Engineer's Representative for direction on where Samples will be sent for review.

F. The sample will be reviewed and the review results will be returned by the Town Engineer's Representative.

1.14 REVIEW OF SUBMITTALS

A. Items submitted for review will be reviewed for compliance with the Contract Documents, based upon the information submitted. The items will be acted upon with the following dispositions:

1. Approved:
   Where the submittal is marked "Approved", the work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
2. Approved as Noted:
   Where the submittal is marked "Approved as Noted", the work covered by the submittal may proceed provided it complies with the review comments noted on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
3. Disapproved:
   Where the submittal is marked "Disapproved", do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity for the item submitted. Prepare a new submittal according to the review comments noted on the submittal and meeting the Contract Documents.
4. Returned for Correction:
   Where the submittal is marked "Returned for Correction", do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity for the item submitted. Revise or prepare a new submittal according to the review comments noted on the submittal and meeting the Contract Documents.
5. Acknowledged:
   Where the submittal is marked "Acknowledged", receipt of the submittal is acknowledged and has been recorded.
6. No Action:

Where the submittal is marked "No Action" or "No Action Taken", no review was made of this item, see comments noted on submittal and take appropriate action.

7. Multi-Action:
Where the submittal is marked "Multi-Action", separate dispositions were made for the items submitted, see the review comments for the disposition of each item submitted.

1.15 SCHEDULES AND RECORDS

A. Submit the following Schedules and Records information not later than 10 days after approval of the Contract unless the Contractor or the Town Engineer's Representative determines an earlier submission is required to properly schedule or progress the Work.

1. SCHEDULE OF SUBMITTALS (S.O.S.):
   a. Follow the Instructions to the Contractor in the S.O.
   b. Confirm submittal items listed and indicate in the spaces following each item, the date the item will be submitted (Projected Transmittal Date).
   c. Confirm critical submittals and long lead items identified by the Architect / Engineer. Identify and mark with "X" additional submittals deemed as critical or having long lead times. In addition to the date each item will be submitted, include the date approval is required (allow at least 3 weeks), and the date delivery of the material or equipment is necessary for timely completion of the Work in accordance with the Project Schedule.
   d. Notify the Town Engineer's Representative of modifications and/or additional submittals necessary for the project prior to requesting revisions.
   e. The submission date that is entered shall provide sufficient time for the item to be reviewed, ordered, delivered and installed for timely completion of the Work in accordance with the Project Schedule. The date entered for submittal of each item is the last day a deviation will be considered.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SCHEDULE OF SUBMITTALS

PROJECT NO.:09072023

SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Projected Dates Allow at least 4 weeks for Approval (allows time for any resubmission)		
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:	Projected Delivery Date:

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September 13, 2023

SCHEDULE OF SUBMITTALS

PROJECT NO.:09072023

SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Projected Dates Allow at least 4 weeks for Approval (allows time for any resubmission)		
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:	Projected Delivery Date:
Updated 07/3/2023								

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September 13, 2023

SECTION 015000

CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Construction Waste Management: Section 017419.

B. Disposal of Asbestos-Containing Materials: Section 028213.

1.02 PROJECT CONDITIONS

A. Provide construction facilities and temporary controls necessary for the Work.

1.03 TEMPORARY LIGHT AND POWER

A. Electric energy will be made available without charge, at source or sources directed, for lighting and for power tools. Power supply for motors rated in excess of 1/2 hp will be made available within the limits of the existing circuitry and usage.

B. Provide temporary lighting as required to maintain a minimum of 10 foot candles in the work areas.

C. Provide ground-fault protection for personnel (such as portable plug-in type ground-fault circuit-interrupters) on single phase 15 and 20 ampere receptacle outlets which are in use.

D. Receptacle outlets and portable cord connectors shall have standard NEMA configuration.

E. Provide temporary wiring and equipment in conformance with the National Electrical Code.

1.04 TEMPORARY WATER

A. Water will be made available for the Work without charge at source or sources directed within the limits of the existing supply and usage.

B. Prevent waste of water.

1.05 TEMPORARY TOILETS

A. Provide temporary toilet facilities for Contractor's and subcontractors employees engaged on the project. Locate toilets where directed and maintain them in a sanitary condition.

NUMBER OF EMPLOYEES	MINIMUM NUMBER OF FACILITIES*
20 or less	1 toilet
20 or more	1 toilet and 1 urinal per 40 employees
200 or more	1 toilet and 1 urinal per 50 employees

1. Locate toilet facilities no more than 1000 feet from any work location.
   a. Exception: Mobile crews having readily available transportation to nearby toilet facilities.

1.06 BARRIERS AND ENCLOSURES (Not Used)

1.07 TEMPORARY FENCE ENCLOSURE (Not Used)

1.08 PROTECTION OF WORK AND EXISTING PROPERTY

A. Protect installed Work and existing construction and finishes during performance of the Work.

B. Maintain the building in a watertight condition during performance of the Work.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at wall projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, and movement of heavy objects by covering them with durable sheet materials.

F. Protect smoke detectors from airborne dust and debris.
   1. At the beginning of each work day, provide protective coverings over smoke detectors in areas where airborne dust and debris will be generated by the Work.
   2. At the end of the work day, clean the areas in which the smoke detectors are located by whatever means necessary to assure that airborne dust and debris will not contaminate the smoke detectors, then remove protective coverings.
   3. Provide signs, instructions and alternate methods for reporting a fire during the periods that the smoke detectors are covered.
   4. Notify the Town Engineer's Representative and have procedures approved.

G. Prohibit traffic or storage upon waterproofed and roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

H. Protect existing trees and plants during performance of the Work unless otherwise indicated. Box trees and plants within the grading limit lines. Do not deposit excavated materials or store building materials around trees or plants. Do not attach guy wires to trees.

I. Prohibit traffic from landscaped areas.

1.09 SECURITY

A. Key Deposits: not required.

B. Facility Key Regulations:
1. Sign Facility keys out and in on a daily basis unless otherwise directed.
2. Keep keys on person at all times while on the premises. Do not loan or give keys to other persons.
3. Do not remove keys from the premises without written permission from the Town engineer's Representative.
4. Report lost, missing, or stolen keys immediately to Town Engineer's Representative. Assume responsibility for cost of necessary key and lock replacement as a result of lost, missing, or stolen keys.

D. Promptly relock doors and security screens located in access routes, storage areas, and work areas after use.

E. Restore, by the end of each work day, existing in place safety/security items such as doors, screens, alarm systems components, that required removal, replacement, or adjustment to perform the Work, unless otherwise authorized in writing by the Town Engineer's Representative.

F. Remove all tools and materials from occupied work areas when the work areas are not attended by employees and at the end of each work day. Store tools in a locked tool box, cabinet, or shed. Store materials where directed in a location secure from access by patients and clients.

1.10 WATER CONTROLS (Not Used)

A. NA

1.11 FIRE PREVENTION

A. Take precautions necessary to prevent fires.

B. Fuel for cutting and heating torches shall be gas only, and shall be contained in Underwriters Laboratory approved containers.

C. Furnish and maintain a currently inspected 20 pound capacity multi-class A B C fire extinguisher in the immediate vicinity where welding tools or torches are in use.

D. Furnish and maintain a currently inspected fire extinguisher of the appropriate class and size whenever the temporary storage of materials changes that areas classification of fire load or life safety.

E. Do not use flammable liquids, other than those specified.

F. Tarpaulins shall be flameproof and shall be securely anchored when attached to scaffolding or when used to enclose any portion of a building.

1.12 TEMPORARY FIRE PROTECTION (Not Used)

1.13 ACCESS ROADS

A. Routes of ingress and egress on the premises to the location of the Work shall be as directed.

B. Keep designated access roads clear of dirt and debris resulting from the Work.

C. Provide means of removing mud from vehicle wheels before entering paved roads.

1.14 PARKING

A. Parking areas shall be where designated by the Town Engineer's Representative.
   1. Keep designated parking areas clear of dirt and debris resulting from the Work.

1.15 RUBBISH REMOVAL

A. Clean up and containerize the rubbish (refuse, debris, waste materials, and removed materials and equipment) resulting from the Work at the end of each work day and leave work areas broom clean, except where more stringent cleaning is specified. Locate containerized rubbish where directed.

B. Remove rubbish from Town property at least once a week and more often if the rubbish presents a hazard. Properly dispose of rubbish.

C. Burning of rubbish will not be permitted.

D. Also comply with the requirements of Section 017419.

1.16 RELOCATION AND REMOVALS

A. Should a change in location of any construction facilities and temporary controls be necessary in order to progress the Work properly, remove and relocate such items as directed.

B. Remove the construction facilities and temporary controls when they are no longer required. Restore permanent facilities used for or connected to temporary facilities to their original condition or better.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 016500

MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Specific requirements pertaining to materials and equipment specified elsewhere are additional to the provisions of this Section.

1.02 PRODUCT LABELS

A. When materials or equipment are specified to conform to ASTM, Federal or other reference specifications, the materials delivered to the site shall bear the manufacturer's printed labels stating that the materials meet the requirements of such referenced specifications.

1.03 TRANSPORTATION AND HANDLING

A. Deliver factory packaged materials and equipment in the manufacturer's original containers.

B. Transport and handle materials and equipment in such a manner as to prevent their damage.

C. Arrange for delivery of materials and equipment during the hours of the day established by the Town Engineer's Representative.

D. Have workers available to receive and unload materials and equipment delivered to the site. Do not deliver, or have delivered, any materials and equipment to the site unless such forces are available.

E. Facility personnel are not authorized to sign for receipt of Contractor's material or equipment.

1.04 STORAGE AND PROTECTION

A. Neatly pile, store, protect, and secure materials and equipment in locations where directed.

B. Protect materials and equipment subject to damage by temperature or other weather conditions.

C. Do not store volatile liquids in a Town building.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 017329

REMOVALS, CUTTING, AND PATCHING

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Rubbish Removal: Section 015000.

B. Asbestos Abatement: Section 028213.

1.02 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to remain the Property of the Town of Rotterdam.

1.03 PROJECT CONDITIONS

A. Existing Conditions: Do not disturb existing structures, construction, materials or equipment unless required by the Contract.
   1. Do not cut, drill or remove structural members such as joists, beams or columns supporting construction that is to remain unless expressly required by the Contract Documents.

PART 2 PRODUCTS

2.01 MATERIALS

A. Match the appearance and performance of existing corresponding materials as closely as practicable, unless otherwise indicated.

PART 3 EXECUTION

3.01 EXAMINATION

A. Prior to cutting, drilling or removal, investigate both sides of the surface involved. Determine the exact location of structural members.

B. If unforeseen obstructions are encountered, take precautions necessary to prevent damage and obtain instructions from the Town Engineer's Representative before proceeding with the Work.

3.02 PREPARATION

A. Provide temporary shoring and other supports necessary to prevent settlement or other damage to existing construction which is to remain.

B. Prepare existing surfaces properly to receive and, where required, bond with the Work.

3.03 REMOVALS, CUTTING, AND ALTERING

A. In addition to the items indicated to be removed on the Drawings, remove existing construction superseded by the Work except items such as pipes, conduits, recessed boxes, and ducts which are built into existing construction that is to remain. Cut off and conceal such items at face of remaining construction. Provide cover plates on recessed boxes.

B. Remove and alter existing construction as required to install and connect the Work to adjacent construction in an approved manner.

C. Cut and alter existing materials as required to perform the Work. Limit cutting to the smallest amount necessary. Core drill round holes and saw cut other openings where possible.

D. Perform cutting, drilling, and removals in a manner which will prevent damage to construction which is to remain.

3.04 PATCHING

A. Patch existing construction and finishes defaced, damaged, or left incomplete due to alterations and removals. Patching, except as otherwise indicated, shall be limited to the areas which have been cut or altered. Finish patched surfaces to match existing adjacent surfaces as closely as practicable.

B. Perform patching around items penetrating existing construction in a manner that will maintain the water and fire resistive capability of the existing construction.

C. Paint patched areas to match existing adjacent surfaces as closely as practicable using same type of paint. Painting, except as otherwise indicated, shall be limited to the areas which have been patched.

D. Where surfaces exposed by removals are to remain as exposed surfaces, paint such areas to match existing adjacent surfaces as closely as practicable using same type of paint.

3.05 REINSTALLATION

A. Where reinstallation of removed items is indicated, reinstall them to a condition equal to or better than their condition before removal.

END OF SECTION

SECTION 017419

CONSTRUCTION WASTE MANAGEMENT

PART 1 GENERAL

1.01 SUMMARY

A. This Section includes requirements for Construction Waste Management (CWM), with criteria for recycling and/or salvaging demolition and construction waste generated during the project. A Construction Waste Management Plan shall be developed for approval by the Town Engineer's Representative. The Plan shall be implemented throughout the duration of the project, and shall be documented in accordance with the SUBMITTALS Article below.

B. Each contractor shall supply the means for recycling job site waste. Locations for removal bins or dumpsters shall be coordinated with Town Engineer's Representative. Following contract award, the Contractors may elect a single entity to act as the construction waste manager.

1.02 PERFORMANCE REQUIREMENTS

A. Each Contract shall prepare and submit a Construction Waste Management Plan (CWM) to the Town Engineer's Representative for approval. The CWM Plan shall outline the provisions to be implemented to recycle and salvage demolition and construction waste generated during the project.

B. Upon approval of the CWM Plan by the Town Engineer's Representative, it shall be implemented throughout the duration of the project and documented in accordance with the SUBMITTALS Article below.

C. The Construction Waste Management Plan shall include, but not be limited to, the following components:

1. Listing of Targeted Materials: Develop a list of the waste materials from the Project that will be targeted for reuse, salvage, or recycling. The following materials but not limited to, shall be accounted for (materials that will not be recycled shall be indicated as such):
   a. Cardboard, paper, packaging.
   b. Acoustical Ceiling Tiles.
   c. Clean dimensional wood, palette wood.
   d. Beverage containers.
   e. Land clearing debris.
   f. Concrete.
   g. Stone.
   h. Concrete Masonry Units (CMU).
   i. Asphalt.
   j. Metals from banding, stud trim, ductwork, piping, rebar, roofing, windows, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
   k. Gypsum board.

l. Carpet and pad.
m. Paint.
n. Asphalt roofing shingles if applicable for any existing building demolition.
o. Rigid Foam.
p. Glass.
q. Plastics.
r. Woods.

2. Landfill Information: Provide the name of the landfill(s) where trash will be disposed of and the applicable landfill tipping fee(s).
3. Additional Information: Include any additional information deemed relevant to describe the scope and intent of the CWM Plan to the Director's Representative.
4. Subcontractor Requirements: Construction Waste Management and recycling requirements shall be incorporated into all Subcontractor's contracts.

1.03 SUBMITTALS

A. Submittal Requirements:
1. A copy of the Construction Waste Management Plan, as defined in the PERFORMANCE REQUIREMENTS Article above.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 IMPLEMENTATION

A. The Contractor for Roofing Work shall be responsible for the provision of containers and the removal of all waste, non-returned surplus materials, and rubbish from the site in accordance with the Waste Management Plan. The Contractor for Roofing Work shall oversee and document the results of the Plan. The Prime Contractors shall be responsible for collecting, sorting, and depositing in designated areas, their waste, non-returned surplus materials, and rubbish, as per the Waste Management Plan.

B. Instruction. The Contractor for Roofing Work shall provide on-site instruction of appropriate separation, handling and recycling, salvage, reuse and return methods to be used by all parties in appropriate stages of the Project.

C. Separation Facilities: The Contractor for Roofing Work shall lay out a specific area(s) to facilitate separation of materials for potential recycling, salvage, reuse and return. Each potential material shall be collected and stored to avoid being mixed with other materials. Recycling and waste bin areas are to be kept neat and clean, and clearly marked.

3.02 MEETINGS

A. Conduct Construction Waste Management meetings as necessary. Meetings shall include Subcontractors affected by the CWM Plan. At a minimum, waste management goals and issues shall be discussed at the following meetings:
   1. Regular job-site meetings.

B. Any non-compliant practices in the field will be addressed at regular job-site meetings.

END OF SECTION

SECTION 017716

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Other provisions pertaining to this Section are included in Article 9 of the General Conditions.

1.02 CONTRACT CLOSEOUT INSPECTIONS

A. The following 3 inspections will be made in addition to the normal inspections to ensure that all Contract requirements are met and that the Work is complete and acceptable. The purpose of each of these inspections is to furnish the Contractor a written list of Contract exceptions, omissions, and incompletions so that the Work can be progressed to timely completion in accordance with the Contract Documents.

1. Detailed Inspection: The "Detailed Inspection" will be made when the Work is substantially complete. A copy of the detailed inspection list will be furnished to the Contractor. When this inspection progresses over any length of time, copies of the list will be furnished as the inspection progresses so that the Contractor may proceed with the required Work without delay.
2. Final Inspection: The Contractor will be advised by letter of the date and time of final inspection. A copy of the final inspection list containing all incomplete or unsatisfactory items and the time allowed to complete the Work will be furnished to the Contractor.
3. Joint Inspection for Physical Completion: The joint inspection for physical completion may be made to verify completion of the exception items listed on the final inspection list so that the physical completion date (defined in the General Conditions) may be established.

1.03 FINAL CLEANING

A. Perform final cleaning prior to joint inspection for physical completion. Leave the premises in a neat, unobstructed condition, the work areas broom clean (except where more thorough cleaning is specified), and everything in perfect repair and adjustment.

B. Clean site; sweep paved areas, rake clean landscaped surfaces.

C. Remove tools, equipment, waste and surplus materials, rubbish, and construction facilities from the premises as soon as possible upon completion of the Work.

1.04 PROJECT RECORD DOCUMENTS

A. Maintain on site, 2 sets of the following record documents; record actual revisions to the Work:
   1. Contract Drawings.
   2. Project Manual.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.

B. Store record documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Field changes of dimension and detail.
   2. Details not on original Contract Drawings.

E. Roofing Work Contract, Adhered EPDM Roofing System Work, Section 075323: Maintain, at the site, 2 sets of the membrane manufacturer's sheet layout drawings for recording joint locations. Mark up the drawings in red as follows:
   1. Show the actual size of membrane sheets.
   2. Dimension the location of end and edge joints, and factory and field fabricated patches in the membrane. Show dimensions taken from fixed locations such as parapet walls, gravel stops, etc. Dimensions shall be accurate to within one foot.
   3. Show the type and location of penetrations through the roof.

F. Applications for progress payments will not be approved if the record documents are not kept current. Application for final payment will not be approved until the project record documents are delivered to the Director's Representative.

1.05 OPERATION AND MAINTENANCE DATA

A. Prepare 2 sets comprised of 8-1/2 x 11 inch text pages bound in capacity expansion binders with durable plastic covers identified with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required. Prepare a printed Table of Contents for each volume, with each product or system description identified. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titles clearly printed under reinforced laminated plastic tabs:

   Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, subcontractors, and major equipment suppliers.

Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:

1. Significant design criteria.
2. List of equipment.
3. Parts list for each component.
4. Operating instructions.
5. Maintenance instructions for equipment and systems.

Part 3: Project documents and certificates, including the following:

1. Shop drawings and product data.
2. Certificates.
3. Photocopies of warranties.

B. Submit one copy of completed volumes in final form 15 days prior to final inspection.

1.06 WARRANTIES

A. Furnish warranty certification and copies of warranties that extend beyond the one year period required by the General Conditions. Warranties submitted without warranty certification will not be accepted.

1. Warranty Certification: Written certification from the warrantor that invoices for installation, service, supplies, and warranty fees have been paid in full to persons or firms due payment, and that the warranty is in effect and non-retractable due to any of the specified conditions.

B. Prepare printed Table of Contents and assemble warranty certifications and warranty copies in a binder with a durable plastic cover.

C. Deliver the binder to the Town Engineer's Representative prior to final Application for Payment.

D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, indicating date of acceptance as start of warranty period.

E. Applications for final payment will not be approved until the warranty certification and warranty documents are delivered to the Town Engineer's Representative.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

A. Label and deliver spare parts, maintenance items, and extra materials to the Site. Place in locations as directed.

1. Include "NOT FOR WARRANTY REPAIRS" on the labels.
2. Obtain receipt prior to final payment.

B. Do not use the spare parts and maintenance materials required by the Contract Documents to remedy defects during the one-year period described in Paragraph 9.8 of the General Conditions except when approved otherwise by authorized Facility Representative. In such cases, replace items used.

C. Furnish the names, business addresses, and telephone numbers of fully equipped authorized service organizations to the Town Engineer's Representative.

D. Applications for final payment will not be approved until these items are delivered to the Town Engineer's Representative.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 017770

PREVAILING WAGE RATES

PART 1 GENERAL

1.01 PREVAILING WAGES

A. The contractor is advised that this project is being funded solely by the Town of Rotterdam. Since it is a public works project, the contractor shall comply with all requirements related to the prevailing wage rates of the State of New York.

B. The PRC # for this project is 2023010916. Hard copies can be obtained from the NYS Department of Labor

END OF SECTION

Prevailing Wage

· Wage Schedule · Submit Notice Of Award · Submit Notice Of Project Completion

PRC#: 2023010916
Type of Contracting Agency: Town

Acceptance Status: Accepted Article 8

Contracting Agency

Town of Rotterdam
Tammy Whelan
Confidential Secretary to DPW
1100 Sunrise Boulevard
Rotterdam NY 12306

(518) 355-7575 Ext: 391
twhelan@rotterdamny.org

Send Reply To

Project Information

Project Title	Replace Roof on Pump Houses
Description of Work	Remove and Replace the asphalt shingle roof, parapet wall and chimney repairs, and roof/attic access improvements.
Contract Id No.	09072023
Project Locations(s)	Town of Rotterdam Junction
Route No / Street Address	1214 Main Street
Village / City	
Town	Rotterdam
State / Zip	NY 12150
Nature of Project	Other Reconstruction, Maintenance, Repair or Alteration
Approximate Bid Date	10/12/2023
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Schenectady

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September 13, 2023

SECTION 028213

ASBESTOS ABATEMENT

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies the procedures for disturbance and removal of existing asbestos-containing materials (ACM) and disposal of removed materials. The results of the testing for ACM are listed in the Building Asbestos Survey Report bound in the Appendix. Also see Document 003126.
   1. The Building Asbestos Survey report was compiled by an ELAP certified laboratory.
   2. In order to determine asbestos content, samples were analyzed by polarized light microscopy (PLM) and/or transmission electron microscopy (TEM).
   3. The report is intended for State Design and estimate purposes only, and is included to provide bidders with the same information available to the State.
   4. The Bulk Samples are representative of like materials in the Work area. All ACM may not have been sampled.

B. Type of Asbestos Abatement Project:
   1. Small Asbestos Abatement Project: An asbestos project involving the removal, disturbance, repair or handling of more than 10 square feet or 25 linear feet but less than 160 square feet or 260 linear feet of ACM.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Existing Hazardous Material Information: Document 003126.

B. Summary of the Work: Section 011000.

C. Construction Facilities and Temporary Controls: Section 015000.

D. Removals, Cutting, and Patching: Section 017329.

1.03 REFERENCES

A. New York State Department of Environmental Conservation (DEC) 6NYCRR:
   1. Part 360 Solid Waste Management Facilities.
   2. Part 364 Waste Transporter Permits.
   3. Part 370 Hazardous Waste Management System-General.
   4. Part 371 Identification and Listing of Hazardous Wastes.
   5. Part 372 Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities.

6. Part 373 Hazardous Waste Management Facilities.

B. Occupational Safety and Health Administration (OSHA): Asbestos Regulations (29 CFR Part 1926.1101).

C. U.S. Environmental Protection Agency (USEPA):
1. National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule.
2. Asbestos Emergency Response Act (AHERA) (40 CFR Part 763, Subpart E).

D. New York State Department of Labor (DOL): Industrial Code Rule 56.

1.04 DEFINITIONS

A. Authorized Personnel: Facility or the Town Engineer's Representative, and all other personnel who are authorized officials of any regulating agency, be it State, Local, Federal or Private entity who possess legal authority for enforcement or inspection of the work.

B. Clearance Criteria: Shall be determined and established by a Certified Asbestos Project Monitor with an independent testing lab, conforming to all standards set forth by all authorities having jurisdiction, mentioned in the references, and issue the certification of cleaning.

C. Site Specific Variance: Relief in accordance with section 30 of the Labor Law from specific sections of Industrial Code Rule 56 for a specific project.

1.05 ABBREVIATIONS

A. ASTM: American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103

B. CFR: Code of Federal Regulations
Government Printing Office
Washington, DC 20402

C. DOL: New York State Department of Labor
Harriman State Office Building Campus
Albany, NY 12240

D. NIOSH: National Institute for Occupational Safety and Health
Building J.N.E. Room 3007
Atlanta, GA 30333

E. OSHA: Occupational Safety and Health Administration
200 Constitution Avenue
Washington, DC 20210

F. USEPA: United States Environmental Protection Agency
401 M Street SW
Washington, DC 20460

1.06 SUBMITTALS

A. Product Data: Catalog sheets, specifications and installation instructions for each item specified.

B. Asbestos Site Specific Variance Submittals; if a site specific variance is sought submit the following:
1. One copy of the completed DOSH-751 and DOSH-465 forms.
2. One copy of the New York State Department of Labor site specific variance decision.

C. Quality Control Submittals:
1. Notification Compliance Data: Within 2 days after notification is sent to the regulatory agencies submit one copy of each notice sent to each regulatory agency (USEPA and DOL).
2. Asbestos Removal Company Data: Name and address of proposed asbestos removal company and abatement contractor license issued by DOL.
3. Asbestos Worker Certification Data: Name and address of proposed asbestos abatement workers and licenses issued by DOL.
4. Work Plan: For information only, submit one copy of the work plan required under Quality Assurance Article.
5. Waste Transporter Permit: One copy of transporter's current waste transporter permit from NYS DEC (NYS Part 364 Permit).
6. Landfill: Landfill to be used for ACM disposal shall be licensed to receive asbestos waste by NYS DEC (NYS Part 360 Permit) and by USEPA. Out of state landfills shall provide licenses from local agencies having jurisdiction.
7. Negative Air Pressure Equipment: Copy of manufacturer's and performance data of all units and HEPA filters used.

D. Asbestos Work Closeout Submittals:
1. Waste Shipment Records and Disposal Site Receipts: Copy of waste shipment record and disposal site receipt showing that the ACM has been properly disposed.
   a. Waste shipment record and disposal site receipt must be received within 35 days of the ACM waste leaving the Site. If receipts are not received within the specified time period, the Town Engineer's Representative will notify USEPA in writing within 45 days of the ACM waste leaving the Site.

E. Contract Closeout Submittals:
1. Daily Log: Submit copy of Project Monitor's daily air sample log and a copy of Asbestos Abatement Contractor's Daily project log.
2. Air Monitoring Data: Submit copy of air test results and chain of custody.

1.07 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with the referenced standards.

B. Pre-Work Conference: Before the Work of this Section is scheduled to commence, a conference will be held by the Town Engineer's Representative at the Site for the purpose of reviewing the Contract Documents, discussing requirements for the Work, and reviewing the Work procedures.
   1. The conference shall be attended by the Contractor, the asbestos removal subcontractor, and the testing laboratory employed by the Town.

C. Work Plan: At the conclusion of the pre-work conference, before the physical abatement Work begins, prepare a detailed work plan.
   1. The work plan shall include, but not be limited to, work procedures, types of equipment, details of equipment used, decontamination unit locations, crew size, and emergency procedures for fire and medical emergencies and for failure of containment barriers.
   2. If a site specific variance is sought, do not finalize the work plan until the Department of Labor decision is received.

1.08 PROJECT CONDITIONS

A. In addition to the postings required by law, post at the entrance to the abatement area the following documents:
   1. Copy of the printed Work plan.
   2. Copy of Industrial Code Rule 56.

B. Maintain electric services to those portions of the building and remaining facility not a part of the asbestos abatement work area at all times. Follow all regulations for electric power shut down exemptions as per DOL regulations.

1.09 HEALTH AND SAFETY

A. Where in the performance of the work, workers, supervisory personnel or sub-contractors may encounter, disturb, or otherwise function in the immediate vicinity of contaminated items and materials, all personnel shall take appropriate continuous measures as necessary to protect all ancillary building occupants from the potential ACM exposure.
   1. Such measures shall include the procedures and methods described herein and shall be in compliance with all applicable regulations of Federal, State and Local agencies.

1.10 FIRE PROTECTION, EMERGENCY EGRESS AND SECURITY

A. Maintain complete access for emergency personnel from the work area in the event of an emergency.

1.11 PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT

A. Workers must wear personal protective equipment for all projects as per OSHA and DOL regulations. Provide respiratory protection in accordance with OSHA regulation 1910.134 and ANSI Z88.2.

B. Workers must be trained as per OSHA and DOL requirements, have medical clearance and must have recently received pulmonary function test (PFT) and respirator fit tested by a trained professional.
   1. A personal air sampling program shall be in place as required by OSHA.
   2. The use of respirators must also follow a complete respiratory protection program as specified by OSHA.

PART 2 PRODUCTS

2.01 DISPOSAL BAGS

A. Type: Minimum 6 mil thick, black, and preprinted with a Caution Label.

2.02 EQUIPMENT

A. Temporary lighting, heating, hot water heating units, ground fault interrupters, and all other equipment on site shall be UL listed.

B. All electrical equipment shall be in compliance with the National Electric Code, Article 305 - Temporary Wiring.

2.03 GLOVE BAGS

A. Type: Minimum 6 mil thick, clear, fire retardant polyethylene. Select glove bag sizes appropriate for the size and location of the project.

2.04 PLASTIC SHEETS

A. Type: Minimum 6 mil thick, clear, fire retardant polyethylene.

2.05 RESPIRATORS

A. Type: As approved by the Mine Safety and Health Administration (MSHA), Department of Labor, or the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.

2.06 VACUUM CLEANERS

A. Type: Vacuums equipped with HEPA filters.

PART 3 EXECUTION

3.01 ASBESTOS-CONTAINING MATERIAL HANDLING AND REMOVAL PROCEDURES

A. Comply with the standards referenced in Part 1 of this Section.

3.02 CLEAN UP PROCEDURES

A. Comply with the standards referenced in Part 1 of this Section.

3.03 PROJECT AIR SAMPLING, MONITORING AND ANALYSIS

A. Air Sampling and Analysis: The Town will employ the services of an independent testing laboratory to perform air sample monitoring, if necessary. The laboratory shall use the methods described in standards referenced in Part 1 of this Section.
   1. The equipment, duration, flow rate, calibration of equipment, number and location of samples are as per ICR 56-4.
   2. Air sampling technician shall be on site to observe and maintain air sampling equipment for the duration of the air sampling collection.
   3. Period of time permitted between completion of air sample collection and receipt of results on the project site shall be equal or less than 48 hours.

B. If air samples are not required due to an approved DOL variance for roofing work, then this sub-section may not be required in accordance with DOL requirements.

C. Elevated air sample results, if any, along with background and all other air sample results collected during Phase IIA through Phase IIC shall be submitted to the Commissioner of appropriate Asbestos Control Bureau within the same business day of receipt of results.

3.04 FINAL CLEANING AND CLEARANCE PROCEDURES

A. Negative Pressure Ventilation: Negative air pressure machines if used, shall remain in continuous operation during the entire length of the project.

B. Cleaning and Visual Inspection: After first, second, third cleaning and required waiting/settling and drying periods, perform a final visual inspection.
   1. Final clearance air sampling shall commence after the waiting/settling and drying time as per ICR 56 has elapsed.

C. Project Monitor Visual Inspection: The Town will employ the services of a DOL certified asbestos project monitor employed by an independent testing laboratory (if any) to perform visual inspection as required by ICR 56.

D. Final Clearance Air Sampling: The Town will employ (if any) the services of an independent testing laboratory to perform final air sampling.

1. The laboratory shall use the methods described in standards referenced in Part 1 of this Section.
2. The equipment, duration, flow rate, calibration of equipment, number and location of samples are as per ICR 56-4.
3. If initial Post-Abatement (Clearance Air) Monitoring results do not comply with the standards referenced in Part 1 of this Section the Contractor shall either re-clean or order a full set of TEM analysis.
   a. Results of the TEM analysis will be conclusive, and if the results do not comply with the standards referenced in Part 1 of this Section, the Contractor shall re-clean and additional full set of air samples will be collected and analyzed until the standards are met.
   b. All satisfactory PCM clearance air sample results along with background air sample results, if they are greater than or equal to 0.01 fibers per cubic centimeter, shall be submitted to the Commissioner of appropriate Asbestos Control Bureau within two business days of receipt of satisfactory clearance air results.
   c. All satisfactory TEM results of previously unsatisfactory PCM clearance air sample results, along with the unsatisfactory PCM results shall be submitted to the Commissioner of appropriate Asbestos Control Bureau within two business days of receipt of satisfactory clearance air results.
4. Prior to removal of isolation barriers (if any) the Town Engineer's representative at the site will receive an affidavit from the air monitoring laboratory certifying the final air samples comply with the standards referenced in Part 1 of this Section.

E. Dismantling of Regulated Abatement Work Area:
1. Remove all tools and equipment after proper decontamination as per Part 1 of this section.
2. Dismantle and remove each tent enclosure and air lock and any barriers only after final clearance air monitoring has been performed and satisfactory results obtained.
3. All remaining polyethylene, duct tape, expandable foam and other barrier materials shall be bagged, wrapped, containerized and labeled as asbestos waste.
4. Remove all temporary hard walled barriers from site.
5. Dismantle any remote decontamination units and plastic sheeting shall be disposed as asbestos waste.
6. Remove all waste generated to the holding area, lockable trailer or dumpster.
7. Contractor's Supervisor shall certify in writing to the Town Engineer that abatement work is complete and no debris/residue remains.

3.05 DISPOSAL OF ASBESTOS-CONTAINING MATERIAL AND RELATED DEBRIS

A. Remove all waste generated as part of the asbestos project from the project site within ten calendar days from the site after completion of Phase IIC of the project or within one day of the waste disposal container/trailer becomes full, whichever occurs first.

B. Transport and dispose of all the asbestos-containing waste, related debris, and waste water to the approved disposal site.

C. All generated waste removed from the site must be documented, accounted for and disposed of in compliance with the requirements of USEPA NESHAP.

D. Comply also with the standards referenced in Part 1 of this Section.

3.06 RESTORATION

A. Remove temporary decontamination facilities and restore area designated for these facilities to its original condition or better.

B. Where existing work is damaged or contaminated, restore work to its original condition or better.

END OF SECTION

SECTION 061053

WOOD NAILERS AND BLOCKING

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. EPDM Sheet Roofing System: Section 075323.

1.02 QUALITY ASSURANCE

A. Mill and Producer's Stamp: Each piece of lumber shall bear a stamp indicating type, grade, mill, and grading agency.

1. Pressure treated wood shall bear a stamp or tag indicating the name of the treating company, year treated, preservative used, the level of treatment, intended use (appropriate AWPA Standard), and logo of inspecting company.

1.03 STORAGE

A. Store lumber a minimum of 6 inches off the ground, in a dry, well-ventilated place, protected from the weather.

PART 2 PRODUCTS

2.01 MATERIALS

A. Lumber: "Standard" Grade Douglas Fir, Hem-Fir, White Pine, Southern Pine, or Spruce-Pine-Fir pressure preservative treated in accordance with the American Wood Preservers Association (AWPA) Standard U1, Commodity Specification A for the requirements listed under Use Category UC2 and kiln dried to 19 percent moisture content after treatment.

B. Nails, Screws, and Bolts: ASTM A653 Class G185 hot dipped galvanized, zinc or cadmium plated, or silicon bronze.

1. Screws and Bolts for fastening to Aluminum: Stainless steel, Type 304 or 316.

C. Expansion Anchors: G185 Hot dipped galvanized steel wedge anchors, FS FF-S-325, Group II, Type 4, Class 1.

D. Self Threading Masonry Screws: Zinc Plated; "Tapcon" by Elco Industries, Inc., 1111 Samuelson Rd., PO Box 7009, Rockford, IL 61125-7009, (815) 397-5151.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install nailers and blocking true to line and plane within a tolerance of 1/8 inch in 10 feet.

B. Fit joints neatly with no more than 1/16 inch space between abutting members.

C. Do not install nailers or blocking across bonding expansion joints.

D. Attach nailers and blocking securely as required to properly support the items that will be attached to them.

E. Space fasteners equally at not more than 16 inches on center and 4 inches from each end of each member, unless noted otherwise. Secure the nailers and blocking with the following types of fasteners:
1. To Wood: Use nails or screws.

F. Countersink fasteners if they interfere with the proper installation of items to be attached to the nailers and blocking.

END OF SECTION

SECTION 066500

PLASTIC SIMULATED WOOD TRIM

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Nailers and Blocking: Section 061000.

B. Painting: Section 099101.

1.02 REFERENCES

A. ASTM D 570 - Standard Test Method for Water Absorption of Plastics.

B. ASTM D 638 Standard Test Method for Tensile Properties of Plastics.

C. ASTM D 648 Standard Test Method for Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position.

D. ASTM D 1761 Standard Test Methods for Mechanical Fasteners in Wood.

1.03 SUBMITTALS

A. Waiver of Submittals: The "Waiver of Certain Submittal Requirements" in Section 013000 does not apply to this Section.

B. Product Data: Catalog sheets, specifications and installation instructions for each item specified. Include storage and handling requirements.

C. Samples: For each finish product specified, two samples, minimum size 6 inches square, representing actual product, color, and patterns.

D. Quality Control Submittals:
   1. Certificates: Affidavit required under QUALITY ASSURANCE Article.
   2. Manufacturer's Field Reports: Verification of existing conditions.

E. Contract Closeout Submittals:
   1. Warranty: Copy of specified Warranty.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: A minimum of 10 years in the manufacture of PVC products.

B. Installer Qualifications: A minimum of 3 years in the installation of PVC products.

C. Source Limitations: Obtain components and trim accessories from single manufacturer.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Protect materials from exposure to moisture. Do not deliver until after wet work is complete and dry.

C. Store materials in a dry, warm, ventilated weathertight location.

1.08 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
   1. Comply with manufacturer's written installation guidelines to accommodate thermal expansion and contraction.

1.09 COORDINATION

A. Coordinate Work with other operations and installation of trim to avoid damage to installed materials.

1.10 WARRANTY

A. Manufacturer's Warranty: 25 year warranty.

1.11 MAINTENANCE

A. Extra Materials: Leave extra materials over 2 feet in length, if any, at the facility where directed by the Town Engineer's Representative.

PART 2 PRODUCTS

2.01 MANUFACTURERS/COMPANIES

A. CertainTeed Corp., CertainTeed Restoration Millwork, 750 E. Swedesford Road, Valley Forge, PA 19482, (800) 233-8990, www.certainteed.com.

B. Gossen Corporation, 2030 W. Bender Road, Milwaukee, MI 53209-3727, (800) 558-8984, www.gossencorp.com.

C. Kleer Lumber, LLC, 44 Greif Way, Westfield, MA 01085, (866) 553-3770, www.kleerlumber.com.

D. Vycom Corporation, 801 Corey Street, Scranton, PA 18505, (877) 275-2935, www.azek.com

2.02 MATERIALS

A. Mildew and fungus resistant exterior grade free foam cellular PVC with smooth finish on one side and embossed wood grain finish on opposite side. Product shall be homogenous and free of voids, holes, cracks, and foreign inclusions and other defects. Edges must be square and top and bottom surfaces shall be flat with no convex or concave deviation.

2.03 SIMULATED WOOD TRIMBOARD

A. Design: See drawings for designs and arrangement of PVC trimboard and sheets for fascia, rake, column cover, window, and door trim applications.

B. Trimboard Sizes:
   1. Nominal Thickness: As selected from the manufacturer's standard thicknesses.
   2. Nominal Width: As selected from the manufacturer's standard widths.
   3. Finish:
      a. As selected from the manufacturer's standard finishes and colors.

2.07 ACCESSORIES

A. Fasteners:
   1. Fasteners shall have sufficient tensile strength in the shaft to resist bending during linear expansion and contraction.
   2. Nails with smooth, thin shanks, blunt tips and full round heads (e.g.: wood siding nails, box nails) long enough to penetrate the substrate a minimum of 1-1/2 inches.
   3. Exterior grade, trim-head screws, minimum #7 gauge long enough to penetrate the substrate a minimum of 1-1/2 inches.
   4. Material: Stainless steel.

B. Adhesives: Cellular PVC cement/adhesive.
   1. Bond Fill Structural adhesive/filler.
   2. Gorilla Brand PVC cement.

C. Filler: Provide exterior grade, flexible filler to fill nail holes and dents in PVC trimboard and porch and deck rail systems.

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Verify adequacy of backing and support framing.

C. If substrate preparation is the responsibility of another installer, notify the Town's Engineer's Representative of unsatisfactory preparation before proceeding.

3.02 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Examine, clean, and repair as necessary any substrate conditions that would be detrimental to proper installation.

C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.03 INSTALLATION

A. Install the Work of this Section in accordance with the manufacturer's printed instructions and recommended techniques.
   1. Comply with all terms necessary to maintain warranty coverage.
   2. Use trim details indicated on the drawings.
   3. Touch up all field cut edges before installing.

B. Install railings straight and level, or at consistent slope if applicable. Install posts and balusters plumb and at consistent spacing.

C. Finishing:
   1. Correct dents and gouges before applying final coating.
   2. Prepare surfaces and paint materials as recommended by the manufacturer.

3.04 PROTECTION

A. Protect installed products until completion of project.

END OF SECTION

SECTION 075323

ADHERED EPDM ROOFING SYSTEM

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Restricted Work Period: Section 011000.

B. Wood Nailers and Blocking: Section 061053.

C. Flashing and Trim: Section 076000.

D. Roof Accessories: Section 077200.

1.02 DEFINITIONS

A. Company Field Advisor; An individual meeting the requirements of either subparagraph below:

1. An employee of the company producing or manufacturing the system (or the company which lists and markets the primary components of the system under their name) who is certified in writing by the company to be technically qualified in design, installation, and servicing of the required products, and has experience in the installation of the required products. Personnel involved solely in sales do not qualify. Employees of the Contractor or the Subcontractor do not qualify.
2. An individual employed by an organization (other than the company producing or manufacturing the system), certified in writing by the company producing or manufacturing the system, that the individual is technically qualified in design, installation and servicing of the required products and is capable to act as company field advisor in their behalf, and has experience in the installation of the required products. Personnel involved solely in sales do not qualify. Employees of the Contractor or the Subcontractor do not qualify.

1.03 SYSTEM DESCRIPTION

A. Type C Adhered EPDM System: EPDM fully adhered coverboard with bonding adhesive, and the insulation and/or underlayment board mechanically attached to the structural deck.

1.04 SUBMITTALS

A. Waiver Of Submittals:

1. "Named Brand" Roofing Systems: The "Waiver Of Certain Submittal Requirements" in Section 013300 applies to this Section only if a "Named Brand" roofing system is furnished.

2. "Or Equal" Roofing Systems: The "Waiver Of Certain Submittal Requirements" in Section 013300 does not apply to this Section if an "or equal" is submitted.

B. "Named Brand" Submittals: Submit for approval, one of the "named brand" roofing systems and any proposed deviations from the Contract Documents. Submit Product Data, Samples, Applicator's Certification, and Material's Certification, to the Town Engineer's Representative at the site for information purposes only.

C. "Or Equal" Submittals: Submit for approval, product data, samples, quality control submittals, and any proposed deviations from the Contract Documents.

D. Approvals: Approval of a "named brand" or "or equal" roofing system is with the understanding that the requirements of the Contract Documents will be met. Approval of a roofing system does not constitute blanket approval of the manufacturer's installation specifications or details.
1. If the requirements of the Contract Documents differ from or are more stringent than the requirements of the approved roof system manufacturer, the Contract Documents have precedence over the requirements of the approved manufacturer.

E. Proposed Deviations from the Contract Documents: Submit for approval proposed deviations when the roofing system is submitted. Proposed deviations submitted after the roofing system has been approved will not be considered for approval and may be cause for rejection of the previously approved roofing system.
1. Manufacturer's Details: Do not use or submit manufacturer's standard details unless there is an omission or a proposed deviation from the Contract Documents. In such instances, submit the revised detail for approval. Label each revised detail with the words "PROPOSED DEVIATION".
2. Manufacturer's Specifications and Installation Instructions: When there is a proposed deviation from the Contract Documents, submit the proposed deviation for approval. Label each specification and instruction revision with the words "PROPOSED DEVIATION".

F. Product Data: Catalog sheets, specifications, installation instructions for each material specified.

G. Samples:
1. Sheet Membrane: One 6 inch square piece.
2. Sheet Flashing: One 6 inch square piece.
3. EPDM Cover Tape: One 12 inch square piece.
4. Inseam Tape: One piece 3 inches wide by 12 inches long.
5. Fasteners: Two each type.
6. Coverboard: One 3 inch square piece.
7. Underlayment Board: One 3 inch square piece.
8. Self-Adhesive Vapor Retarder: One 6 inch square piece.

H. Quality Control Submittals:

1. Fire Hazard Certification: Written certification that the roof system, including the specific insulation, has been tested in conjunction with the type of structural roof deck and roof slope applicable to the project and has achieved an Underwriters Laboratories Class A external fire resistance rating.
   a. Acceptable Certification: Letter from Underwriters Laboratories, or a copy of the Underwriters Laboratories classification listing for the roofing system.
2. Wind Uplift Certification: Submit written certification that the roof system, including the specific insulation and fasteners, has been tested in conjunction with the type of structural roof deck applicable to this project, and has achieved a Factory Mutual Class 1-120 Wind Uplift rating.
   a. Acceptable Certification: Letter from Factory Mutual, or a copy of the Factory Mutual Approval Report for the roofing system.
3. Material Certification: Written certification from the roofing membrane manufacturer certifying that the insulation, insulation fasteners (if any), flashings and accessory products provided by the membrane manufacturer are approved for use with the roofing system and is included in the full system warranty.
4. Membrane Manufacturer's Certification:
   a. Written certification that the manufacturer has been actively marketing the submitted system for the past 5 years.
   b. Names and addresses of 5 previous EPDM roofing projects installed within the past 5 years. Include the type and size of each project, and name and telephone number of a contact person at the project locations.
5. Installer's Certification:
   a. Written certification from the membrane manufacturer certifying that the installer is licensed or approved to install the roof system.
   b. Names, addresses, and telephone numbers of 3 buildings where the installer has installed EPDM sheet membrane roof systems that have had the manufacturer's warranty issued. Include the types of EPDM systems installed, the manufacturer's names, and the warranty numbers.
   c. Written certification that the job supervisor or crew chief and at least one other member of the roofing crew have installed at least 3 EPDM sheet membrane roof systems and are thoroughly familiar with all aspects of the installation.
6. Warranty: Sample copy of the full system warranty specified.

J. Contract Closeout Submittals:

1. Warranty: Warranties as specified.

K. Material Safety Data Sheets (MSDS): Do not include the MSDS in the Submittals Package. Submit the MSDS to the Town Engineer's Representative prior to start of the work.

L. Submit all items, except contract closeout submittals and MSDS, at one time as a complete package. Partial submittals will not be considered.

1.05 QUALITY ASSURANCE

A. Fire Hazard Classification: The sheet membrane roof system shall have an Underwriters Laboratories Class A External Fire Resistance rating, as determined by tests conducted in conformity with UL-790 "Tests for Fire Resistance of Roof Covering Materials".
   1. The roof system, which includes a specific generic type of insulation, and in some instances a specific name brand insulation, shall have been tested in conjunction with the type of structural roof deck and roof slope applicable to the project.

B. Material Classification Identification: Materials delivered to the site that are a component of the roofing system shall bear the UL Classification mark.

C. Membrane Manufacturer's Qualifications:
   1. The manufacturer shall have been actively marketing an EPDM roof system in the United States for a minimum of 5 years.
   2. The manufacturer shall have the technical expertise and qualified technical representatives to resolve questions or problems that may arise both during and after the Work is completed.
   3. The manufacturer shall require that the roof system be installed by a licensed or approved applicator.

D. Installer's Qualifications: The installation of the roofing system shall be performed by an installer licensed or approved by the membrane manufacturer. The installer shall have previously installed at least 5 EPDM sheet membrane systems for which the manufacturer's warranty was issued. The roofing company shall, upon request, provide evidence of having a minimum of ten years of successful experience installing single-ply roofing systems and having installed at least ten roofing applications of equal size and scope.
   1. Workers: The supervisor or crew chief and at least one other member of the roofing crew shall have installed at least 5 EPDM sheet membrane roof systems and shall be thoroughly familiar with all aspects of the installation.

E. Pre-Installation Conference: Before the roofing work is scheduled to commence, a conference will be called by the Town Engineer's Representative at the site for the purpose of reviewing the Drawings and the Specifications and discussing requirements for the Work. The conference shall be attended by the Contractor, the authorized roofing applicator, and if necessary, the Company Field Advisor.

1.06 ROOFING MANUFACTURER'S COMPANY FIELD ADVISOR

A. The manufacturer of the roofing system, issuing the final system guarantee on this roofing project, may supply a Company Field Advisor, as a technical representative, with the following minimum qualifications:
   1. Documentation of 5 years of field experience on the same type of roofing system.

2. Documentation of 5 projects where role was a Company Field Advisor; include contact names and phone numbers for each project.

B. The services of the Company Field Advisor to inspect the workmanship of the roofing system installer may be provided.

C. Company Field Advisor Duties and Responsibilities:
1. Become familiar with the Contract Documents and approved submittals prior to the pre-roofing conference.
2. At the beginning of the actual membrane installation for the purpose of:
   a. Rendering technical assistance to the Contractor regarding installation procedures of the system.
   b. Familiarizing the Town Engineer's Representative with all aspects of the system including inspection techniques.
   c. Answering questions that might arise.
3. Attendance at progress meetings is not required.
4. Be objective, unbiased and impartial in each inspection, recommendation, conversation, action and written report.
   a. Inspect the existing substrate, flashing, blocking, and related materials as being acceptable for the installation of the roofing system.
   b. Ensure proper fastening patterns and fastener sizes of wood blocking, insulation, edge flashing, and related components.
5. Immediately report non-compliant conditions, if any, to the Town Engineer's Representative.
6. Provide to the Town Engineer's Representative a written report, submitted prior to leaving the Project Site each day the Company Field Advisor is present. Each daily written report shall contain at a minimum:
   a. Date of report and inspection.
   b. Weather conditions at the start, middle, and end of the work day.
   c. Work performed including Contractor activity, contractor crew size, supervisor's name, area of activity, and progress and quality of the work as observed.
   d. Discussions with Contractor regarding work anomalies and resolution.
   e. Conditions that are not in compliance with the Contract documents.
      1) Continue documenting non-compliance issues in subsequent reports until the issue has been resolved. Document resolution of non-compliance issues when resolved.
7. Report to the Town Engineer's Representative in writing failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
8. Confirm, after completion of the roofing work and based on the Company Field Advisor's inspections and tests, that the Company Field Advisor has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to the site in the manufacturer's labeled, unbroken containers.

B. Storage and Handling: Store materials in a dry, well-ventilated place protected from the weather.
   1. Do not store materials so as to overload the deck or structural assembly.
   2. Store all materials on raised platforms covered with properly secured breathable water resistant covers. Slit shrink wrapping to not permit condensation and cover with breathable tarp.
   3. Remove all materials that become wet from the site.
   4. Store volatile liquids in a separate storage building or trailer, or removed from the site at the end of each workday.
      a. Store volatile liquids at temperatures recommended by the manufacturer.
   5. Do not remove materials from factory packaging until ready for use.
   6. Store adhesives, and sealants at temperatures between 60 degrees F and 80 degrees F.

1.08 PROJECT CONDITIONS

A. Unless otherwise directed, do not execute the work of this Section if the Town Engineer's Representative is not present.

B. Do not execute the work of this Section unless the substrate is dry and free of dirt and debris.

C. Moisture Protection:
   1. Cover, seal or otherwise protect the roof and flashings so that water cannot accumulate or flow under completed portions. When and where necessary to accomplish this, provide temporary water cut-offs in accordance with the membrane manufacturer's written specifications.

D. Do not smoke or use open flames near volatile materials.

1.09 WARRANTY

A. Warranty Extension: The one year period required by Paragraph 9.8 of the General Conditions is extended to 2 years for the Work of this Section. Refer to Supplementary Conditions.

INCLUDE 007306 SUPPLEMENTARY CONDITIONS - WARRANTY EXTENSION.

B. Manufacturer's Warranty: In addition to the 2 year period specified above, furnish the membrane manufacturer's printed 30 Year Full System Warranty, covering workmanship, materials, and wind related damage, for the Work of this Section.
   1. The warranty shall include, but not be limited to, repair of leakage and the repair and/or replacement of the roofing system as necessary to

correct defects or damage caused by; materials, workmanship, or wind speeds less than 72 MPH.

a. Materials shall include the membrane, insulation, fasteners, adhesives and tapes, flashing originally provided by the manufacturer, and all accessory products.

b. Repair and/or replacement of the roofing system shall include the replacement of wet insulation.

PART 2 PRODUCTS

2.01 EPDM SHEET MEMBRANE, SHEET FLASHING, AND RELATED PRODUCTS

A. The EPDM sheet membrane shall be visually free of streaks, particles of foreign matter, undispersed raw material, pinholes, cracks, tears, and shall be uniform in thickness. When unrolled in a relaxed position, the membrane shall be free of wrinkles, distortions, and blisters.

B. EPDM (Ethylene, Propylene, Diene, Monomer) Sheet Membrane:

1. The following type is required to achieve a UL Class A external fire rating for the slope of the roof system:
   a. 90 mil, unreinforced, EPDM membrane.
2. The following systems are listed in the UL Materials Directory as having a UL Class A Exterior Fire Rating when installed with the type of deck, insulation, and roof slope applicable to this Project.

   a. "Sure Seal Adhered Roofing System" by Carlisle Syntec Systems, P.O. Box 7000, Carlisle, PA 17013, (800) 479-6832, www.carlisle-syntec.com
   b. "Adhered Rubbergard Platinum" by Firestone Building Products Company, 525 Congressional Blvd., Carmel, IN 46032, (800) 428-4442, www.firestonebpco.com
   c. "UltraGuard Adhered Roofing System" by Manville Roofing Systems, P.O. Box 5108, Denver, CO 80217-5108, (800) 654-3103, www.jm.com
   d. "VersiGard Fully Adhered Roofing System" by Versico Incorporated, P.O. Box 6424, Akron, OH 44312, (800) 992-7663, www.versico.com

C. Sheet Flashing: Membrane manufacturer's cured and uncured EPDM as specified.

D. Inseam Tape: Membrane manufacturer's minimum 6 inch wide self adhering tape consisting of cured butyl double sided adhesive tape, for inseam splicing of rubber to rubber.

E. Cured EPDM Cover Tape: Membrane manufacturer's minimum 6 inch wide self adhering tape consisting of cured butyl adhesive laminated to cured EPDM, for installation over EPDM seams, cuts in field membrane, and for stripping in metal work.

F. Uncured EPDM Cover Tape: Membrane manufacturer's minimum 6 inch wide self adhesive tape, consisting of, cured butyl adhesive laminated to uncured EPDM, for installation over base flashing corners, inside and outside corners, pipe flashings and other detail work.

G. Related Products: Membrane manufacturer's bonding adhesive, splicing cement, lap sealant, water cut-off mastic, nite seal, pourable sealer, splice joint cleaning agent and primer, insulation adhesive, and all other products related to the sheet membrane system. All adhesives, primers, and cleaners must comply with the current New York State VOC OTC regulations.

2.02 INSULATION (Not Required for this project)

2.03 COVERBOARD (Not required for this project)

2.04 UNDERLAYMENT BOARD

A. Underlayment Board: 1/2 inch thick gypsum roof board composed of a silicone treated gypsum core with fiberglass facers.
   1. Acceptable Product: "Dens-Deck" by Georgia-Pacific Corporation, Gypsum Division, 2861 Miller Road, Decatur, GA 30035, (800) 225-6119, www.gp.com
   2. Securock Roof Board, 3/8 inch thick by USG, 550 West Adams Street, Chicago, IL 60661-3676, (312)-0436-4000, www.usg.com.
   3. Adhesively Attached Underlayment Board: Maximum board size 4 feet x 4 feet.
   4. Mechanically Attached Underlayment Board: Minimum board size 4 feet x 8 feet.

2.05 FASTENERS

A. Insulation and Membrane Fasteners: Approval of fasteners is contingent upon certification by the membrane manufacturer that the fasteners are approved for use with the specified roof system and that the fasteners are included in the full system warranty specified.
   1. Wood Decks: Membrane manufacturer and Factory Mutual approved, hardened, self-tapping, anti-backout, Phillips pan head screws with round, square or hexagonal steel stress plates. Plate size as recommended by the manufacturer.
      a. Minimum penetration one inch, minimum pull out resistance from deck 360 pounds unless specified otherwise by the membrane manufacturer.

B. Termination Bar and Fasteners:
   1. Termination Bar: Factory fabricated one inch wide x .098 inches thick mill finish extruded aluminum pre-punched 6" on center with a caulking and stiffening flange, as provided by the membrane manufacturer.

2. Fasteners:
   a. Concrete Or Masonry Surfaces: Slotted hex washer head masonry screws or zinc alloy hammer driven expansion anchors. Length as required to securely hold the compression bar tight against the wall surface.
   b. Wood and Sheet Metal Surfaces: Hardened, self-tapping, slotted hex washer head screws.

C. EPDM Anchor Strips: 6 inch wide reinforced EPDM.

2.06 MISCELLANEOUS MATERIALS

A. Pipe Flashing: Membrane manufacturer's cured pre-molded EPDM pipe boot.

B. Compression Clamp (for factory fabricated flashings only): Stainless steel or cadmium plated steel worm drive clamp.

C. Sealant: One-part, low modulus, silicone sealant: Dow Corning's 790, General Electric's Silpruf, Pecora's 864, or Tremco's TremPro 646.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

A. Cleaning: Before the roofing installation commences, sweep and/or vacuum all surfaces as required to remove all dirt, dust, loose aggregate, foreign matter, and debris left from removals of existing roofing.

3.02 PREPARATION

A. Testing Pull Out Resistance of Fasteners: Before commencing with the roofing work, in the presence of the Town Engineer's Representative, conduct fastener pull out tests to determine if the pull out values meet the requirements of the Contract Documents and the membrane manufacturer.
   1. Conduct the tests at representative locations and/or where selected by the Town Engineer's Representative as follows:
      a. Up to 5,000 square feet: 3 tests.
   2. Patch holes at the test locations.
   3. Do not proceed with the roofing work if the pull out resistance of the

3.03 INSTALLING UNDERLAYMENT BOARD

A. Install underlayment board over all combustible decks.

B. Installing Mechanically Fastened Underlayment Board:
   1. Install the underlayment board over the deck with the long joints running in a continuous straight line with end joints staggered. Butt edges and ends snugly so there are no gaps between the boards.

2. Mechanically attach underlayment board in accordance with FM Loss prevention Data 1-28 including enhanced perimeter and corner fastener spacing. Set the fasteners with sufficient force to hold the insulation firmly against the deck surface. Check each fastener to insure that it is securely anchored to the deck, penetrating the top flute only. Do not allow the fastener to damage the underlayment board. Remove loose or defective fasteners.

3.04 INSTALLING VAPOR RETARDER (Not required for this project)

3.05 INSTALLING INSULATION (Not required for this project)

3.06 INSTALLING COVERBOARD

A. Installing Mechanically Fastened Coverboard:
   1. Loose lay the coverboard over the insulation with the long joints running in a continuous straight line. Secure the coverboard and the insulation at the same time with the same fastener.
   2. Mechanically attach coverboard in accordance with FM Loss prevention Data 1-28 including enhanced perimeter and corner fastener spacing. Set the fasteners with sufficient force to hold the insulation firmly against the deck surface. Do not allow the fastener to crush the insulation. Check each fastener to insure that it is securely anchored to the deck. Remove loose or defective fasteners.

B. Install coverboard over the uniform thickness, tapered and cricket insulation.

3.07 INSTALLING EPDM ROOF MEMBRANE

A. Install the membrane with the minimum number of field formed joints. Use the largest size factory formed sheets as is practicable.
   1. If possible start at high points of the roof and work towards the low points. Lap sheets so the flow of water is not against the edges of the sheet.
   2. Position the membrane so it is free of buckles or wrinkles. Do not stretch the membrane. Lay the sheets with a minimum 6-inch lap.
      a. When the edges of the EPDM sheet are not straight so that the inseam tape and cover tape can be applied without distortion, snap a chalk line on the edge of the top sheet and cut the sheet so that the edge is straight.
   3. Allow the membrane to relax for a minimum of 1/2 hour before securing or splicing. When installing membrane in cold weather, allow the membrane to relax for a longer period of time as recommended by the manufacturer.

B. Adhering Roofing Membrane To The Substrate:
   1. Adhere the roofing membrane to the substrate with the manufacturer's bonding adhesive. Mating surfaces must be clean and dry before adhering the membrane.

2. Apply a uniform coating of bonding adhesive to both mating surfaces at the rate recommended by the manufacturer. Do not leave "skips" or "holidays". Do not allow the bonding adhesive to puddle.
3. Do not allow bonding adhesive to come in contact with areas to be spliced.
4. Allow the adhesive to dry until it does not stick to the dry finger touch. Do not attempt to adhere the membrane if the bonding adhesive is wet to the touch.
5. Adhere the membrane to the substrate so it is free of wrinkles, fishmouths, or voids.
6. Broom the membrane to achieve maximum adhesion. Do not try to reposition the sheet once it has been adhered to the substrate.

C. Splicing EPDM Roof Membrane Lap Joints:
1. Splice side and end lap joints of the sheet membrane with the manufacturer's inseam splicing tape and seam cover tape. Do not use splicing cement.
2. Mark the bottom sheet along the edge of the top sheet with a marking crayon.
3. Cleaning and Preparing The Lap Joint:
   a. Remove dirt and dust. Detergent-wash the splice area where dirt has adhered to the membrane. Rinse with clean water and allow to dry thoroughly.
   b. Solvent wash surfaces that will be in contact with inseam tape and cover tape with natural fiber rags soaked in the manufacturer's recommended cleaning agent. Clean the splice area until the sheet is clean and black, with no streaks, and there is no trace of talc or foreign matter left in the splice area. Change rags frequently to avoid spreading the talc or dirt.
   c. The solvent wash is mandatory and cannot be eliminated regardless of the manufacturer's requirements.
4. Installing Inseam Splicing Tape:
   a. Apply the manufacturer's primer to surfaces that will be in contact with the inseam tape. Allow the primer to dry completely before completing the splice.
   b. Position the tape on the bottom sheet with the edge aligned with the previously made markings. Roll the surface of the tape to insure good adhesion.
   c. Fold the top sheet over the tape. Trim the sheet as necessary so that 1/4-inch of the tape is exposed.
   d. Remove the release paper from the top surface of the tape and allow the membrane to come in contact with the tape as the paper is being removed.
   e. Roll the surface of the splice to insure good adhesion.
5. Installing Cover Tape:
   a. Apply the manufacturer's primer to surfaces that will be in contact with the cover tape. Allow the primer to dry completely before completing the splice.
   b. Apply the cover tape centered over the seam. Roll the tape into position while the release paper is being removed.

c. Adhere the tape to the underlying sheet so it is free of wrinkles, fishmouths and voids.
d. Roll the surface of the splice to insure good adhesion.

3.08 INSTALLING EPDM FLASHINGS

A. Splicing EPDM Flashing:
1. Remove dirt and dust. Detergent wash mating surfaces where dirt has adhered to the membrane. Rinse with clean water and allow to dry thoroughly.
2. Solvent wash mating surfaces with natural fiber rags soaked in the manufacturer's cleaning agent. Clean the splice area until the sheet is clean and black, with no streaks, and there is no trace of talc or foreign matter left in the splice area. Change rags frequently to avoid spreading the talc or dirt.
   a. Brush-apply a uniform coating of splicing cement to both mating surfaces at the rate recommended by the manufacturer. Do not leave any "skips" or "holidays". Do not allow the splicing cement to puddle.
   b. Allow the splicing cement to dry until it does not stick to the dry finger touch. Do not complete the splice if the splicing cement is wet.
   c. Adhere the top sheet to the underlying sheet so it is free of wrinkles, fishmouths, and voids.
   d. Roll the splice with a steel roller to insure good adhesion.
   e. Apply a bead of lap sealant along exposed edges and tool to a slightly convex surface. Lap sealant must be applied the same day the splice is completed.

B. Adhering EPDM Flashings To The Substrate:
1. Adhere the flashings to the substrate with the manufacturer's bonding adhesive. Mating surfaces must be clean and dry and smooth before adhering the membrane. Do not adhere membrane directly to masonry surfaces.
2. Apply a uniform coating of bonding adhesive to both mating surfaces at the rate recommended by the manufacturer. Do not leave any "skips" or "holidays". Do not allow the bonding adhesive to puddle.
3. Do not allow bonding adhesive to come in contact with areas to be spliced.
4. Allow the adhesive to dry until it does not stick to the dry finger touch. Do not attempt to adhere the flashing if the bonding adhesive is wet to the touch.
5. Adhere the flashing to the substrate so it is free of wrinkles, fishmouths, or voids.
6. Roll the surface of the flashings to achieve maximum adhesion. Do not try to reposition the flashing once it has been adhered to the substrate.

C. Installing EPDM Base Flashing At Equipment Curbs, Skylight Curbs, and At Walls Where The Roof Membrane Cannot Be Turned Up In One Piece:

1. Complete the splice between the sheet flashing and the roof membrane before bonding the flashing to vertical surfaces. Extend the splice a minimum of 3 inches beyond fastener plates that secure the membrane.
2. Apply bonding adhesive to the substrate. Roll the flashing into the bonding adhesive so there are no wrinkles and no bridging at the base of the flashing. Work the surface of the flashing to insure good adhesion.
3. At inside and outside corners cut and fold the membrane around the corner as recommended by the manufacturer. Apply uncured EPDM corner patches.
4. Apply lap sealant at edges and ends of the flashing.
5. If the base flashing terminates beneath a cap flashing, secure the top edge of the flashing with fasteners 12 inches on center.

D. Installing Termination Bar:
1. Where base flashing does not terminate beneath a cap flashing, seal the top edge as follows:
   a. Set the top one-inch of the flashing in water cut off mastic.
   b. Install a continuous metal termination bar over the flashing and secure one foot on center.
   c. Apply a bead of lap sealant along the top edge.

E. Installing Gravel Stop Flashing:
1. Install the gravel stop over the roofing membrane.
2. Strip in the horizontal portion of the gravel stop with cover tape.
   a. Apply the manufacturer's primer over the metal flange of the gravel stop and the roofing membrane before applying the cover tape.
   b. Apply uncured EPDM cover tape or 6 inch x 6 inch uncured EPDM over "T" joints, at end laps, and at metal joints.
   c. Apply lap sealant at metal joints and along cover tape edges and uncured EPDM patches.

F. Installing Flashing At Snap On Cant Type Gravel Stops:
1. Install the canted water dam portion of the gravel stop over the roofing membrane.
2. Strip in the water dam with one strip of sheet flashing set in splicing cement. Extend the flashing over the front edge of the water dam a minimum of 3 inches and out past the base of the cant a minimum of 3 inches. Apply lap sealant along the splice edge and at splice joints.
   a. Install the fascia portion of the gravel stop.

G. Installing Pipe Flashing:
1. Wherever possible flash pipes through the roof with the manufacturer's premolded pipe flashing.
   a. Cut the flashing to the proper diameter. Apply splicing cement to the bottom of the flashing and to the contact surface of the membrane. Apply water cut-off mastic between the contact surface of the pipe and the flashing. Install the premolded flashing.

b. Install clamping ring around top of flashing. Apply lap sealant around the splice edge of the flashing flange.

2. Where premolded pipe flashings cannot be used, use field fabricated uncured EPDM covertape flashing.
   a. Apply the manufacturer's primer to surfaces that will be in contact with the cover tape. Allow the primer to dry completely before completing the flashing.
   b. Install a square shaped piece of flashing over the membrane. Turn the flashing up onto the pipe 1/2 inch.
   c. Wrap a second piece of flashing around the pipe. Extend the flashing 1/2 inch onto the horizontal portion of previously installed flashing.
   d. Roll the surface of the splice to insure good adhesion.
   e. Adhere the tape to the underlying sheet so it is free of wrinkles, fishmouths and voids.
   f. Apply lap sealant at splice edges and at the top of the flashing.

3.09 PHASING OF MEMBRANE INSTALLATION

A. At the end of each working day temporarily seal the loose edge of the membrane so that water does not flow beneath the covered portion. Unless instructed otherwise, provide temporary seals in the presence of the Town Engineer's Representative. Install the temporary seal using one of the following methods:
   1. Method 1: Apply a 12 inch wide application of hot bitumen over the area to be sealed. While hot, embed the EPDM membrane into the bitumen. Before the Work resumes cut off and discard portions of the membrane that have been embedded in the hot bitumen.
   2. Method 2: Apply the membrane manufacturer's nite seal over the area to be sealed. Embed the EPDM membrane into the nite seal. Apply a continuous weight over the membrane and nite seal. Before the Work resumes cut off and discard portions of the membrane that have been embedded in the nite seal.
   3. Install flashings as the membrane is being installed (same working day). If the flashing cannot be completely installed in one day, progress the installation until the flashing is in a watertight condition.

3.10 FIELD QUALITY CONTROL

A. As the joints are completed or at the end of each workday, in the presence of the Town Engineer's Representative closely examine joints in the membrane and flashing. Cut out and repair areas of the joints that are not fully bonded or that contain "fishmouths" or "wrinkles". Repair the membrane so it is restored to its full waterproof integrity. Lap patches a minimum of 6 inches beyond cuts.

END OF SECTION

SECTION 076000

FLASHING AND TRIM

PART 1 GENERAL

1.01 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

A. Not Applicable

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Wood Nailers and Blocking: Section 061053.

B. EPDM Sheet Roofing System: Sections 075323.

1.03 REFERENCES

A. SMACNA: Sheet Metal and Air Conditioning Contractors' National Association, 4201 Lafayette Center Dr., Chantilly, VA 20151-1209, (703) 803-2980, www.smacna.org.

B. CDA: Copper Development Association Inc., 260 Madison Ave., New York, NY 10016, (212) 251-7200, www.copper.org

C. ASTM: ASTM International, 100 Barr Harbor Dr., PO Box C700, West Conshohocken, PA, 19428-2959, (610) 832-9500, www.astm.org.

1.04 SYSTEM DESCRIPTION

A. Metal flashings, trim, and related accessories that form terminations and waterproof connections.

1.05 SUBMITTALS

A. Product Data: Catalog sheets, specifications, installation instructions for each item specified except for shop or job formed items, solder, flux, and bituminous paint.

C. Samples:
   1. Materials for Flashings: One 6 inch sq piece, for each type material specified.
   2. Gravel Stop: Full section, 6 inches long.

1.06 QUALITY ASSURANCE

A. Except as otherwise shown or specified, comply with applicable recommendations, details, and standards of CDA, and SMACNA.

B. Manufacturer's Recommendations: For factory fabricated items, follow the manufacturer's recommendations and installation instructions unless specifically shown or specified otherwise.

1.07 PROJECT CONDITIONS

A. Do not execute the Work of this Section unless the Town Engineer's Representative is present, or unless they direct that the Work be performed during their absence.

B. Make the roof and all uncompleted flashings watertight at the end of each work day.

PART 2 PRODUCTS

2.01 MATERIALS FOR FLASHING FABRICATION

A. Prefinished Galvanized Steel Sheet: Commercial quality, extra smooth, hot dip galvanized, mill phosphatized galvanized steel sheet, ASTM A653/526.
   1. Finish: Fluorocarbon coating (Polyvinylidene Fluoride, PVDF). Reverse side primed. Shipped with strippable protective tape.
   2. Color: As selected by the Town Engineer's Representative from manufacturer's standard colors.

2.02 FASTENERS

A. Nails: "Stronghold" type large flat head roofing nail.
   1. For Copper: Hardened copper.
   2. For Stainless Steel: Stainless steel.
   3. For Aluminum: Hard aluminum alloy or stainless steel.
   4. For Galvanized: Galvanized.

B. Screws, Bolts, and Other Fastening Accessories:
   1. For Copper: Copper or brass.
   2. For Stainless Steel: Stainless steel.
   3. For Aluminum: Hard aluminum alloy or stainless steel.
   4. For Galvanized: Stainless steel.

2.03 MISCELLANEOUS MATERIALS

A. Type 2 Sealant: One-part acrylic polymer sealant; Pecora AVW-920, PTI 738, or Tremco Mono.

2.04 FABRICATION

A. Where practicable, form and fabricate sheet metal Work in the factory or shop. Produce bends and profiles accurately to the indicated shapes. Where not indicated or specified, follow the applicable requirements of the reference standards listed in PART 1.

B. Formed Gravel Stops:
   1. Galvanized Steel: 24 ga (.023 inch).
   2. Prefinished Galvanized Steel: 24 ga (.023 inch).

C. Extruded Aluminum Gravel Stop: Complete system including gravel stop, extruded aluminum joint cover plates, concealed .025 inch aluminum joint flashing, fasteners, corners, and intersections and all other accessory components. Type F gravel stop by Architectural Products Company, 1290 Aviation Blvd., Suite 200, P.O. Box 630, Hebron, KY, (800) 837-1001, www.archprod.com.
   1. Face Height: Closest manufacturer's standard dimension to face height shown on drawings.
   2. Finish: Clear Anodized/ Color Anodized.
   3. Color: As selected by the Town Engineer's Representative from manufacturer's standard colors.

D. Factory Fabricated Formed Coping: Complete system including .063 inch aluminum coping, anchor plates, joint drainage system, concealed joint covers, corners, and intersections, and all other accessory components by Viridian Systems, 30700 Solon Industrial Parkway, Solon, OH 44139; Metal ERA, 1600 Airport Rd., Waukesha, WI 53188, (800) 558-2162, www.metalera.com; or IMETCO (Innovative Metals Company, Inc.) 2070 Steel Dr., Tucker, GA 30084, (800) 646-3826, www.imetco.com.
   1. Finish: Fluorocarbon Coating (Polyvinylidene Fluoride PVDF)/ Clear Anodized/ Color Anodized.
   2. Color: As selected by the Town Engineer's Representative from manufacturer's standard colors.

PART 3 EXECUTION

3.01 EXAMINATION

A. Coordinate the Work of this Section with other Work for the correct sequencing of items that make up the entire system of weatherproofing or waterproofing.

3.02 PREPARATION

A. Do not install the Work of this Section unless all necessary nailers, blocking and other supporting components have been provided.

B. Do not install the Work of this Section unless all substrates are clean and dry.

3.03 INSTALLATION

A. Isolation: Separate dissimilar metals from each other with bituminous paint.

B. Touch-Up Painting: After all prefinished galvanized steel flashings have been installed, apply the metal coating manufacturer's touch-up paint to all soldered areas and all other areas where the finish has been damaged.

1. Form the base flashing from individual pieces 9 inches long. Extend the base flashing onto the roof surface 5 inches and up beneath cap flashings a minimum of 3 inches.
   a. Lace the base flashing in with the shingles. Set each piece 1/2 inch up from the butt of the shingles. Nail the flashing to the roof surfaces only, with 2 nails along the concealed top edge.

C. Installing Formed Metal Gravel Stops:
1. Form the gravel stop into lengths not exceeding 8'-0". Allow 1/4 inch between sections for expansion.
2. Install a continuous edge strip secured 8 inches oc.
3. Install a 12 inch wide concealed splice plate at all joints. Form the splice plate to the exact shape of the gravel stop. Center the splice plate beneath the joints of the gravel stop and secure to the roof deck.
4. Apply the membrane manufacturer's recommended sealant between the contact surface of the horizontal portion of the splice plate and the gravel stop.
5. Extend the horizontal portion of the gravel stop onto the roof surface a minimum of 4 inches and terminate in a 1/2 inch folded edge. Secure with nails spaced 3 inches oc staggered. Hook the drip edge of the gravel stop over a continuous metal edge strip.

D. Installing Extruded Aluminum Gravel Stop:
1. Install 12 inches wide .025 inch concealed aluminum flashing beneath the gravelstop at all joints.
2. Apply the membrane manufacturer's recommended sealant between the contact surfaces of the horizontal portion of the splice plate and the gravel stop.
3. Secure the gravel stop at the mid point, and at ends of each 10 ft. section. Allow a 1/2 inch space between each section for expansion.
4. Install a 4 inch wide exposed aluminum cover plate at all joints.

E. Installing Formed Metal Coping:
1. Form the coping into lengths not exceeding 8'-0".
2. Join coping sections with 1-1/2 inch loose locked seams filled with Type 3 sealant.

3. Hook the front and back edges of the coping over continuous metal edge strips. Nail the edge strip 6 inches oc.

F. Installing Factory Fabricated Formed Metal Coping:
1. Install in accordance with the manufacturer's written instructions unless shown or specified otherwise.

END OF SECTION

SECTION 077200

ROOF ACCESSORIES

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Base Flashing: Section 075323.

1.02 SUBMITTALS

A. Product Data: Manufacturer's catalog sheets, specifications, and installation instructions.

B. Contract Closeout Submittals:
   1. Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Director's Representative.

1.04 SEQUENCING AND SCHEDULING

A. Coordinate installation of roof accessories with roofing and flashing.

PART 2 PRODUCTS

2.01 ROOF HATCHES

A. Aluminum units by Babcock-Davis, 9300 73rd Ave N, Brooklyn Park, MN 055428, consisting of an insulated and weather-stripped hinged cover on an insulated curb fitted with integral cap flashing. (60 x 60 inches)
   1. Cover: 11 gage mill finish aluminum with 3 inch beaded or hemmed flange, 1 inch thick fiberglass insulation covered by a 18 gage aluminum liner, and neoprene or closed cell rubber gasket seal around perimeter. Cover shall open to 90 degrees.
      a. Double Leaf: 1/2 inch in 12 inches minimum cover slope; weatherproof joint between leaves.
   2. Curb: 11 gage mill finish aluminum 12 inches high with 3-1/2 inch flange at bottom with holes for securing to roof deck, 11 gage aluminum cap flashing at top, and 1 inch thick rigid fiberboard insulation on exterior of curb.
   3. Fabrication: Continuously weld metal joints.

4. Hardware: Zinc or cadmium plated steel; heavy pintle hinges, enclosed spring operators, positive snap latch with turn handles inside and outside, padlock hasp inside, and automatic hold-open/ operating arm with one hand grip release handle.
   a. Two point lock on double leaf hatches.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install units in accordance with the manufacturer's instructions, unless shown otherwise on the Drawings. Securely anchor units in place to the substrate by bolting, screwing or welding.

B. Where mounting flanges are set directly in the roofing, embed the flanges in roofing cement or other waterproof mastic or adhesive as recommended by the manufacturer of the roofing. On sloping surfaces, integrate mounting flanges with roofing elements to properly shed water.

3.02 ADJUSTING

A. Adjust movable parts for smooth operation.

B. Test-operate unit with operable components. Clean and lubricate joints and hardware. Adjust as required.

3.03 CLEANING

A. Clean exposed surfaces per manufacturer's written instructions. Touch up damaged metal coatings.

END OF SECTION

SECTION 099101

CONSTRUCTION PAINTING

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Not Applicable

1.02 DEFINITIONS

A. The word "paint" in this Section refers to substrate cleaners, fillers, sealers, primers, undercoats, enamels and other first, intermediate, last or finish coatings.

B. The word "primer" in this Section refers to substrate cleaners, fillers, sealers, undercoats, and other first or intermediate coats beneath the last or finish coating.

C. The words "finish paint" in this Section refers to the last or final coat and previous coats of the same material or product directly beneath the last or final coat.

D. Finish Paint Systems: Finish paint and primers applied over the same substrate shall be considered a paint system of products manufactured or recommended by the finish coat manufacturer.
   1. Finish paint products shall meet or exceed specified minimum physical properties.

1.03 SUBMITTALS

A. Painting Schedule: Will not be required.

B. Product Data Sheets: Manufacturer's published product data sheets describing the following for each finish paint product to be applied:
   1. Percent solids by weight and volume, solvent, vehicle, weight per gallon, ASTM D 523 gloss/reflectance angle, recommended wet and dry film thickness, volatile organic compound (VOC) content in lbs/gallon, product use limitations and environmental restrictions, substrate surface preparation methods, directions and precautions for mixing and thinning, recommended application methods, square foot area coverage per gallon, storage instructions, and shelf-life expiration date.
   2. Manufacturer's recommended primer for each finish paint product and substrate to be painted.
   3. Manufacturer's complete range of available colors for each finish paint product to be applied.

C. Finish Paint Type Samples: Two finish paint samples applied over recommended primers for each substrate to be painted.
   1. Samples shall be in the designated color and specified ASTM D 523 reflectance.

2. Identify each sample with the following information:
   a. Finish paint and primer manufacturer, product names and numbers, finish paint color and reflectance.
3. Leave a 1 inch wide exposed strip of unpainted substrate and each coat of primer and finish paint.
4. Sample Sizes:
   a. Trim: 12 inch long.

1.04 QUALITY ASSURANCE

A. Volatile Organic Compounds (VOCs) Regulatory Requirements: Chapter III of Title 6 of the official compilation of Codes, Rules and Regulations of the State of New York (Title 6 NYCRR), Part 205 Architectural Surface Coatings.
   1. Certificate of Compliance: List of each paint product to be delivered and installed. List shall include written certification stating that each paint product listed complies with the VOC regulatory requirements in effect at the time of job site delivery and installation.

B. Container Labels: Label each product container with paint manufacturer's name, product name and number, color name and number, thinning and application instructions, date of manufacture, shelf-life expiration date, required surface preparations, recommended coverage per gallon, wet and dry film thickness, drying time, and clean up procedures.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to the Site in original, unopened containers and cartons bearing manufacturer's printed labels. Do not deliver products which have exceeded their shelf life, are in open or damaged containers or cartons, or are not properly labeled as specified.

B. Storage and Handling: Store products in a dry, well ventilated area in accordance with manufacturer's published product data sheets. Storage location shall have an ambient air temperature between 45 degrees F and 90 degrees F.

1.06 PROJECT CONDITIONS

A. Environmental Requirements:
   1. Ambient Air Temperature, Relative Humidity, Ventilation, and Surface Temperature: Comply with paint manufacturer's published product data sheet or other printed product instructions.
   2. Maintain environmental requirements throughout the drying period.

1.07 EXTRA MATERIALS

A. Provide extra finish paint materials, from the same production run as paints to be applied, in the following quantities for each color installed:
   1. Paint Type EAL-1 : one gallon each type.

PART 2 PRODUCTS

2.01 PAINT MANUFACTURERS

A. Where noted, the following finish paint manufacturers produce the paint types specified.
   1. Benjamin Moore and Co., 51 Chestnut Ridge Rd., Montvale, NJ 07645, (201) 573-9600.
   2. PPG Architectural Finishes, One PPG Plaza, Pittsburgh, PA 15272, (800) 441-9695.
   3. Sherwin-Williams Co., Cleveland, OH 44101, (800) 321-8194.
   4. Valspar Corp., 1401 Severn St., Baltimore, MD 21230, (800) 638-7756.
   5. Wm. Zinsser & Co., 39 Belmont Dr., Somerset, NJ 08875-1285, (908) 469-8100.

2.02 MISCELLANEOUS PRODUCTS

A. Cleaning Solvents: Low toxicity with flash point in excess of 100 degrees F.

B. Masking Tape: Removable paper or fiber tape, self-adhesive and nonstaining.

C. Stain Blocker, Primer-Sealer: As recommended by finish paint manufacturer.

2.03 FINISH PAINT TYPES

A. Physical Properties:
   1. Specified percent solids by weight and volume, pigment by weight, wet and dry film thickness per coat, and weight per gallon are minimum physical properties of acceptable materials.
      a. Opaque Pigmented Paints: Physical properties specified are for white titanium dioxide base before color pigments are added.
      b. Specified minimum wet and dry film thickness per coat are for determining acceptable finish paint products. Minimum wet and dry film thickness per coat to be applied shall comply with approved finish paint manufacturer's product data sheets.
   2. Gloss or Reflectance: The following ASTM D 523 specified light levels and angles of reflectance:
      a. Flat: Below 15 at 85 degrees.

B. Exterior Finish Paint Types:
   1. Paint Type EAL-1: Exterior Acrylic Latex, Flat.
      a. Solids by Weight: 52.0 percent.
      b. Solids by Volume: 32.0 percent.
      c. Solvent: Water.
      d. Vehicle: 100 percent acrylic resin.
      e. Weight Per Gallon: 10.5 lbs.
      f. Wet Film Thickness: 4.0 mils.
      g. Dry Film Thickness: 1.3 mils.
      h. Manufacturers: PPG, Sherwin-Williams.

C. Colors: Provide paint colors to be selected by the Town Engineer's Representative from finish paint manufacturers available color selections.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine surfaces to be prepared, primed, or painted for compliance with contract documents, required environmental conditions, manufacturer's product data sheets, product label instructions and other written requirements.
   1. Do not begin any phase of the work without first checking and verifying that surfaces and environmental conditions are acceptable for such work and that any earlier phase deficiencies and discrepancies have been properly corrected.
      a. The commencement of new work shall be interpreted to mean acceptance of surfaces to be affected.

3.02 PREPARATION

A. Protection: Cover and protect surfaces to be painted, adjacent surfaces not to be painted, and removed furnishings and equipment from existing paint removals, airborne sanding particles, cleaning fluids and paint spills using suitable drop cloths, barriers and other protective devices.
   1. Adjacent exterior surface protections include roofs, walls, landscaping, driveways and walkways. Interior protections include floors, walls, furniture, furnishings and electronic equipment.
   2. Schedule and coordinate surface preparations so as not to interfere with work of others or allow airborne sanding dust particle to fall on freshly painted surfaces.

B. Clean and prepare surfaces to be painted in accordance with specifications, paint manufacturer's approved product data sheets and printed label instructions. In the event of conflicting instructions or directions, the more stringent requirements shall apply.
   1. Cleaners: Use only approved products manufactured or recommended by finish paint manufacturer. Unless otherwise recommended by cleaner manufacturer, thoroughly rinse with clean water to remove surface contaminants and cleaner residue.

D. Painting Material Preparations:
   1. Prepare painting materials in accordance with manufacturer's approved product data sheets and printed label instructions.
      a. Stir materials before and during application for a consistent mixture of density. Remove container surface paint films before stirring and mixing.
      b. Slightly tint first opaque finish coat where primer and finish coats are the same color.

c. Do not thin paints unless allowed and directed to do so in writing within limits stated on approved product data sheets.

3.03 APPLICATION

A. Environmental Conditions:
1. Water-based Paints: Apply when surface temperatures will be 50 degrees Fahrenheit to 90 degrees Fahrenheit throughout the drying period.
2. Other Paints: Apply when surface temperatures will be 45 degrees Fahrenheit to 95 degrees Fahrenheit throughout the drying period.
3. Apply exterior paints during daylight hours free from rain, snow, fog and mist when ambient air conditions are more than 5 degrees above the surface dewpoint temperature and relative humidity less than 85 percent.
   a. When exterior painting is allowed or required during nondaylight hours, provide portable outdoor weather recording station with constant printout showing hourly to diurnal air temperature, humidity, and dewpoint temperature.
4. Exterior Cold Weather Protection: Provide heated enclosures necessary to maintain specified temperature and relative humidity conditions during paint application and drying periods.

B. Install approved paints where specified, or shown on the drawings, and to match approved field examples.
1. Paint Applicators: Brushes, rollers or spray equipment recommended by the paint manufacturer and appropriate for the location and surface area to be painted.
   a. Approved minimum wet and dry film thicknesses shall be the same for different application methods and substrates.

C. Paint Type Coats To Be Applied: Unless specified otherwise by finish paint manufacturer's product data sheet, the number of coats to be applied for each paint type are as follows:
1. Paint Types EAL:
   a. New Unpainted Surfaces: Apply 1 coat of primer and 2 coats of finish paint.

D. Surfaces: Unless otherwise specified or shown on the drawings, paint surfaces as follows:
1. Exterior Surfaces:
   a. Plastic Simulated Wood Substrates:
      1) Trim: Paint Type EAL-1.

3.04 FIELD QUALITY CONTROL

A. Paint Samples: Assist the Director's Representative in obtaining random one quart paint samples for testing at any time during the Work.
1. Notify the Director's Representative upon delivery of paints to the Site.

2. Furnish new one quart metal paint containers with tight fitting lids and suitable labels for marking.
   a. Furnish labor to thoroughly mix paint before sampling and provide assistance with sampling when required.

3.05 ADJUSTING AND CLEANING

A. Reinstall removed items after painting has been completed.
   1. Restore damaged items to a condition equal to or better than when removed. Replace damaged items that cannot be restored.

B. Touch up and restore damaged finish paints. Touch up and restoration paint coats are in addition to the number of specified finish paint coats.

C. Remove spilled, splashed, or spattered paint without marring, staining or damaging the surface. Restore damaged surfaces to the satisfaction of the Director's representative.

D. Remove temporary barriers, masking tape, and other protective coverings upon completion of painting, cleaning and restoration work.

END OF SECTION

APPENDIX

Barton
&Loguidice

August 15, 2023

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

Re: Asbestos Investigation and Sampling Services
Roof Replacement Project for Two Pump Stations, Town of Rotterdam

File: 904.060.001

Dear Ms. Collins:

This letter and attachments represent Barton & Loguidice, D.P.C.'s (B&L's) report for the above-referenced project.

Introduction

B&L was retained by the Town of Rotterdam to conduct an asbestos roof survey for two Town owned pump stations, located in the field behind 1212 Main Street, Rotterdam Junction, New York. The focus of the investigation was to identify and sample suspect asbestos-containing materials potentially impacted by the proposed roof replacement project. Prior to any demolition or renovation activities, all asbestos containing materials (ACMs) must be removed by a NYS licensed asbestos abatement contractor.

The survey was conducted by Sebastian Reeves representing B&L on July 26, 2023. Mr. Reeves is a New York State Department of Labor (DOL) certified asbestos inspector. A copy of his inspector certification and B&L's company license are provided in Appendix A.

Discussion and Results

Asbestos Sampling

Representative sampling was conducted throughout the accessible areas potentially impacted by the planned roof replacement project. Friable samples were collected in triplicate and submitted for analysis by polarized light microscopy (PLM) with dispersion staining. Friable samples were analyzed utilizing serial analysis. Non-friable organically bound (NOB) materials were analyzed in accordance with New York State Department of Health requirements. NOBs are first subjected to an ashing and acid washing procedure to properly break down the material. The sample is then analyzed by PLM for asbestos content. If asbestos is found, the analysis is complete. However, a negative result must be confirmed by using transmission electron microscopy (TEM). All samples were analyzed by AmeriSci of New York, Inc. located in New York, New York.

The survey included the collection of six duplicate sets of friable materials samples and thirteen NOB duplicate sample sets. Laboratory reports, sample chain-of-custody forms, and laboratory certifications are included in Appendix B. Material sample results are summarized in the table below:

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

East Pump Station – Town of Rotterdam – Asbestos Sample Results					
Sample Number	**Material Description**	**Estimated Quantity**	**Condition/ Friability**	**Lab Results (% Asbestos)**	**Material Location**
CB-1-1,2	**Transite ceiling board, gray**	**650 SF**	**Fair/ Friable**	**Chrysotile 15.4**	**Int. ceiling, soffit**
CBTAPE-2-1,2	Seam tape for ceiling board, white	NA	Fair/ Friable	NAD	Int. ceiling
CHIMNEY-3-1,2	**Chimney louver packing, white**	**1 SF**	**Fair/Friable**	**Chrysotile 26.7**	**Int. chimney**
SILVERP-4-1,2	Silver roof paint	NA	Poor/Non-Friable	Chrysotile Trace	Roof coat
WHITEP-5-1,2	White roof paint	NA	Poor/Non-Friable	NAD	Roof coat
FLASH-6-1,2	**Chimney flashing, black**	**10 SF**	**Poor/Non-Friable**	**Chrysotile 7.4**	**Roof chimney**
RSEAM-7-1,2	Roof seam sealant, black	NA	Poor/Non-Friable	Chrysotile Trace	Roof seams
RMEMBRANE-8-1,2	Upper roof membrane, black	NA	Poor/Non-Friable	Chrysotile Trace	Roof main field
RMEMBRANE-9-1,2	**Lower roof membrane, black**	**700 SF**	**Poor/Non-Friable**	**Chrysotile 2.4**	**Roof main field**
VB-10-1,2	Tar felt paper vapor barrier, black	NA	Poor/Non-Friable	NAD	On roof deck
MOP-11-1,2	Tar mop on fascia	NA	Poor/Non-Friable	NAD	Roof fascia

NAD: No Asbestos Detected
N/A: Not Applicable
Trace: Less than 1.0 % asbestos

West Pump Station – Town of Rotterdam – Asbestos Sample Results					
Sample Number	**Material Description**	**Estimated Quantity**	**Condition/ Friability**	**Lab Results (% Asbestos)**	**Material Location**
CB-1-1,2	**Transite ceiling board, gray**	**300 SF**	**Fair/ Friable**	**Chrysotile 20.0**	**Int. ceiling, soffit**
CHIMNEY-2-1,2	**Chimney louver packing, white**	**1 SF**	**Fair/Friable**	**Chrysotile 6.3**	**Int. ceiling**
PWHITE-3-1,2	**White roof paint**	**100 SF**	**Poor/Non-Friable**	**Chrysotile 5.4**	**Roof coat**
PSILVER-4-1,2	Silver roof paint	NA	Poor/Non-Friable	NAD	Roof coat
FLASH-5-1,2	Chimney flashing, black	NA	Poor/Non-Friable	NAD	Roof chimney
SEAM-6-1,2	Roof seam sealant, black	NA	Poor/Non-Friable	NAD	Roof seams
MEMBRANE-7-172	Roof membrane, black	NA	Poor/Non-Friable	NAD	Roof main field
FB-8-1,2	Fiber board roof insulation, light brown	NA	Poor/Friable	NAD	Directly on roof deck

NAD: No Asbestos Detected
N/A: Not Applicable
Trace: Less than 1.0 % asbestos

Of the materials sampled for asbestos, **five** were found to be asbestos-containing. The samples collected from the **transite ceiling board** inside both pump stations, **chimney louver packing** for both chimneys, **chimney flashing**, **roof membrane** and **white roof paint** were all found to contain asbestos.

In accordance with NYSDOL Industrial Code Rule 56, all material determined to be asbestos-containing must be removed by a licensed asbestos abatement contractor prior to demolition activities affecting them. This regulation also requires that a copy of this report be provided on site for all contractors to review during the work. A copy must also be sent to the local NYSDOL asbestos control bureau office, the government entity charged with issuing demolition permits or, if no such permit is required, to the town or city clerk where the building is located. Should unidentified materials be discovered during the demolition work, the owner and contractor will be liable to follow the procedures identified in ICR56.

If you have any questions, please call me at (518) 218-1801. It was a pleasure working with you on this project and I hope we can be of service in the future.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Sebastian L. Reeves
Senior Project Industrial Hygienist

John E. Rigge
Vice President

SLR/JER

Attachments

Appendix A

NYSDOL Inspector Certification & Company License

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Barton & Loguidice, D.P.C.
443 Electronics Parkway, Liverpool, NY, 13088

License Number: 29267
License Class: RESTRICTED
Date of Issue: 02/03/2023
Expiration Date: 02/29/2024
Duly Authorized Representative: Scott D Nostrand

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

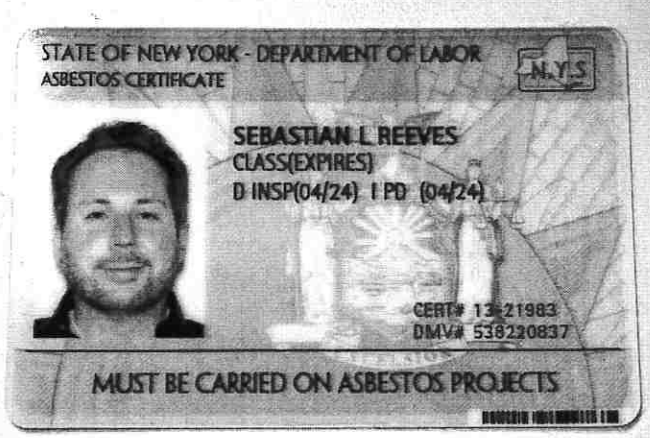
Amy Phillips, Director
For the Commissioner of Labor

EXCELSIOR

403

September 13, 2023

SH 432 (12/21)


STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE
N.Y.S
SEBASTIAN L REEVES
CLASS(EXPIRES)
D INSP(04/24) I PD (04/24)
CERT# 13-21983
DMV# 538230837
MUST BE CARRIED ON ASBESTOS PROJECTS

Appendix B

Laboratory Reports, Laboratory Certifications, & Sample Chain-of-Custody Forms

NEW YORK STATE OF OPPORTUNITY. | Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, M.D., M.P.H.
Acting Commissioner

MEGAN E. BALDWIN
Acting Executive Deputy Commissioner

LAB ID: 11480

March 30, 2023

MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

Certificate Expiration Date:
April 01, 2024

Dear Ms. Lu,

Enclosed are certificate(s) of approval issued to your environmental laboratory for the current permit year. The certificate(s) supersede(s) any previously issued one(s) and is(are) in effect through the expiration date listed. Please carefully examine the certificate(s) to insure that the categories, subcategories, analytes, and methods for which your laboratory is approved are correct. In addition, verify that your laboratory's name, address, lead technical director, and identification number are accurate.

Pursuant to NYCRR Subpart 55-2.2, original certificates must be posted conspicuously in the laboratory and copies shall be made available to any client of the laboratory upon request.

Pursuant to NYCRR Subpart 55-2.6, any misrepresentation of the fields of accreditation (category - method - analyte) for which your laboratory is approved may result in denial, suspension, or revocation of your certification. Any use of the Environmental Laboratory Approval Program (ELAP) or National Environmental Laboratory Accreditation Program (NELAP) name, reference to the laboratory's approval status, and/or using the NELAP logo in any catalogs, advertising, business solicitations, proposals, quotations, laboratory analytical reports, or other materials must include the laboratory's ELAP identification number and distinguish between testing for which the laboratory is approved and testing for which the laboratory is not approved.

If you have any questions, please contact us at the Environmental Laboratory Approval Program, Wadsworth Center, New York State Department of Health, Empire State Plaza, Albany NY, 12237; by phone at (518) 485-5570; by facsimile at (518) 485-5568; and by email at elap@health.ny.gov.

Sincerely,

Amy J. Steuerwald

Amy J. Steuerwald, Ph.D.
Director, Environmental Laboratory Approval Program

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES POTABLE WATER
All approved analytes are listed below:

Miscellaneous

Asbestos	EPA 100.2

Serial No.: 66401

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

Page 1 of 1

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 66402

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

Page 1 of 1

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES AIR AND EMISSIONS
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos	40 CFR 763 APX A No. III
	YAMATE,AGARWAL GIBB
	NIOSH 7402
Fibers	NIOSH 7400 A RULES

Serial No.: 66403

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Barton & Loguidice, D.P.C.
Attn: John E. Rigge
443 Electronics Parkway

Liverpool, NY 13088

Date Received 07/27/23
Date Examined 07/28/23
ELAP # 11480
AmeriSci Job # 223074099
P.O. #
Page 1 of 4
RE: 904.060.001; Rotterdam Pump Station West; Asbestos Investigation - Building: West PS - 1212 Main Street

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CB-1-1 1 **Location:** Bulk Material	223074099-01	***Yes***	20% (by NYS ELAP 198.1) by Bo Sun on 07/28/23
Analyst Description: White/Gray, Homogeneous, Fibrous, Cementitious, Bulk Material **Asbestos Types:** Chrysotile 20.0 % **Other Material:** Non-fibrous 80%			
CB-1-2 1 **Location:** Bulk Material	223074099-02		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
CHIMNEY-2-1 2 **Location:** Bulk Material	223074099-03	***Yes***	6.3% (ELAP 400 PC) by Bo Sun on 07/28/23
Analyst Description: White, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** Chrysotile 6.3 % **Other Material:** Non-fibrous 93.7%			
CHIMNEY-2-2 2 **Location:** Bulk Material	223074099-04		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
FB-8-1 8 **Location:** Bulk Material	223074099-05	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 07/28/23
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 40%, Non-fibrous 60%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.060.001; Rotterdam Pump Station West; Asbestos Investigation - Building: West PS - 1212 Main Street

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FB-8-2 8 **Location:** Bulk Material	223074099-06	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 07/28/23
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 40%, Non-fibrous 60%			
PWHITE-3-1 3 **Location:** Bulk Material	223074099-07	***Yes***	Trace (<0.25 % pc)[1] (ELAP 400 PC) by Bo Sun on 07/28/23
Analyst Description: Black/White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.25 % pc **Other Material:** Non-fibrous 29.8%			
PWHITE-3-2 3 **Location:** Bulk Material	223074099-08	***Yes***	5.4% (by NYS ELAP 198.6) by Bo Sun on 07/28/23
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile 5.4 % **Other Material:** Non-fibrous 21.8%			
PSILVER-4-1 4 **Location:** Bulk Material	223074099-09	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 07/28/23
Analyst Description: Black/Silver, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 42.3%			
PSILVER-4-2 4 **Location:** Bulk Material	223074099-10	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 07/28/23
Analyst Description: Black/Silver, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 44.5%			
FLASH-5-1 5 **Location:** Bulk Material	223074099-11	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 07/28/23
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 43.7%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.060.001; Rotterdam Pump Station West; Asbestos Investigation - Building: West PS - 1212 Main Street

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FLASH-5-2 5 **Location:** Bulk Material	223074099-12	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 07/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 12.8%			
SEAM-6-1 6 **Location:** Bulk Material	223074099-13	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 07/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 15.6%			
SEAM-6-2 6 **Location:** Bulk Material	223074099-14	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 07/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 17.6%			
MEMBRANE-7-1 7 **Location:** Bulk Material	223074099-15	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 07/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 12%			
MEMBRANE-7-2 7 **Location:** Bulk Material	223074099-16	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 07/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.3%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.060.001; Rotterdam Pump Station West; Asbestos Investigation - Building: West PS - 1212 Main Street

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Reporting Notes:

(1) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Bo Sun
Date: 7/28/2023

Reviewed by: Gabriella Morozov

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Motic, Model BA310 Pol Scope, Microscope, Serial #: 1190000538, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

Client Name: Barton & Loguidice, D.P.C.

Table I
Summary of Bulk Asbestos Analysis Results

904.060.001; Rotterdam Pump Station West; Asbestos Investigation - Building: West PS - 1212 Main Street

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	CB-1-1	1	---	---	---	---	Chrysotile 20.0	NA
Location: Bulk Material								
02	CB-1-2	1	---	---	---	---	NA/PS	NA
Location: Bulk Material								
03	CHIMNEY-2-1	2	---	---	---	---	Chrysotile 6.3	NA
Location: Bulk Material								
04	CHIMNEY-2-2	2	---	---	---	---	NA/PS	NA
Location: Bulk Material								
05	FB-8-1	8	---	---	---	---	NAD	NA
Location: Bulk Material								
06	FB-8-2	8	---	---	---	---	NAD	NA
Location: Bulk Material								
07	PWHITE-3-1	3	0.162	66.1	4.2	29.8	Chrysotile <0.25	NA
Location: Bulk Material								
08	PWHITE-3-2	3	0.252	66.2	6.6	21.8	Chrysotile 5.4	NA
Location: Bulk Material								
09	PSILVER-4-1	4	0.182	29.0	28.6	42.3	NAD	NAD
Location: Bulk Material								
10	PSILVER-4-2	4	0.214	25.0	30.6	44.5	NAD	NAD
Location: Bulk Material								
11	FLASH-5-1	5	0.212	43.6	12.7	43.7	NAD	NAD
Location: Bulk Material								
12	FLASH-5-2	5	0.266	75.7	11.5	12.8	NAD	NAD
Location: Bulk Material								
13	SEAM-6-1	6	0.218	54.9	29.5	15.6	NAD	NAD
Location: Bulk Material								
14	SEAM-6-2	6	0.245	66.2	16.1	17.6	NAD	NAD
Location: Bulk Material								
15	MEMBRANE-7-1	7	0.352	76.0	11.9	12.0	NAD	NAD
Location: Bulk Material								
16	MEMBRANE-7-2	7	0.268	75.7	15.1	9.3	NAD	NAD
Location: Bulk Material								

See Reporting notes on last page

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September 13, 2023

Client Name: Barton & Loguidice, D.P.C.

Table I
Summary of Bulk Asbestos Analysis Results

904.060.001; Rotterdam Pump Station West; Asbestos Investigation - Building: West PS - 1212 Main Street

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM

Analyzed by: Gabriella Morozov
Date: 7/29/2023

Reviewed by: Gabriella Morozov

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H600-Noran 7 System, Microscope, Serial #: 600-27-6. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

415

September 13, 2023

Barton & Loguidice

Asbestos Bulk Sample Chain-of-Custody
10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Pump Station West**
Asbestos Investigation
Building: West PS - 1212 Main Street

Project No.: **904.060.001**
Date Sampled: **7/26/2023**
Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Medium	Analysis Required	Method Reference
CB-1-1	7/26/2023	BULK	% Asbestos	PLM
CB-1-2	7/26/2023	BULK	% Asbestos	PLM
CHIMNEY-2-1	7/26/2023	BULK	% Asbestos	PLM
CHIMNEY-2-2	7/26/2023	BULK	% Asbestos	PLM
FB-8-1	7/26/2023	BULK	% Asbestos	PLM
FB-8-2	7/26/2023	BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM

Comments: **Stop at first positive (> than 1% asbestos) in each triplicate sample series.**
Prices as per agreement.

Report Results to:

E-mail: **John Rigge** **TAT: 72RS** jrigge@bartonandloguidice.com
Sebastian Reeves sreeves@bartonandloguidice.com
Written: John Rigge 10 calendar days
Invoice: John Rigge 10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		7/26/23
Received by Lab.:	Jaworski Fed Ex Ground	7/27/23 11:47
Received by Analyst:	BOSMX	7-28-23 19:10
		7/29/23 10:30

223074099

Barton & Loguidice

Asbestos Bulk Sample Chain-of-Custody
10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Pump Station West**
Asbestos Investigation
Building: West PS - 1212 Main Street

Project No.: **904.060.001**
Date Sampled: **7/26/2023**
Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Medium	Analysis Required	Method Reference
PWHITE-3-1	7/26/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
PWHITE-3-2	7/26/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
PSILVER-4-1	7/26/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
PSILVER-4-2	7/26/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
FLASH-5-1	7/26/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
FLASH-5-2	7/26/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
SEAM-6-1	7/26/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
SEAM-6-2	7/26/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
MEMBRANE-7-1	7/26/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
MEMBRANE-7-2	7/26/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM

Comments: **Advance to TEM if PLM result is 1% asbestos or less.**
Stop at first positive in each sample set.

Report Results to:

E-mail: **John Rigge** **TAT: 72RS** jrigge@bartonandloguidice.com
Sebastian Reeves sreeves@bartonandloguidice.com
Written: John Rigge 10 calendar days
Invoice: John Rigge 10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		7/26/23
Received by Lab.:	JoNeretich	7/27/23 11:47
Received by Analyst:	BO Sun	7.28.23 1900
		7/29/23 10:30

228074099

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Barton & Loguidice, D.P.C.
Attn: John E. Rigge
443 Electronics Parkway

Liverpool, NY 13088

Date Received 07/27/23
Date Examined 07/28/23
ELAP # 11480

AmeriSci Job # 223074097
P.O. #
Page 1 of 5

RE: 904.060.001; Rotterdam Pump Station East; Asbestos Investigation - Building: East PS - 1212 Main Street

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CB-1-1 1 **Location:** Bulk Material	223074097-01	***Yes***	15.4% (by NYS ELAP 198.1) by Valeriu Voicu on 07/28/23
Analyst Description: Gray, Homogeneous, Fibrous, Cementitious, Bulk Material **Asbestos Types:** Chrysotile 15.4 % **Other Material:** Non-fibrous 84.6%			
CB-1-2 1 **Location:** Bulk Material	223074097-02		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
CBTAPE-2-1 2 **Location:** Bulk Material	223074097-03	***No***	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 07/28/23
Analyst Description: White/Tan, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 35%, Non-fibrous 65%			
CBTAPE-2-2 2 **Location:** Bulk Material	223074097-04	***No***	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 07/28/23
Analyst Description: White/Tan, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 30%, Non-fibrous 70%			
CHIMNEY-3-1 3 **Location:** Bulk Material	223074097-05	***Yes***	26.7% (by NYS ELAP 198.1) by Valeriu Voicu on 07/28/23
Analyst Description: White, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** Chrysotile 26.7 % **Other Material:** Non-fibrous 73.3%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.060.001; Rotterdam Pump Station East; Asbestos Investigation - Building: East PS - 1212 Main Street

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CHIMNEY-3-2 3 **Location:** Bulk Material	223074097-06		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
SILVER-4-1 4 **Location:** Bulk Material	223074097-07	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 07/28/23
Analyst Description: Silver/Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Wollastonite Trace, Non-fibrous 23.2%			
SILVER-4-2 4 **Location:** Bulk Material	223074097-08	***Yes***	Trace (<0.25 % pc)[1] (ELAP 400 PC) by Valeriu Voicu on 07/28/23
Analyst Description: Silver, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.25 % pc **Other Material:** Wollastonite 2%, Non-fibrous 28.7%			
WHITEP-5-1 5 **Location:** Bulk Material	223074097-09	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 07/28/23
Analyst Description: White/Silver, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 12.8%			
WHITEP-5-2 5 **Location:** Bulk Material	223074097-10	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 07/28/23
Analyst Description: White/Silver, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 11%			
FLASH-6-1 6 **Location:** Bulk Material	223074097-11	***Yes***	7.4% (by NYS ELAP 198.6) by Valeriu Voicu on 07/28/23
Analyst Description: Silver/Black, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** Chrysotile 7.4 % **Other Material:** Non-fibrous 14.9%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.060.001; Rotterdam Pump Station East; Asbestos Investigation - Building: East PS - 1212 Main Street

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FLASH-6-2 6 **Location:** Bulk Material	223074097-12		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
RSEAM-7-1 7 **Location:** Bulk Material	223074097-13	***Yes***	Trace (<0.25 % pc)[1] (ELAP 400 PC) by Valeriu Voicu on 07/28/23
Analyst Description: Silver/Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.25 % pc **Other Material:** Non-fibrous 8.6%			
RSEAM-7-2 7 **Location:** Bulk Material	223074097-14	***Yes***	Trace (<0.25 % pc)[1] (ELAP 400 PC) by Valeriu Voicu on 07/28/23
Analyst Description: Silver/Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.25 % pc **Other Material:** Non-fibrous 21.3%			
RMEMBRANE-8-1 8 **Location:** Bulk Material	223074097-15	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 07/28/23
Analyst Description: Silver/Black, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 5%, Non-fibrous 12.1%			
RMEMBRANE-8-2 8 **Location:** Bulk Material	223074097-16	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 07/28/23
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 3%, Non-fibrous 13.6%			
RMEMBRANE-9-1 9 **Location:** Bulk Material	223074097-17	***Yes***	Trace (<0.25 % pc)[1] (ELAP 400 PC) by Valeriu Voicu on 07/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.25 % pc **Other Material:** Non-fibrous 26%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.060.001; Rotterdam Pump Station East; Asbestos Investigation - Building: East PS - 1212 Main Street

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
RMEMBRANE-9-2 9 **Location:** Bulk Material	223074097-18	***Yes***	2.4% (by NYS ELAP 198.6) by Valeriu Voicu on 07/28/23
Analyst Description: Black/Gray, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** Chrysotile 2.4 % **Other Material:** Non-fibrous 30%			
VB-10-1 10 **Location:** Bulk Material	223074097-19	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 07/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.5%			
VB-10-2 10 **Location:** Bulk Material	223074097-20	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 07/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 7.3%			
MOP-11-1 11 **Location:** Bulk Material	223074097-21	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 07/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 2.6%			
MOP-11-2 11 **Location:** Bulk Material	223074097-22	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 07/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.7%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.060.001; Rotterdam Pump Station East; Asbestos Investigation - Building: East PS - 1212 Main Street

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Reporting Notes:

(1) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Valeriu Voicu
Date: 7/28/2023

Reviewed by: Marik Peysakhov

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229915, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

Table I
Summary of Bulk Asbestos Analysis Results

904.060.001; Rotterdam Pump Station East; Asbestos Investigation - Building: East PS - 1212 Main Street

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	CB-1-1	1	—	—	—	—	Chrysotile 15.4	NA
Location: Bulk Material								
02	CB-1-2	1	—	—	—	—	NA/PS	NA
Location: Bulk Material								
03	CBTAPE-2-1	2	—	—	—	—	NAD	NA
Location: Bulk Material								
04	CBTAPE-2-2	2	—	—	—	—	NAD	NA
Location: Bulk Material								
05	CHIMNEY-3-1	3	—	—	—	—	Chrysotile 26.7	NA
Location: Bulk Material								
06	CHIMNEY-3-2	3	—	—	—	—	NA/PS	NA
Location: Bulk Material								
07	SILVER-4-1	4	0.154	48.9	27.9	23.2	NAD	NAD
Location: Bulk Material								
08	SILVER-4-2	4	0.109	53.5	15.8	30.6	Chrysotile <0.25	Chrysotile Trace
Location: Bulk Material								
09	WHITEP-5-1	5	0.357	45.1	42.1	12.8	NAD	NAD
Location: Bulk Material								
10	WHITEP-5-2	5	0.268	43.8	45.2	11.0	NAD	NAD
Location: Bulk Material								
11	FLASH-6-1	6	0.288	66.7	11.0	14.9	Chrysotile 7.4	NA
Location: Bulk Material								
12	FLASH-6-2	6	0.282	68.4	3.4	28.2	NA/PS	NA
Location: Bulk Material								
13	RSEAM-7-1	7	0.356	65.7	25.8	8.5	Chrysotile <0.25	Chrysotile Trace
Location: Bulk Material								
14	RSEAM-7-2	7	0.330	54.8	23.9	21.2	Chrysotile <0.25	Chrysotile Trace
Location: Bulk Material								
15	RMEMBRANE-8-1	8	0.443	59.8	23.0	17.0	NAD	Chrysotile Trace
Location: Bulk Material								
16	RMEMBRANE-8-2	8	0.353	60.5	22.9	16.6	NAD	NAD
Location: Bulk Material								

See Reporting notes on last page

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September 13, 2023

Client Name: Barton & Loguidice, D.P.C.

Table I
Summary of Bulk Asbestos Analysis Results

904.060.001; Rotterdam Pump Station East; Asbestos Investigation - Building: East PS - 1212 Main Street

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	RMEMBRANE-9-1	9	0.348	70.5	3.5	26.0	Chrysotile <0.25	NA
Location: Bulk Material								
18	RMEMBRANE-9-2	9	0.325	60.6	6.9	30.0	Chrysotile 2.4	NA
Location: Bulk Material								
19	VB-10-1	10	0.129	88.9	2.6	8.5	NAD	NAD
Location: Bulk Material								
20	VB-10-2	10	0.243	88.1	4.6	7.3	NAD	NAD
Location: Bulk Material								
21	MOP-11-1	11	0.210	69.5	27.9	2.6	NAD	NAD
Location: Bulk Material								
22	MOP-11-2	11	0.206	68.6	27.7	3.7	NAD	NAD
Location: Bulk Material								

Analyzed by: Marik Peysakhov
Date: 7/30/2023

Reviewed by: Marik Peysakhov

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

424

September 13, 2023

Barton & Loguidice

Asbestos Bulk Sample Chain-of-Custody

10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Pump Station East**
Asbestos Investigation
Building: East PS - 1212 Main Street

Project No.: **904.060.001**
Date Sampled: **7/26/2023**
Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Medium	Analysis Required	Method Reference
CB-1-1	7/26/2023	BULK	% Asbestos	PLM
CB-1-2	7/26/2023	BULK	% Asbestos	PLM
CBTAPE-2-1	7/26/2023	BULK	% Asbestos	PLM
CBTAPE-2-2	7/26/2023	BULK	% Asbestos	PLM
CHIMNEY-3-1	7/26/2023	BULK	% Asbestos	PLM
CHIMNEY-3-2	7/26/2023	BULK	% Asbestos	PLM
	7/26/2023	BULK	% Asbestos	PLM
	7/26/2023	BULK	% Asbestos	PLM
	7/26/2023	BULK	% Asbestos	PLM
	7/26/2023	BULK	% Asbestos	PLM
	7/26/2023	BULK	% Asbestos	PLM
	7/26/2023	BULK	% Asbestos	PLM
	7/26/2023	BULK	% Asbestos	PLM
	7/26/2023	BULK	% Asbestos	PLM

Comments: **Stop at first positive (> than 1% asbestos) in each triplicate sample series.**
Prices as per agreement.

Report Results to:

E-mail: **John Rigge** **TAT: 72RS** jrigge@bartonandloguidice.com
Sebastian Reeves sreeves@bartonandloguidice.com
Written: John Rigge 10 calendar days
Invoice: John Rigge 10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		7/26/23
Received by Lab.:	DeNeretich	7/27/23 11:50
Received by Analyst:		7/28/23 14:26

5 days 7/30/23 12:30

223074097

Roof Material Summary

Attachment C

Re: Asbestos Investigation and Sampling Services
Roof Replacement Project for Two Pump Stations
Town of Rotterdam
File: 904.060.001

The following represents the descriptions of the exiting roofing material present at the proposed roof replacement areas for the planned renovation of the Town of Rotterdam Pump Stations (East and West) located behind 1212 Main Street, Rotterdam, NY. Sampling for asbestos-containing materials was performed during this effort as well. Results of the asbestos sampling are reported under a separate cover.

East Pump Station

Main Field:	¼" Tar Paper Membrane with silver & white paint ¾" Fiberglass Insulation ¼" Tar Paper Membrane ¼" Felt Vapor Barrier Plywood Roof Deck Transite Ceiling beneath Roof Deck

West Pump Station

Main Field:	¼" Tar Paper Membrane with silver & white paint ¾" Fiberboard Insulation Plywood Roof Deck (No vapor barrier) Transite Ceiling beneath Roof Deck

The experience to
listen
The power to
solve℠

Barton & Loguidice
www.bartonandloguidice.com