MEETING OF THE
ROTTERDAM TOWN BOARD

December 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

- Citation recognizing the Mohonasen Marching Band

PRESENTATIONS

- Police and Court Facility Evaluation presented by Barton and Logudice

PUBLIC HEARING

- To amend Chapter 270, Zoning, of the town code, relating to a change of zone from Agricultural (A-1) to General Business (B-2). Applicant is requesting a Change of Zone to facilitate the construction of 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).

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

RESOLUTIONS

350.23 To accept Town Board meeting minutes of November 15, 2023.

351.23 To appoint a police officer.

352.23 To accept revenue for Town Clerk's office for November 2023.

353.23 To reappoint Thomas Delaney to the Board of Assessment Review.

354.23 To negotiate and execute an agreement with Labella Associates for professional engineering services related to the Sewer District No. 7, Extension No. 1 benefit assessment determination.

355.23 To authorize healthcare insurance contracts for 2024.

356.23 To accept real estate from Daniel and Linda Lucca at the terminus of Rensselaer Avenue for town roadway improvements.

357.23 Requesting bids for police uniforms and equipment.

358.23 To call for a public hearing to discuss the allowance to install an 18.225kw ground mounted small-scale solar array on a ±10-acre parcel for use by the Hungry Chicken Country Store.

359.23 Approving bingo on Sundays at Via Port for organizations.

360.23 To negotiate and execute an agreement with HydroSource Associates, PC for hydrogeologic services and consulting.

361.23 To recognize the Introduction of Local Law No. __ of 2023; To amend and extend Local Law No. 9 of 2022 and schedule a public hearing thereon.

362.23 To approve budget transfers to the 2023 budget.

363.23 To accept and award bid for Special Improvement Project Area Curry Road Sewer.

364.23 To authorize contracts for 2024 insurance coverage.

365.23 To authorize compensation to Jeffrey R. Collins.

366.23 To authorize an agreement with Prime AE for professional engineering services related to the Water Distribution System Universal Metering Initiative Implementation Plan.

367.23 To negotiate and execute amendment #3 with Barton and Logudice for professional engineering services for the Salt Shed Storage and Yard Waste Processing Facility.

368.23 To create fund line H133 for Kiwanis Boat Launch Expenditures.

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

370.23 To renew an agreement with Ameriflex for healthcare reimbursement accounts.

371.23 To authorize the Supervisor to sign a Right of Way lease and agreement with Greenlight Networks, LLC.

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

RESOLUTION NO. 350.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF NOVEMBER 15, 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 November 15, 2023 Town Board meeting as attached.

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

DATED: December 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: December 1, 2023
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the November 15, 2023 Town Board Meeting.

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

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

Background Information: Attached. To adopt the meeting minutes from the November 15, 2023 Town Board Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of December 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

November 16, 2023

Certified Resolutions: #345.23-#349.23 for the year 2023 was duly adopted at the Town Board Special Meeting held at the John F. Kirvin Government Center, 1100 Vinewood Avenue Rotterdam, New York 12306 on Wednesday, November 15, 2023 at 7:00 p.m. The Town Board Agenda review meeting began at approximately 6:50 p.m. Agenda review was adjourned at approximately 6:58 p.m. All agreed to adjourn agenda review. Motion #34 was made by Councilmember Dodson and seconded by Councilmember Christou. Motion #35 was made by Councilmember Dodson and seconded by Councilmember Mastroianni. The Town Board Meeting started at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 7:07p.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

SPECIAL MEETING OF THE ROTTERDAM TOWN BOARD

November 15, 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

- 2024 Preliminary Budget

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

RESOLUTIONS

MOTIONS

34.23 To amend the preliminary budget to replace pages 98, 99, and 100 of the final agenda and Page I, II and III of the adopted budget.

35.23 To close the public hearing.

RESOLUTIONS

345.23 To accept Town Board meeting minutes of November 8, 2023.

346.23 To approve budget transfers to the 2023 budget.

347.23 To authorize a release of retainage to B & D Industries Inc.

348.23 To adopt the 2024 Preliminary Budget as the Annual Budget for the Town of Rotterdam for the fiscal year beginning January 1, 2024.

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

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

Town of Rotterdam

1100 Sunrise Boulevard

Special Meeting

Wednesday, November 15, 2023

7:00pm

BY ORDER OF THE
ROTTERDAM TOWN BOARD

Diane M. Marco, Town Clerk

At the regularly scheduled public Special meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, November 15, 2023, at 7:00 p.m., the following motion passed:

MOTION 34.23

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 amend the preliminary budget to replace pages 98, 99, and 100 of the final agenda and Page I, II and III of the adopted budget.

SECTION 2. This motion shall become effective November 15, 2023.

DATED: November 15, 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 was approved by the Town Board of the Town of Rotterdam on November 15, 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 Special Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this November 16, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY Schenectady County

At the regularly scheduled public Special meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, November 15, 2023, at 7:00 p.m., the following motion passed:

MOTION 35.23

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close the Public Hearing.

SECTION 2. This motion shall become effective November 15, 2023.

DATED: November 15, 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 was approved by the Town Board of the Town of Rotterdam on November 15, 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 Special Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this November 16, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk

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

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, November 15, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 345.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF NOVEMBER 8, 2023

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 adopts the minutes of the November 8, 2023 town board meeting as attached.

SECTION 2. This resolution shall become effective November 15, 2023.

DATED: November 15, 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 Special Meeting on November 15, 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 received the Special meeting 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 November 16, 2023

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, November 15, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 346.23

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

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

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*
HWY	DA5130 4711	FROM:	Sidewalks	-200.00
HWY	DA5110 4710	FROM:	Drainage	-600.00
HWY	DA5130 4709	INTO:	Hwy Machinery Misc.	+800.00

SECTION 2. This resolution shall become effective November 15, 2023.

DATED: November 15, 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 Special Meeting on November 15, 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 received the Special meeting 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 November 16, 2023

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, November 15, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 347.23

TO AUTHORIZE A RELEASE OF RETAINAGE TO B & D INDUSTRIES INC.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute all documents for the release of retainage and issue final payment No. 6 to B & D Industries Inc., located at 65 Washington St, Rensselaer, NY 12144, in the total amount of sixteen thousand six hundred sixty and 45/100 dollars ($16,660.45), for the Sewer District No. 7, Extension No. 2 Carman Road project - Contract No. 2.

SECTION 2. This resolution shall become effective November 15, 2023.

DATED: November 15, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Mastroianni	X		
Miller-Herrera	X		
Dodson	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 Special Meeting on November 15, 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 received the Special meeting 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 November 16, 2023

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, November 15, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 348.23

TO ADOPT THE 2024 PRELIMINARY BUDGET AS THE ANNUAL BUDGET FOR THE TOWN OF ROTTERDAM FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024

WHEREAS, the Town Board of the Town of Rotterdam accepted, by resolution, the 2024 Tentative Budget, with modifications, as the 2024 Preliminary Budget on October 25, 2023; and

WHEREAS, pursuant to New York State Town Law Section 108, the public hearing was held on November 8, 2023 and November 15, 2023, where comments by the public both in favor and against the 2024 Preliminary Budget, as compiled, and both for and against specific items contained in that budget were heard by the Town Board; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby modifies the 2024 Preliminary Budget by including therein an as part thereof the estimated fund balances, together with a breakdown of such fund balance estimated for encumbrances, amounts appropriated for the ensuing fiscal year's budget, amounts reserved for stated purposes pursuant to law, including reserve funds established pursuant to the general municipal law, and the remaining estimated unappropriated unreserved fund balance for each fund.

SECTION 2. The Town Board of the Town of Rotterdam hereby adopts the 2024 Preliminary Budget, with the foregoing modification, as the Annual Budget for the Town of Rotterdam for the fiscal year beginning January 1, 2024.

SECTION 3. This resolution shall become effective November 15, 2023.

DATED: November 15, 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 Special Meeting on November 15, 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 received the Special meeting 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 November 16, 2023

Diane M. Marco

Diane M. Marco, Town Clerk

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, November 15, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 349.23

TO AMEND RESOLUTION 296.21 RELATING TO THE USE OF ARPA FUNDS

WHEREAS, by Resolution No. 295.23 adopted on September 27, 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), 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), and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant ($59,954.15) paid from lines S28130 2000($44,965.61) and S28120 2000($14,988.54); and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $250,000 of funds received pursuant to the American Rescue Plan Act (ARPA) to the Special Improvement Area Curry Road Sewer Improvement Project, and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $150,000 of funds received pursuant to the American Rescue Plan Act (ARPA) to the Sartoli Avenue and Rome Avenue Drainage Improvements Project, and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $75,000 of funds received pursuant to the American Rescue Plan Act (ARPA) for repairs to the Route 5S Fire Hydrants, and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $175,000 of funds received pursuant to the American Rescue Plan Act (ARPA) for the purchase of Police Vehicles, **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

"SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00) paid from line A7110 4153 (Parks Improvements); and to fund the improvements to Sewer District 7 Extension 2 ($415,000.00) paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2); and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 ($136,700.00) paid from the fund 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); and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant paid from the fund lines S28130 2000 ($44,965.61) and S28120 2000 ($14,988.54) ($59,954.15); and to fund the Special Improvements Area Curry Road Sewer Improvement Project paid from the fund line H125 Capital Projects ($250,000.00); and to fund the Sartoli Avenue and Rome Avenue Drainage Improvements Project paid from the fund line H126 Capital Projects ($150,000.00); and to fund the repairs to the Route 5S Fire Hydrants paid from the fund line H132 - Route 5S Safety Improvements Capital Projects ($75,000.00); and to fund the purchase of Police Vehicles paid from the fund line A3120 2010 Patrol Vehicles ($175,000.00).

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	-$650,000.00
General	H125	INTO:	Capital Projects	+$250,000.00
General	H126	INTO:	Capital Projects	+$150,000.00
General	H132	INTO:	Capital Projects	+$75,000.00
General	A3120-2010	INTO:	Patrol Vehicles	+$175,000.00

SECTION 3. This resolution shall become effective November 15, 2023.

DATED: November 15, 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 Special Meeting on November 15, 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 received the Special meeting 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 November 16, 2023

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 351.23

TO APPOINT A POLICE OFFICER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Jarret M. Dunham is hereby appointed to the position of Patrolman 5th, full time, probationary, with full time employee benefits, and subject to pre-employment background checks, at an annual salary of sixty-six thousand eight hundred fifty-one and 22/100 ($66,851.22) dollars, commencing December 18, 2023.

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

DATED: December 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: November 29, 2023

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Appoint Jarret M. Dunham to the position of Police Officer.

TOWN BOARD MEETING: December 13, 2023

Background Information: This Police Officer position has been budgeted and replaces an expected vacancy at the Police Department.

Evaluation/Analysis: Dunham was chosen from a list of several lateral transfer candidates who were interviewed by a panel of Police Department Command Staff. He subsequently passed a background investigation. Dunham is transferring from the Cohoes Police Department.

Recommendation(s): Appoint Jarret M. Dunham to the position of Patrolman 5th, full time, probationary with full employee benefits, at an annual salary of $66,851.22 effective December, 18, 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: RPD

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 _____

CIVIL SERVICE DEPT. USE ONLY

1. Police Officer
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

Durham Jarret M
Last Name First Name Middle Initial

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

[redacted]
County City, Town, Village State Zip

Home Phone Number N/A 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/YY) [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:	[redacted]		
County of:			
Village of:			
Town of:			
City of:			
School District			

5. Citizenship

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

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

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

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

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

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

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

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

	YES	NO
Have you ever served in the Armed Forces of the United States? *(The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes).*	X	
Did you serve in the Armed Forces during any of the following periods:		
February 28, 1961 – May 7, 1975		X
August 2, 1990 – end of hostilities	X	
*Lebanon: June 1, 1983 – December 1, 1987		X
*Granada: October 23, 1983 – November 21, 1983		X
*Panama: December 20, 1989 – January 31, 1990		X
*Credit for Lebanon, Grenada and Panama is limited to those who received the Armed Forces Expeditionary Medal, the Navy Expeditionary Medal, or the Marine Corps Expeditionary Medal.	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 Highschool Rotterdam NY
Equivalency Diploma Number:	N/A

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
St. Rose	16	NO	Cyber Security		X	[redacted]
Southern New Hampshire	82	NO	Criminal Justice		Y	

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: Cohoes police Department
From: [redacted]	Firm Address: 97 mohawk St, Cohoes NY 12047
To:	**Description of Duties:** To protect and serve in the City of Cohoes,
Employment Details	
Your Exact Title: Police officer	
Name of Your Supervisor: James Waldo	
Supervisor's Title: Sergeant	
Hours worked / wk. (exclusive of overtime): 40 HRS	
Reason for Leaving: lateral to Rotterdam	

Length of Employment	Firm Name: United States Marine Corps
From: [redacted]	Firm Address: Camp Lejeune
To:	**Description of Duties:** proficiency with firearms.
Employment Details	
Your Exact Title: Rifleman	
Name of Your Supervisor: Shane Sisk	
Supervisor's Title: 1st Sgt.	
Hours worked / wk. (exclusive of overtime): 50+	
Reason for Leaving: End of Contract	

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

Jarret Durham — Signature of Applicant

Jarret Durham — Print Name

10/12/23 — Date

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

RESOLUTION NO. 352.23

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR NOVEMBER 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 November, 2023, has been placed on file and the Town Clerk's check in the amount of three thousand nine hundred two dollars and 56/100 ($3,902.56) dollars has been submitted to the Supervisor for deposit.

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

DATED: December 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: December 1, 2023

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for November, $3,902.56 in the Town Clerks office.

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

TO BE PLACED ON TOWN BOARD MEETING OF: December 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 December 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

Town Clerk Monthly Report
November 01, 2023 - November 30, 2023

Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	11	60.90
			Sub-Total:	**$60.90**
Dog Licensing	Exempt Dog	A2544	1	0.00
Dog Licensing	Female, Spayed	A2544	95	1,330.00
Dog Licensing	Female, Unspayed	A2544	8	136.00
Dog Licensing	Male, Neutered	A2544	69	966.00
Dog Licensing	Male, Unneutered	A2544	15	255.00
Dog Licensing	Replacement Tags	A2544	2	6.00
			Sub-Total:	**$2,693.00**
Ez pass	Ez Pass	A1255	1	25.00
			Sub-Total:	**$25.00**
Late Fees	Late Fee -Dog Renewal	A1550	29	290.00
			Sub-Total:	**$290.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	8	140.00
			Sub-Total:	**$140.00**
Misc	Misc		7	124.66
			Sub-Total:	**$124.66**
MISC. FEES	Certified Copies	A1255	95	950.00
			Sub-Total:	**$950.00**
parade vending permit	Parade Permit	A002545	5	125.00
			Sub-Total:	**$125.00**
PERMIT FEES	Garage Sale	A2590	8	40.00
			Sub-Total:	**$40.00**
Senior Discount	Senior Discount	A2544	56	-546.00
			Sub-Total:	**-$546.00**
			Total Local Shares Remitted:	**$3,902.56**

Amount paid to:	NYS Ag. & Markets for spay/neuter program	233.00
Amount paid to:	NYS Environmental Conservation	951.10
Amount paid to:	State Health Dept. For Marriage Licenses	180.00

Total State, County & Local Revenues: $5,266.66

Total Non-Local Revenues: $1,364.10

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.

Molly A. Collins — Supervisor
12/1/2023 — Date
Diane M. Marco — Town Clerk
12/1/2023 — Date

Monthly Worksheet of Daily Work
November 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
11/1/2023	$210.72	$0.00	$0.00	$0.00	$115.00	$10.00	$105.00	$40.00	$22.50	$17.50	$0.72	$0.00	$0.00	$0.00	$0.00
11/2/2023	$360.32	$180.00	$168.64	$11.36	$115.00	$12.00	$103.00	$0.00	$0.00	$0.00	$10.32	$0.00	$0.00	$0.00	$0.00
11/3/2023	$422.00	$82.00	$76.74	$5.26	$200.00	$19.00	$181.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
11/6/2023	$447.00	$10.00	$9.44	$0.56	$377.00	$39.00	$338.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/8/2023	$527.00	$32.00	$30.23	$1.77	$270.00	$27.00	$243.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/9/2023	$279.53	$81.00	$76.54	$4.46	$115.00	$12.00	$103.00	$0.00	$0.00	$0.00	$13.53	$0.00	$0.00	$0.00	$0.00
11/13/2023	$398.96	$77.00	$72.03	$4.97	$135.00	$11.00	$124.00	$80.00	$45.00	$35.00	$21.96	$0.00	$0.00	$0.00	$0.00
11/14/2023	$180.00	$0.00	$0.00	$0.00	$110.00	$9.00	$101.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/15/2023	$320.48	$0.00	$0.00	$0.00	$223.00	$22.00	$201.00	$0.00	$0.00	$0.00	$17.48	$0.00	$0.00	$0.00	$0.00
11/16/2023	$420.48	$126.00	$118.33	$7.67	$90.00	$9.00	$81.00	$40.00	$22.50	$17.50	$44.48	$0.00	$0.00	$0.00	$0.00
11/17/2023	$557.00	$206.00	$308.24	$18.76	$115.00	$11.00	$104.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.00	$0.00
11/20/2023	$271.00	$15.00	$14.17	$0.83	$151.00	$15.00	$136.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
11/21/2023	$150.00	$0.00	$0.00	$0.00	$110.00	$8.00	$102.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/22/2023	$242.00	$32.00	$30.23	$1.77	$30.00	$4.00	$26.00	$80.00	$45.00	$35.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/27/2023	$155.00	$50.00	$46.51	$3.49	$95.00	$10.00	$85.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/28/2023	$50.00	$0.00	$0.00	$0.00	$20.00	$3.00	$17.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/29/2023	$145.00	$0.00	$0.00	$0.00	$35.00	$3.00	$32.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/30/2023	$130.17	$0.00	$0.00	$0.00	$74.00	$9.00	$65.00	$0.00	$0.00	$0.00	$16.17	$0.00	$0.00	$0.00	$0.00
Audited by dmm 11/30/23	**$5,266.66**	$891.00	**$951.10**	**$60.90**	$2,380.00	**$233.00**	**$2,147.00**	$320.00	**$180.00**	**$140.00**	**$124.66**	**$0.00**	**$0.00**	**$25.00**	**$0.00**

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

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

DATE December 1, 2023 2927
29-7/213

PAY TO THE ORDER OF Mollie Collins, Supervisor $ 3,902.56

Three Thousand Nine Hundred two and 56/100 DOLLARS

KeyBank
KeyBank National Association

MEMO Revenue November 2023

Deborah McMillan
Town Clerk

Mobile Deposit Safe Details on back

[redacted]

SUPERIOR PRESS • 888-690-7998 JB-892016?

RESOLUTION NO. 353.23

TO REAPPOINT THOMAS DELANEY TO THE BOARD OF ASSESSMENT REVIEW

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 reappoints Thomas Delaney as a member of the Board of Assessment Review, for a five (5) year term commencing October 1, 2023 through September 30, 2028.

SECTION 2. This resolution shall be retroactive to October 1, 2023.

DATED: December 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: November 13, 2023

TO: Town Board

FROM: Brad Canning, Assessor

TITLE OF LEGISLATIVE REQUEST: Re-appointment of Board of Assessment Review Member

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

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

Background Information: Thomas Delaney was appointed to the Board of Assessment Review in January 2019. Mr. Delaney has faithfully served on the BAR since appointment and is in good standing.

Evaluation/Analysis: Mr. Delaney's term expired on September 30, 2023

Recommendation(s): Mr. Delaney to be re-appointed to a 5-year term to expire on September 30, 2028.

Attachment/Document(s): n/a. Resume could be supplied by Mr. Caprara upon request.

Compliance with Purchasing Policy: n/a

Effect(s) on Existing Law(s): na

LEGISLATION WILL BE PREPARED BY: Town Attorney

RESOLUTION NO. 354.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LABELLA ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE SEWER DISTRICT NO. 7, EXTENSION NO. 1 BENEFIT ASSESSMENT DETERMINATION

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 LaBella Associates located at 4 British American Boulevard Latham, NY 12110, for professional engineering services related to the Sewer District #7, Extension #1 Benefit Assessment Determination, in the amount not to exceed ten thousand one hundred sixty and 00/100 ($10,160.00) dollars.

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

DATED: December 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

LaBella
Powered by partnership.

November 20, 2023

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

RE: **Proposal for Professional Services**
Sewer District #7, Extension #1 Benefit Assessment Determination
Town of Rotterdam, Schenectady County, New York

Dear Supervisor Collins and Town Board:

LaBella Associates is pleased to submit this professional services proposal for preparing a Benefit Assessment Determination for Sewer District 7 Extension 1. Please find our current project understanding, scope of services and associated fee schedule below.

Project Understanding

LaBella understands the Town of Rotterdam (Town) would like an opinion regarding the Benefit Assessment determination for Sewer District 7 Extension for various years since formation of same.

SCOPE OF SERVICES

The following represents the tasks that you have requested, and that we believe are necessary to accomplish your desired objectives. Please refer to Schedule and Fee Summary table near the end of this proposal for the costs and time schedules associated with each task.

Task 01 – Benefit Assessment and Letter Report

Scope - LaBella will provide professional services associated with establishing a Benefit Assessment for Sewer District 7 Extension 1, relative to its application at various stages of project development and for each year since its formation.

The evaluation will include a review of project records, as related to various stages of approvals, provided by the Town as well as a review of the Town's most current Sewer Use Ordinance.

Additionally, LaBella will assist the Town with the related value of the EDUs for each year reported. We will review the methodology with the Town and review values computed by the Town.

LaBella will provide the Town a Letter Report that will describe the analysis completed, a summary of our findings and benefit assessment for each year since formation. The Letter Report will be submitted as a draft for review and comment. Supporting documents will be included as attachments to the Letter Report. After receiving the Town's comments regarding the draft Letter Report, LaBella will make appropriate revisions (assumed to be minor) and then will provide hard copies of the final Letter Report for the Town's use.

We anticipate providing 10 hard copies and one digital version.

Task 02 – Meetings

Scope - Under this task, LaBella will attend requested meetings for the project associated with the Benefit Assessment Determination. LaBella will also assist with the preparation/coordination of documents required for the meeting. For this task, we have assumed a total of six (6) labor hours. This task will be billed on a time and materials basis.

Professional Services Fee Schedule

LaBella proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Lump Sum tasks will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed.

Fee and Time Schedule Summary

Tasks		Fee Estimates		Proposed Schedules
Task No.	Task Description	Lump Sum Fee Bill	Time and Materials Estimate	Projected Start / End Dates [1]
01	Benefit Assessment and Report	—	$7,760	Start: December 2023 End: January 2024
02	Meetings	—	$1,400	Start: December 2023 End: January 2024
RE	Reimbursables	—	$1,000	-
	Total Estimated Fee:	$10,160		

[1] Projected start and end dates are subject to change and are based on date from authorization to proceed. Because certain aspects of the project are outside of LaBella's control (e.g., review agency schedules, actions, and approvals), LaBella cannot guarantee completion of the project within these proposed schedules.

Professional Services Authorization and Agreement

As formal authorization to proceed, please sign and date the provided agreement with copy of Town Board resolution authorizing same.

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

Sincerely,

Joseph M. Lanaro, P.E., M.ASCE
Vice President, Principal-In-Charge

Cc: File

Professional Services Agreement

Agreement made the 20th day of November, 2023
between

LaBella Associates, D.P.C.
("LaBella")

and

Town of Rotterdam
("Client")

for services related to the following Project:

Sewer District #7 Extension #1
Benefit Assessment Determination
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated **November 20, 202**, a copy of which is attached as *Exhibit A* (the "Proposal"), in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: Client shall compensate LaBella for its professional services as set forth in the Proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than $1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than $10,000,000 each occurrence and $10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than $1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than $5,000,000 per claim and $7,500,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates of insurance evidencing compliance shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance. However, nothing herein shall be construed as permitting LaBella to cancel, non-renew, or reduce insurance, or to allow the cancellation, non-renewal, or reduction of insurance to occur, such that the foregoing required coverages are not continuously maintained during the entire term required by this section.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed the available proceeds of LaBella's insurance.

LaBella Associates, D.P.C.		**Town of Rotterdam**	
By:	_____	By:	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date:	_____	Date	_____

Exhibit A
LaBella's Proposal

LaBella
Powered by partnership.

November 20, 2023

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

RE: Proposal for Professional Services
Sewer District #7, Extension #1 Benefit Assessment Determination
Town of Rotterdam, Schenectady County, New York

Dear Supervisor Collins and Town Board:

LaBella Associates is pleased to submit this professional services proposal for preparing a Benefit Assessment Determination for Sewer District 7 Extension 1. Please find our current project understanding, scope of services and associated fee schedule below.

Project Understanding

LaBella understands the Town of Rotterdam (Town) would like an opinion regarding the Benefit Assessment determination for Sewer District 7 Extension for various years since formation of same.

SCOPE OF SERVICES

The following represents the tasks that you have requested, and that we believe are necessary to accomplish your desired objectives. Please refer to Schedule and Fee Summary table near the end of this proposal for the costs and time schedules associated with each task.

Task 01 – Benefit Assessment and Letter Report

Scope - LaBella will provide professional services associated with establishing a Benefit Assessment for Sewer District 7 Extension 1, relative to its application at various stages of project development and for each year since its formation.

The evaluation will include a review of project records, as related to various stages of approvals, provided by the Town as well as a review of the Town's most current Sewer Use Ordinance.

Additionally, LaBella will assist the Town with the related value of the EDUs for each year reported. We will review the methodology with the Town and review values computed by the Town.

LaBella will provide the Town a Letter Report that will describe the analysis completed, a summary of our findings and benefit assessment for each year since formation. The Letter Report will be submitted as a draft for review and comment. Supporting documents will be included as attachments to the Letter Report. After receiving the Town's comments regarding the draft Letter Report, LaBella will make appropriate revisions (assumed to be minor) and then will provide hard copies of the final Letter Report for the Town's use.

We anticipate providing 10 hard copies and one digital version.

Task 02 – Meetings

Scope - Under this task, LaBella will attend requested meetings for the project associated with the Benefit Assessment Determination. LaBella will also assist with the preparation/coordination of documents required for the meeting. For this task, we have assumed a total of six (6) labor hours. This task will be billed on a time and materials basis.

Professional Services Fee Schedule

LaBella proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Lump Sum tasks will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed.

Fee and Time Schedule Summary

Tasks		Fee Estimates		Proposed Schedules
Task No.	Task Description	Lump Sum Fee Bill	Time and Materials Estimate	Projected Start / End Dates [1]
01	Benefit Assessment and Report	—	$7,760	Start: December 2023 End: January 2024
02	Meetings	—	$1,400	Start: December 2023 End: January 2024
RE	Reimbursables	—	$1,000	-
	Total Estimated Fee:	$10,160		

[1] Projected start and end dates are subject to change and are based on date from authorization to proceed. Because certain aspects of the project are outside of LaBella's control (e.g., review agency schedules, actions, and approvals), LaBella cannot guarantee completion of the project within these proposed schedules.

Professional Services Authorization and Agreement

As formal authorization to proceed, please sign and date the provided agreement with copy of Town Board resolution authorizing same.

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

Sincerely,

Joseph M. Lanaro, P.E., M.ASCE
Vice President, Principal-In-Charge

Cc: File

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide all known information regarding the Project site, including regarding existing facilities, concealed conditions, hazardous substances, and injurious conditions. If Client does not provide such known information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in the Proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party. Nothing herein shall be construed as precluding LaBella from using the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. LaBella shall ensure that any person to whom it makes a disclosure as permitted in this section shall comply with this section. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then LaBella and Client shall negotiate in good faith concerning an appropriate escalation of compensation for professional services following a written request therefor provided by LaBella to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated in good faith to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans,

specifications, reports, maps, materials and any other instruments of service prepared by LaBella for Client until all arrearages that are not in dispute are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon ten (10) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association, unless the parties agree otherwise. No request for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice may be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella commences suit to collect payment of any invoices, then the prevailing party in such suit shall be entitled to an award of costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement, including its exhibits, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, concerning the Project. This Agreement may be amended only by written instrument signed by both parties.

RESOLUTION NO. 355.23

TO AUTHORIZE HEALTHCARE INSURANCE CONTRACTS FOR 2024

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 healthcare insurance contracts with Capital District Physician Health Plan, Inc. (CDPHP), MVP Health Services Corp. (MVP), and Humana for employee healthcare coverage in the year 2024.

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

DATED: December 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: 8 December 2023

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Health Insurance Contract Renewals

TOWN BOARD MEETING: 13 December 2023

Background Information: The Town's healthcare insurance contracts for CDPHP, MVP and Flexible Spending Account contract for Lifetime Benefit Solutions are up for renewal in 2024. The proposed plans, rates, and signature pages are attached for review. The Town is contractually required to provide healthcare insurance to its employees, and therefore the attached documents need the signature of the Town Supervisor.

Evaluation/Analysis: The attached documentation outlines the 2024 coverage details and premium rates for the aforementioned insurance plans. As previously stated, the Town is obligated to provide healthcare coverage to employees.

Recommendation(s): To accept and sign the attached insurance contracts for employee healthcare coverage in the year 2024.

Attachment/Document(s): See attached documentation.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): None.

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

CDPHP RENEWAL PBA AND CSEA NO CHANGE.
INCLUDES NEW PREFERRED RX NETWORK

Renewal Process

1. CSEA 30/50 Plan with no changes. Includes CDPHP's new Preferred Rx Network. Sign the bottom of page 1.
2. PBA 25/40 Plan with no changes. Includes CDPHP's new Preferred Rx Network. Sign the bottom of page 6.
3. Review the new Preferred Rx Network on page 13.
    a. Members who fill prescriptions at a non-preferred pharmacy (CVS) will be subject to a 50% coinsurance of the CDPHP allowable amount.

Capital District Physicians' Health Plan, Inc.
Town of Rotterdam (10008427)
HMO Large Group
01/01/2024 Renewal Date
3 Tier Rates
Estimated Pending Approval

Albany

CSEA

Active Benefits & Rates		Individual	Two-Person	N/A	Family
HM2Z24	$0/$0 INN DED, $30/$50 O/S COPAY, $1000 INN HOSP, $150 OUT SURG, $100 ER, $100 AMB,50% DME,$0/$0 OOP MAX	$ 834.78	$ 1,724.05	$ 0.00	$ 2,170.43
HMRXL4Z24	$10/$30/$50	$ 177.86	$ 373.51	$ 0.00	$ 462.44
HMELGLTERM24	Change Eligibility Date Rider	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HMDMECPAP24/HMDMEL224	CPAP Supplies Covered in full./Change DME, Prosthetics, Medical Supplies, Cochlear Implants Coinsurance to 20%	$ 2.30	$ 4.83	$ 0.00	$ 5.98
HMUNNL124	Union Benefits Rider - Medical	$ 3.01	$ 6.32	$ 0.00	$ 7.83
HPPACAGF24	Healthcare Reform Mandatory Rider (Grandfathered with Preventive Care)	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HMVSNL224	Routine Eye Exam Every 24 Months Commencing on the Group Effective Date	$ 3.49	$ 7.33	$ 0.00	$ 9.07
HMELGLMC24/HMLABL24	Medicare Split Family (Subscriber moves to any Medicare plan)/Rider to Cover Lab Services in Full	$ 0.47	$ 0.99	$ 0.00	$ 1.22
Renewal Rates		**$ 1,021.91**	**$ 2,117.03**		**$ 2,656.97**

Current Rates	$ 895.05	$ 1,790.09	$ 0.00	$ 2,327.13
% Change	14.2%	18.3%	0.0%	14.2%
Current Enrollment	39	13	0	22

Underwriting Predications:
This plan is quoted as part of a dual option (Plans HM2Z24 and HDHM1L24).

Rates filed with NYSDFS as of September 26, 2023

BW (0027845-04 | Proposal 11) Jenifer Buttle USI Insurance Services (B1080) 10/19/2023

Renewal Acknowledged and Approved

_____ Date: _____

CDPHP® HMO Plan Benefit Summary

Plan Code: HM2Z24(Pending DFS Approval)
Group ID: 10008427
Presented For: Town of Rotterdam
Date Prepared: 10/19/2023
Effective Date: 01/01/2024

	In-Network
Cost Sharing Information	
Deductible	N/A Single / N/A Family
Out of Pocket Maximum	N/A Single / N/A Family
Office Visits	
PCP	$30 Copayment
*PCP Cost share waived for members that are under age of 19	
Specialist	$50 Copayment
Telemedicine	
Preferred Live Video Doctor Visits (aptihealth, Doctor on Demand, Foodsmart, MovN)	Covered in Full
Other Participating Telemedicine Providers (Valera)	$30 Copayment
Telehealth services from a CDPHP Network provider (PCP or Specialist)	PCP or Specialist cost share based on provider
Preventive and Well Care Services*	
Well Baby and Child Care including immunizations	Covered in full
Annual Adult Exam (One exam per plan year regardless if 365 days have passed)	Covered in full
Mammography	Covered in full
Annual Pap Test and Ob/Gyn Exam	Covered in full
Prostate Cancer Screening	Covered in full
Bone Density Tests	Covered in full
*Cost sharing may apply to diagnostic care	
Hospital Services	
Inpatient Hospital (semi-private room, anesthesia, X-Ray, lab tests, etc)	$1,000 Copayment
Outpatient Surgery Facility * Cost share may be reduced at a preferred ambulatory surgery center.	$50 Copayment
Maternity Services*	
Maternity - Routine Prenatal Care and Postnatal Care	Covered in Full*
Maternity - Inpatient Hospital Services	$1,000 Copayment
Newborn Nursery	Covered in full
*(Non-routine services may result in an additional cost share)	
Emergency Care	
Worldwide Emergency Room Care (waived if admitted inpatient)	$100 Copayment
Ambulance	$100 Copayment
Urgent Care	
When seeking care within CDPHP's Service Area, a participating Urgent Care Center must be used.	$35 Copayment
Diagnostic Testing*	
Outpatient Hospital or Office Based Laboratory Services: * Copayment waived if provider is a preferred laboratory.	Covered in full
Outpatient Hospital or Office Based Radiology Services: * Copayment waived if provider is a preferred center.	$50 Copayment
Behavioral Health Services	
Mental Health/Substance Use Inpatient Services	$1,000 Copayment
Mental Health/Substance Use Office-Based Services	$30 Copayment
*(Up to 20 visits per plan year may be used for substance use family counseling.)	
Condition Support Services	
Outpatient Rehabilitation - Physical Therapy	$50 Copayment (120 visits per benefit period)

CDPHP® HMO Plan Benefit Summary

Plan Code: HM2Z24(Pending DFS Approval)
Group ID: 10008427
Presented For: Town of Rotterdam
Date Prepared: 10/19/2023
Effective Date: 01/01/2024

	In-Network
Outpatient Rehabilitation - Speech Therapy	$50 Copayment (60 visits per benefit period)
Outpatient Rehabilitation - Occupational Therapy	$50 Copayment (120 visits per benefit period)
Home Health Care	Covered in full
Skilled Nursing Facility	Covered in full (90 days per benefit period)
Chemotherapy/Radiation Therapy visit	$30 Copayment
Prosthetic Devices and Durable Medical Equipment	20% Coinsurance
Diabetic Services	
Includes Insulin, oral medication, needles and syringes - up to a 30 day supply, Glucometers and Diabetic DME. Insulin is limited to $100 out of pocket per 30 day supply.	$30 Copayment
Vision Services	
Laser Eye Surgery	Up to a maximum of $750 reimbursement for eligible eye surgeries and consultations per lifetime
Wellness Care	
Weight Management	Up to a $100 reimbursement available for participation in a weight loss program
Fitness Reimbursement	Subscribers can be reimbursed up to $400 per plan year for qualified fitness activities. Of the $400, up to $200 can be applied for reimbursement of wearable fitness devices. Covered dependents can be reimbursed up to a combined $200 for qualified fitness activities and youth sports fees for members under age 18. Of the $200, up to $100 can be applied for reimbursement of wearable fitness devices.
Child Birthing Classes	Up to $75 reimbursement available for completion of child birthing class
Doula Reimbursement (A doula is a trained companion who supports another person through pregnancy and childbirth)	$1,500
Life Points Rewards	Participating (Up to $180 Life Points per contract per calendar year)
Acupuncture (10 visit limit per plan year for acupuncture services)	$50 Copayment
Nutritional Counseling	$50 Copayment
Chiropractic Benefits	$50 Copayment

This Summary of Benefits is intended to provide a general outline of coverage. In the event of any conflict between this document and the member's Certificate and any applicable Rider(s) issued by CDPHP, the Certificate and Rider(s) will be the controlling documents.

CDPHP gives you access to more than 12,000 participating practitioners and providers, including most of the local hospitals, and a variety of value-added services to help you and your family stay healthy. If you have a question or wish to receive additional information, please contact the CDPHP marketing department at (518) 641-5000 or 1-800-993-7299 or visit our Web site at www.cdphp.com.

All in-network Preauthorization requests are the responsibility of Your Participating Provider. You will not be penalized for a Participating Provider's failure to obtain a required Preauthorization. However, if services are not Covered under the Certificate, You will be responsible for the full cost of the services.

CDPHP® HMO Plan Benefit Summary

Plan Code:	HM2Z24(Pending DFS Approval)
Group ID:	10008427
Presented For:	Town of Rotterdam
Date Prepared:	10/19/2023
Effective Date:	01/01/2024

Your employer has chosen the following rider(s) to modify the Plan under which you would be covered as a CDPHP Member.

CDPHP® HMO Plan Benefit Summary

Plan Code:	HM2Z24(Pending DFS Approval)
Group ID:	10008427
Presented For:	Town of Rotterdam
Date Prepared:	10/19/2023
Effective Date:	01/01/2024

DME Riders	
Rider Name	DME2
Description	Durable medical equipment, prosthetics, orthotics, and oxygen are covered at 20% coinsurance in-network. There is no coverage for orthotic shoe inserts.
Rider Name	DMECPAP
Description	Medically Necessary CPAP supplies are covered in full by CDPHP when ordered by a participating provider. These supplies are subject to the applicable medical management conditions and limits in the member contract.
Eligibility	
Rider Name	ELGTERM
Description	A Member's Coverage shall automatically be terminated on the first of the following to apply: The date in which the Member ceases to be eligible or The date the Subscriber is retired or pensioned, unless Coverage is specifically provided for retired or pensioned individuals by agreement between CDPHP UBI and the Group.
Lab Rider	
Rider Name	LAB1
Description	Lab Services Covered in Full
Medicare Split Family Rider	
Rider Name	ELGMC
Description	Medicare Split Family Rider
Pharmacy Coverage	
Rider Name	HMRXL4Z24
Description	Preferred Retail Prescription Drugs (30 Day Supply) Tier 1 Drugs* $10 Tier 2 Drugs $30 Tier 3 Drugs $50 Non-Preferred Retail Pharmacy (30 Day Supply) Tier 1 Drugs 50% Tier 2 Drugs 50% Tier 3 Drugs 50% Specialty Drugs $50 *Copay/Coinsurance waived for members under age 19 Mail order, 2.0 Preferred Tier Copayments for a 90-day supply. Prescription drugs are not subject to the plan deductible. Preventive prescription drugs are not subject to the plan deductible. Prescriptions must be written by a duly licensed health care provider and filled at a participating pharmacy, unless otherwise authorized in advance by CDPHP. Specialty drugs are not eligible for the mail order program.
PPACA	
Rider Name	HPPACAGF
Description	Grandfathered (preventive services covered in full)
Union Benefit Medical	
Rider Name	UNN1
Description	Freestanding laboratory and ambulatory surgery facility services are covered in full.* Skilled nursing facility services are covered in full; up to 90 days per benefit period.* Physical and occupational therapy services are limited to 120 visits per benefit period, subject to visit copayment.* Speech therapy services are limited to 60 visits per benefit period, subject to visit copayment.* Acute short-term inpatient physical rehabilitation therapy services are limited to 60 days per benefit period and are covered in full.* Outpatient surgery subject to Specialist Visit Copayment.
Vision Coverage	
Rider Name	VSN2
Description	One routine eye exam is available every 24 months, commencing on the group effective date, without referral, refer to specialist office visit for cost share.

Capital District Physicians' Health Plan, Inc.
Town of Rotterdam (10008427)
HMO Large Group
01/01/2024 Renewal Date
3 Tier Rates
Estimated Pending Approval

Albany

PBA

Active Benefits & Rates		Individual	Two-Person	N/A	Family
HM3Z24	$0/$0 INN DED, $25/$40 O/S COPAY, $500 INN HOSP, $75 OUT SURG, $100 ER, $100 AMB,50% DME,$0/$0 OOP MAX	$ 848.28	$ 1,781.39	$ 0.00	$ 2,205.53
HMRXL90Z24	$5/$20/$40	$ 188.47	$ 395.79	$ 0.00	$ 490.02
HMELGLTERM24	Change Eligibility Date Rider	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HMDMECPAP24/HMDMEL224	CPAP Supplies Covered in full./Change DME, Prosthetics, Medical Supplies, Cochlear Implants Coinsurance to 20%	$ 2.30	$ 4.83	$ 0.00	$ 5.98
HMUNNL124	Union Benefits Rider - Medical	$ 3.01	$ 6.32	$ 0.00	$ 7.83
HPPACAGF24	Healthcare Reform Mandatory Rider (Grandfathered with Preventive Care)	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HMVSNL224	Routine Eye Exam Every 24 Months Commencing on the Group Effective Date	$ 3.49	$ 7.33	$ 0.00	$ 9.07
HMELGLMC24/HMLABL24	Medicare Split Family (Subscriber moves to any Medicare plan)/Rider to Cover Lab Services in Full	$ 0.47	$ 0.99	$ 0.00	$ 1.22
Renewal Rates		**$ 1,046.02**	**$ 2,196.65**		**$ 2,719.65**

Current Rates	$ 933.33	$ 1,866.66	$ 0.00	$ 2,426.67
% Change	12.1%	17.7%	0.0%	12.1%
Current Enrollment	7	10	0	30

Underwriting Predications:
This plan is quoted as part of a dual option (Plans HM3Z24 and HDHM1L24).

Rates filed with NYSDFS as of September 26, 2023

Renewal Acknowledged and Approved

_____ Date: _____

CDPHP® HMO Plan Benefit Summary

Plan Code: HM3Z24(Pending DFS Approval)
Group ID: 10008427
Presented For: Town of Rotterdam
Date Prepared: 10/19/2023
Effective Date: 01/01/2024

	In-Network
Cost Sharing Information	
Deductible	N/A Single / N/A Family
Out of Pocket Maximum	N/A Single / N/A Family
Office Visits	
PCP	$25 Copayment
*PCP Cost share waived for members that are under age of 19	
Specialist	$40 Copayment
Telemedicine	
Preferred Live Video Doctor Visits (aptihealth, Doctor on Demand, Foodsmart, MovN)	Covered in Full
Other Participating Telemedicine Providers (Valera)	$25 Copayment
Telehealth services from a CDPHP Network provider (PCP or Specialist)	PCP or Specialist cost share based on provider
Preventive and Well Care Services*	
Well Baby and Child Care including immunizations	Covered in full
Annual Adult Exam (One exam per plan year regardless if 365 days have passed)	Covered in full
Mammography	Covered in full
Annual Pap Test and Ob/Gyn Exam	Covered in full
Prostate Cancer Screening	Covered in full
Bone Density Tests	Covered in full
*Cost sharing may apply to diagnostic care	
Hospital Services	
Inpatient Hospital (semi-private room, anesthesia, X-Ray, lab tests, etc)	$500 Copayment
Outpatient Surgery Facility	$40 Copayment
Maternity Services*	
Maternity - Routine Prenatal Care and Postnatal Care	Covered in Full*
Maternity - Inpatient Hospital Services	$500 Copayment
Newborn Nursery	Covered in full
*(Non-routine services may result in an additional cost share)	
Emergency Care	
Worldwide Emergency Room Care (waived if admitted inpatient)	$100 Copayment
Ambulance	$100 Copayment
Urgent Care	
When seeking care within CDPHP's Service Area, a participating Urgent Care Center must be used.	$25 Copayment
Diagnostic Testing*	
Outpatient Hospital or Office Based Laboratory Services: * Copayment waived if provider is a preferred laboratory.	Covered in full
Outpatient Hospital or Office Based Radiology Services: * Copayment waived if provider is a preferred center.	$40 Copayment
Behavioral Health Services	
Mental Health/Substance Use Inpatient Services	$500 Copayment
Mental Health/Substance Use Office-Based Services	$25 Copayment
*(Up to 20 visits per plan year may be used for substance use family counseling.)	
Condition Support Services	
Outpatient Rehabilitation - Physical Therapy	$40 Copayment (120 visits per benefit period)

CDPHP® HMO Plan Benefit Summary

Plan Code: HM3Z24(Pending DFS Approval)
Group ID: 10008427
Presented For: Town of Rotterdam
Date Prepared: 10/19/2023
Effective Date: 01/01/2024

	In-Network
Outpatient Rehabilitation - Speech Therapy	$40 Copayment (60 visits per benefit period)
Outpatient Rehabilitation - Occupational Therapy	$40 Copayment (120 visits per benefit period)
Home Health Care	Covered in full
Skilled Nursing Facility	Covered in full (90 days per benefit period)
Chemotherapy/Radiation Therapy visit	$25 Copayment
Prosthetic Devices and Durable Medical Equipment	20% Coinsurance
Diabetic Services	
Includes Insulin, oral medication, needles and syringes - up to a 30 day supply, Glucometers and Diabetic DME. Insulin is limited to $100 out of pocket per 30 day supply.	$25 Copayment
Vision Services	
Laser Eye Surgery	Up to a maximum of $750 reimbursement for eligible eye surgeries and consultations per lifetime
Wellness Care	
Weight Management	Up to a $100 reimbursement available for participation in a weight loss program
Fitness Reimbursement	Subscribers can be reimbursed up to $400 per plan year for qualified fitness activities. Of the $400, up to $200 can be applied for reimbursement of wearable fitness devices. Covered dependents can be reimbursed up to a combined $200 for qualified fitness activities and youth sports fees for members under age 18. Of the $200, up to $100 can be applied for reimbursement of wearable fitness devices.
Child Birthing Classes	Up to $75 reimbursement available for completion of child birthing class
Doula Reimbursement (A doula is a trained companion who supports another person through pregnancy and childbirth)	$1,500
Life Points Rewards	Participating (Up to $180 Life Points per contract per calendar year)
Acupuncture (10 visit limit per plan year for acupuncture services)	$40 Copayment
Nutritional Counseling	$40 Copayment
Chiropractic Benefits	$40 Copayment

This Summary of Benefits is intended to provide a general outline of coverage. In the event of any conflict between this document and the member's Certificate and any applicable Rider(s) issued by CDPHP, the Certificate and Rider(s) will be the controlling documents.

CDPHP gives you access to more than 12,000 participating practitioners and providers, including most of the local hospitals, and a variety of value-added services to help you and your family stay healthy. If you have a question or wish to receive additional information, please contact the CDPHP marketing department at (518) 641-5000 or 1-800-993-7299 or visit our Web site at www.cdphp.com.

All in-network Preauthorization requests are the responsibility of Your Participating Provider. You will not be penalized for a Participating Provider's failure to obtain a required Preauthorization. However, if services are not Covered under the Certificate, You will be responsible for the full cost of the services.

CDPHP® HMO Plan Benefit Summary

Plan Code:	HM3Z24(Pending DFS Approval)
Group ID:	10008427
Presented For:	Town of Rotterdam
Date Prepared:	10/19/2023
Effective Date:	01/01/2024

Your employer has chosen the following rider(s) to modify the Plan under which you would be covered as a CDPHP Member.

CDPHP® HMO Plan Benefit Summary

Plan Code:	HM3Z24(Pending DFS Approval)
Group ID:	10008427
Presented For:	Town of Rotterdam
Date Prepared:	10/19/2023
Effective Date:	01/01/2024

DME Riders	
Rider Name	DME2
Description	Durable medical equipment, prosthetics, orthotics, and oxygen are covered at 20% coinsurance in-network. There is no coverage for orthotic shoe inserts.
Rider Name	DMECPAP
Description	Medically Necessary CPAP supplies are covered in full by CDPHP when ordered by a participating provider. These supplies are subject to the applicable medical management conditions and limits in the member contract.
Eligibility	
Rider Name	ELGTERM
Description	A Member's Coverage shall automatically be terminated on the first of the following to apply: The date in which the Member ceases to be eligible or The date the Subscriber is retired or pensioned, unless Coverage is specifically provided for retired or pensioned individuals by agreement between CDPHP UBI and the Group.
Lab Rider	
Rider Name	LAB1
Description	Lab Services Covered in Full
Medicare Split Family Rider	
Rider Name	ELGMC
Description	Medicare Split Family Rider
Pharmacy Coverage	
Rider Name	HMRXL90Z24
Description	Preferred Retail Prescription Drugs (30 Day Supply) Tier 1 Drugs* $5 Tier 2 Drugs $20 Tier 3 Drugs $40 Non-Preferred Retail Pharmacy (30 Day Supply) Tier 1 Drugs 50% Tier 2 Drugs 50% Tier 3 Drugs 50% Specialty Drugs $40 *Copay/Coinsurance waived for members under age 19 Mail order, 2.0 Preferred Tier Copayments for a 90-day supply. Prescription drugs are not subject to the plan deductible. Preventive prescription drugs are not subject to the plan deductible. Prescriptions must be written by a duly licensed health care provider and filled at a participating pharmacy, unless otherwise authorized in advance by CDPHP. Specialty drugs are not eligible for the mail order program.
PPACA	
Rider Name	HPPACAGF
Description	Grandfathered (preventive services covered in full)
Union Benefit Medical	
Rider Name	UNN1
Description	Freestanding laboratory and ambulatory surgery facility services are covered in full.* Skilled nursing facility services are covered in full; up to 90 days per benefit period.* Physical and occupational therapy services are limited to 120 visits per benefit period, subject to visit copayment.* Speech therapy services are limited to 60 visits per benefit period, subject to visit copayment.* Acute short-term inpatient physical rehabilitation therapy services are limited to 60 days per benefit period and are covered in full.* Outpatient surgery subject to Specialist Visit Copayment.
Vision Coverage	
Rider Name	VSN2
Description	One routine eye exam is available every 24 months, commencing on the group effective date, without referral, refer to specialist office visit for cost share.

Keeping your business and your employees healthy

CDPHP® brings value to your business with award-winning customer service, a robust national network, and innovative, cost-saving plans. In 2024, as always, you can count on CDPHP to provide high quality benefits and personalized service that saves you money and helps your employees live their healthiest lives.

FREE PREVENTIVE CARE
Checkups, cancer screenings, tests, vaccines, and more

HEARING AND VISION
Hardware, exams, LASIK surgery, and more

PREGNANCY RESOURCES
A $1,500 doula reimbursement, maternal health education reimbursement, and many more support tools

CDPHP PRICE CHECK
Get a cost estimate before choosing a provider

PREFERRED LABS AND RADIOLOGY
Free and low-cost services

REIMBURSEMENTS
Gym fees, youth sports fees, fitness classes, wearable devices, and weight loss programs

VIRTUAL CARE
Live video doctor visits for physical and mental health

CARE MANAGEMENT
Support after a recent diagnosis or during and after a hospital stay

MENTAL HEALTH
In-person support, a crisis hotline, and live virtual doctor visits

ONE-ON-ONE SUPPORT
Personalized assistance from the CDPHP Care Team

ONLINE CLASSES
Fitness, wellness, weight loss, and more

Pending Department of Financial Services approval

CDPHP pharmacy 2024

We are on a mission to empower members with more choices, better pricing, and easy access to pharmacy services.

PREFERRED PHARMACIES

Choose a preferred Rx network pharmacy for the best medication prices.

DISCOUNT MEDICATIONS

Generic medications for as little as a penny a pill from participating preferred Rx locations through Rx for Less.

CDPHP PHARMACIES

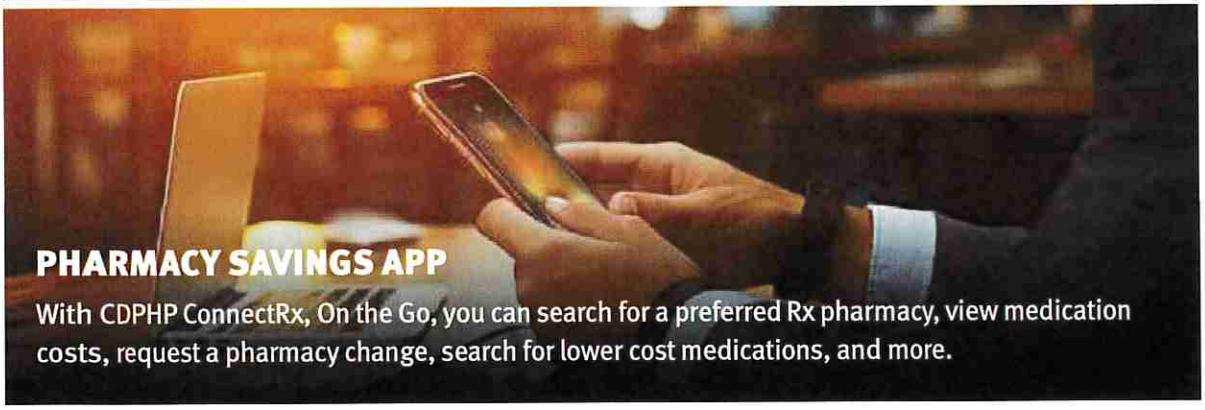
Our ConnectRx retail pharmacy locations provide free home delivery to surrounding areas and more. Visit pharmacyconnectrx.com for details.

ENHANCED MAIL ORDER

An easy online experience, free shipping, 24/7 pharmacist support, and automated refills with Optum Home Delivery Pharmacy.

$0 TIER 1 DRUGS FOR CHILDREN

No member cost-share for Tier 1 medications for members under age 19 from preferred pharmacies.*



PHARMACY SAVINGS APP

With CDPHP ConnectRx, On the Go, you can search for a preferred Rx pharmacy, view medication costs, request a pharmacy change, search for lower cost medications, and more.

*Deductible will apply on HSA qualified high deductible plans.

Changes You Should Know

CDPHP takes its role in providing health care coverage for your employees and clients seriously. These changes take effect at the time of benefits renewal in 2024. Refer to plan documents for complete details.

LARGE GROUPS, SMALL GROUP, INDIVIDUALS

Prescription drug network	CDPHP is enhancing our pharmacy network to promote greater affordability while still offering members choice of pharmacy location. The 2024 prescription drug benefit will include preferred pharmacies which have partnered with CDPHP to offer lower dispensing fees and drug costs, as well as participation in the Rx for Less Program (which offers dozens of medications for as low as a penny a pill) and other programs designed to control skyrocketing pharmacy trends. Members who fill prescriptions at non-preferred pharmacies will be subject to a 50 percent coinsurance. Does not apply to Standard plans.
Mail Order Pharmacy	Optum Home Delivery Pharmacy has been added to the CDPHP network for pharmacy mail order services. Members will have access to Optum's easy online experience to manage prescriptions, free shipping, 24/7 pharmacist support, and an automated refill process. Walmart Mail Order will no longer be a participating mail order pharmacy but remains in network as a preferred retail pharmacy.
$0 Tier 1 medications for members under age 19	There will be no member cost-share for Tier 1 drugs in the preferred network for members under age 19. Deductible applies to HSA-qualified plans. Does not apply to Standard plans.
Parent and infant class reimbursement	Parent and infant classes (e.g., yoga, swim lessons) are now eligible for reimbursement under the fitness reimbursement benefit.
Minimum allowable deductible (regulatory update)	The Internal Revenue Service (IRS) has determined that the deductible for HSA-qualified high deductible plans can be no less than $1,600 (individual) and $3,200 (family) for 2024. For plans with a deductible at the minimum level in 2023, the deductible will increase to these amounts for 2024.
Out-of-pocket maximum (regulatory update)	The IRS has determined that the out-of-pocket maximum for HSA-qualified high deductible plans can be no more than $8,050 (individual) and $16,100 (family) for 2024. The Department of Health and Human Services has determined that the out-of-pocket maximum for non-high deductible plans can be no more than $9,450 (individual) and $18,900 (family) for 2024. For plans at the maximum level in 2023, the maximum will increase to these amounts for 2024.

Plan design changes have been made pursuant to state and federal requirements.

Make workplace health a priority

A healthy and productive workforce can set your organization apart from the competition.

By partnering with CDPHP on a workplace health program, you can:

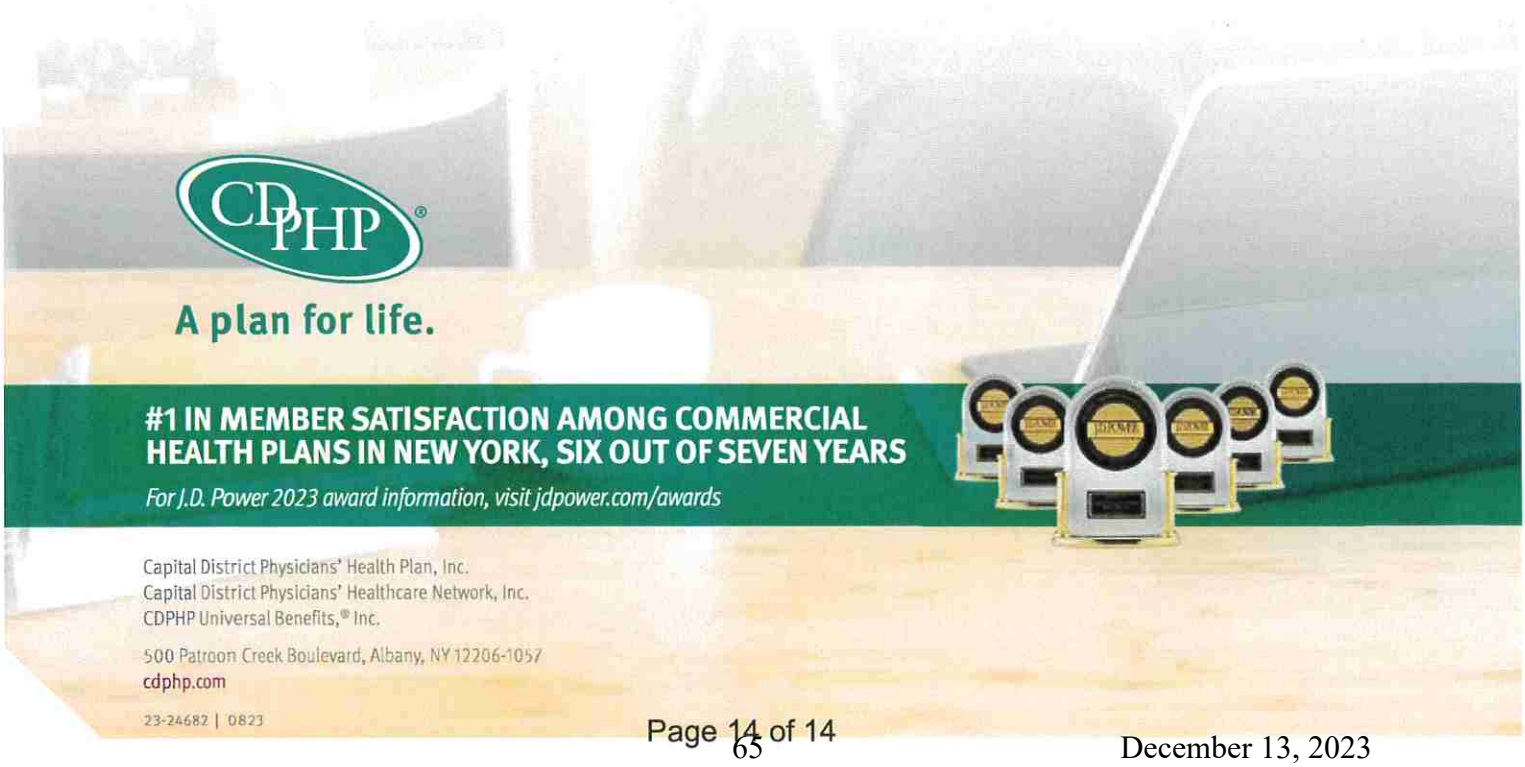
- Show your commitment to improving the health and well-being of your employees.
- Have healthier employees who feel better, live longer, are more productive, and use fewer sick days.
- Lower health care costs and benefit your organization's bottom line.

CDPHP Workplace Health Services helps businesses of all sizes to plan, manage, implement, assess, and evaluate a wellness program that fits your unique needs.

We approach workplace health as a collaborative partnership. Our goal is to meet you where you are, and through consultative support and a wealth of valuable resources, get you to where you want to be.

A dedicated workplace health strategist, certified in wellness program coordination, will be by your side every step of the way. They will guide you through the options to design a data-driven program that's right for you and your employees!

Contact your CDPHP account representative to learn more.



Humana.
Group Medicare
Advantage

HUMANA MEDICARE ADVANTAGE RENEWAL

Renewal Process

1. Sign the renewal at the bottom of page 1.

Humana.
Group Medicare
Advantage

Humana Medicare Group Plan – Premium Information

TOWN OF ROTTERDAM - PPO

Date:	7/31/2023
	Humana Medicare Group Plan
Plan Names:	PASSIVE PPO 079 213 with Custom Rx
Rx Formulary:	Group Plus Formulary - 24800
Additional Medication Buy-Ups:	Weight Loss Agents, EDs Standard
Additional Services Included:	Hearing, Vision

Plan Year	Final Billed Premium (Per Member Per Month)
1/1/2024 - 12/31/2024	$214.82

PASSIVE PPO 079 213 Medical and Rx Benefit Overview

	(In-Network Benefits match Out-of-Network Benefits)
Deductible	None
Inpatient Acute Hospital	$0 Copayment per Admission
Skilled Nursing Facility	$135 Copayment (Days 21-100)
Physician Office Visits	$10 Copayment
Specialist Office Visits	$15 Copayment
Outpatient Surgical	$0 Copayment
Ambulance	$50 Copayment
Emergency Room	$65 Copayment
Medical Maximum Out of Pocket	$4,000 Combined (Medicare Covered Services)
Prescription Drugs (Retail 30 day supply)	Custom Rx $0/$15/$30/$30 from $0 to Catastrophic

See attached sheet for rating assumptions and stipulations. The benefits presented above are a high-level summary. Please consult the Plan Design Exhibit for a more detailed list of covered services, member cost shares, services subject to deductibles and any plan limitations.

Proprietary and confidential. For the sole use of TOWN OF ROTTERDAM.
Not to be shared externally without written consent from Humana Inc.

Authorized Signature: _____

Print Name and Title: _____

Date Signed: _____

Humana
Group Medicare
Advantage

Humana Medicare Group Plan – Rating Assumptions and Stipulations

TOWN OF ROTTERDAM - PPO

Proposal Terms

The benefits presented on the previous page are a high-level summary. Please consult the Plan Design Exhibit for a more detailed outline of the benefits proposed. Final benefits may differ due to annual changes in CMS benefit requirements.

For members with End Stage Renal Disease (ESRD), the Humana Group Medicare Advantage Plan is only offered to eligible members who are diagnosed and enrolled in a manner that is consistent with applicable Medicare secondary laws, and the rules and regulations set forth by CMS.

The rates provided do not reflect any potential premium adjustments provided by Center for Medicare and Medicaid Services (CMS) or federal regulations based on a Medicare beneficiary's income.

Humana will hold the proposed rate(s) unless there are material changes or clarifications to existing or implementation of new federal regulations or requirements, and/or any unforeseen/unusual circumstances (i.e. pandemic) that would impact Group Medicare.

Humana will hold the proposed rates, assuming all of the information provided is accurate, and could be subject to change should any of the following differ:

All members are retired and enrolled in Medicare Part A and/or Part B.

A minimum average employer contribution level of 75% of the proposed premium for the plan.

A majority of members' (51% or more) primary residence is in an adequate Humana Medicare Advantage network service area. Humana will monitor network adequacy throughout the year to confirm standards are met.

Enrolled membership should not change from current, or differ from the information provided, by more than 10% per year. This proposal assumes 106 currently enrolled members.

Humana's Medicare Advantage plan is the only plan offered and there is no additional secondary plan wrapping around or offered in conjunction with this plan for all current and future Medicare eligible retirees.

Part D, administered by Humana Pharmacy Solutions, will utilize Humana's Group Plus formulary and include utilization management programs such as: quantity limits, prior authorization, and step therapy. Humana continually updates its drug list and quantity limits, and ensures these updates are in accordance with CMS regulations.

Benefits, deductibles, maximum out of pocket accumulators, and any applicable pharmacy TrOOP accumulators will be reset on January 1 each year.

We are pleased to present this Humana Group Medicare Advantage proposal to you and assume all information provided is accurate with the understanding if there is a material change from the current offering environment, Humana has the right to revise or rescind the quote.

HUMANA MEDICARE EMPLOYER LPPO PLAN

2024 LPPO for Town of Rotterdam Plan 079 Option 213 - Passive
Effective Date: 01/01/2024 - 12/31/2024

		2023		2024	
Annual Maximum Out-of-Pocket		• In-Network: $4,000 per individual per plan year (excludes Part D Pharmacy, Hearing Services (Routine), Vision Services (Routine), Extra Services and the Plan Premium). • Combined In and Out-of-Network: $4,000 per individual per plan year (excludes Part D Pharmacy, Hearing Services (Routine), Vision Services (Routine), Worldwide Coverage, Extra Services and the Plan Premium).		• In-Network: $4,000 per individual per plan year (excludes Part D Pharmacy, Hearing Services (Routine), Vision Services (Routine) Extra Services, and the Plan Premium). • Combined In and Out-of-Network: $4,000 per individual per plan year (excludes Part D Pharmacy, Hearing Services (Routine), Vision Services (Routine), Worldwide Coverage, Extra Services and the Plan Premium).	
Annual Deductible		• Combined In and Out-of-Network: NONE • Combined In-Network Exclusions: N/A • Combined Out-of-Network Exclusions: N/A		• Combined In and Out-of-Network: NONE • Combined In-Network Exclusions: N/A • Combined Out-of-Network Exclusions: N/A	
Place of Treatment	Benefit	Network Coverage Plan Pays (1):	Non-Network Coverage Plan Pays (1):	Network Coverage Plan Pays (1):	Non-Network Coverage Plan Pays (1):
Primary Care Physician	• Office Visit	100% after $10 copayment	100% after $10 copayment	100% after $10 copayment	100% after $10 copayment
	• Diagnostic Procedures and Tests	100% after $10 copayment	100% after $10 copayment	100% after $10 copayment	100% after $10 copayment
	• Lab Services	100%	100%	100%	100%
	• Surgical Procedures	100% after $10 copayment	100% after $10 copayment	100% after $10 copayment	100% after $10 copayment
	• Allergy Shots and Injections	100% after $10 copayment	100% after $10 copayment	100% after $10 copayment	100% after $10 copayment
	• Mental Health/Substance Abuse Services	100% after $10 copayment	100% after $10 copayment	100% after $10 copayment	100% after $10 copayment
	• Administration of Drugs in a Physician's Office	100%	100%	100%	100%
Specialist	• Office Visit	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Advanced Imaging Services	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Diagnostic Procedures and Tests	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Lab Services	100%	100%	100%	100%
	• Surgical Procedures	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Diagnostic Colonoscopy	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Podiatry Services (Medicare-covered)	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Chiropractic Services (Medicare-covered)	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Cardiac Therapy	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Supervised Exercise Therapy (SET) Symptomatic Peripheral Artery Disease (PAD) Services	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Pulmonary Therapy	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Radiation Therapy	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Allergy Shots and Injections	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Mental Health/Substance Abuse Services	100%	100%	100%	100%
	• Opioid Treatment Services	100%	100%	100%	100%
	• Administration of Drugs in a Physician's Office	100%	100%	100%	100%
	• Chemotherapy Drugs	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Dental Services (Medicare-covered)	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Hearing Services (Medicare-covered)	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Vision Services (Medicare-covered)	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Eyewear for Post-Cataract Surgery	100% after $15 copayment •for eyeglasses and contacts following cataract surgery	100% after $15 copayment •for eyeglasses and contacts following cataract surgery	100% after $15 copayment •for eyeglasses and contacts following cataract surgery	100% after $15 copayment •for eyeglasses and contacts following cataract surgery
	• Diabetic Eye Exam	100%	100%	100%	100%
	• Acupuncture Services (Medicare Covered) for Chronic Lower Back Pain - Your plan allows services to be received by a provider licensed to perform acupuncture or by providers meeting the Original Medicare provider requirements.	• 100% after $15 copayment for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year. - CLB321	• 100% after $15 copayment for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year. • Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions. - CLB321	• 100% after $15 copayment for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year. - CLB321	• 100% after $15 copayment for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year. • Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions. - CLB321
Preventive Services	• Abdominal Aortic Aneurysm Screening • Alcohol Misuse Screening and Counseling • Annual Wellness Visit • Bone Mass Measurement • Breast Cancer Screening • Cardiovascular Disease Behavioral Therapy • Cardiovascular Disease Screening • Cervical and Vaginal Cancer Screening	100%	100%	100%	100%

	• Colorectal Cancer Screening • Depression Screening • Diabetes Screening • Diabetes Self-Management Training • Glaucoma Screening • Hepatitis C Screening • HIV Screening • Kidney Disease Education Services • Immunizations • Lung Cancer Screening • Medicare Diabetes Prevention Program • Medical Nutrition Therapy • Obesity Screening and Therapy • Physical Exams (Routine) • Prostate Cancer Screening Exam • Smoking and Tobacco Use Cessation • STI Screening and Counseling • "Welcome to Medicare" Preventive Visit				
Inpatient Hospital Services	• Inpatient Care (All Authorized Admissions)	100% per admission	100% per admission	100% per admission	100% per admission
	• Inpatient Physician Services	100%	100%	100%	100%
	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% per admission	100% per admission	100% per admission	100% per admission
Inpatient Psychiatric Facility	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% per admission •190 day lifetime limit in a psychiatric facility	100% per admission •190 day lifetime limit in a psychiatric facility	100% per admission •190 day lifetime limit in a psychiatric facility	100% per admission •190 day lifetime limit in a psychiatric facility
	• Inpatient Mental Health/Substance Abuse Physician Services	100%	100%	100%	100%
Partial Hospitalization	• Mental Health/Substance Abuse Services	100%	100%	100%	100%
	• Opioid Treatment Services	100%	100%	100%	100%
Outpatient Hospital	• Surgical Services	100%	100%	100%	100%
	• Diagnostic Colonoscopy	100%	100%	100%	100%
	• Advanced Imaging Services	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Nuclear Medicine Services	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Diagnostic Procedures and Tests	100%	100%	100%	100%
	• Lab Services	100%	100%	100%	100%
	• Radiation Therapy	100%	100%	100%	100%
	• Cardiac Therapy	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Pulmonary Therapy	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Therapies (Occupational, Physical, Audiology, and Speech)	100%	100%	100%	100%
	• Chemotherapy Drugs	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Renal Dialysis Services	100%	100%	100%	100%
	• Mental Health/Substance Abuse Services	100%	100%	100%	100%
	• Opioid Treatment Services	100%	100%	100%	100%
	• Medicare-covered Part B Drugs	100%	100%	100%	100%
	• Outpatient Physician Services	100%	100%	100%	100%
Skilled Nursing Facility (SNF)	• SNF Care (no 3 day hospital stay is required)	100% per day (days 1-20); $135 copayment per day (days 21-100) •Plan pays $0 after 100 days	100% per day (days 1-20); $135 copayment per day (days 21-100) •Plan pays $0 after 100 days	100% per day (days 1-20); $135 copayment per day (days 21-100) •Plan pays $0 after 100 days	100% per day (days 1-20); $135 copayment per day (days 21-100) •Plan pays $0 after 100 days
	• SNF Physician Services	100%	100%	100%	100%
Urgent Care Center	• Urgently Needed Care	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Lab Services	100%	100%	100%	100%
Emergency Room	• Emergency Services (2)	100% after $65 copayment • Waived if admitted within 24 hours	100% after $65 copayment • Waived if admitted within 24 hours	100% after $65 copayment • Waived if admitted within 24 hours	100% after $65 copayment • Waived if admitted within 24 hours
	• Emergency Room Physician Services	100%	100%	100%	100%
Ambulance	• Ambulance Services	100% after $50 copayment per date of service •Limited to Medicare-covered transportation	100% after $50 copayment per date of service •Limited to Medicare-covered transportation	100% after $50 copayment per date of service •Limited to Medicare-covered transportation	100% after $50 copayment per date of service •Limited to Medicare-covered transportation
Travel Benefit	• US Travel Benefit	Member receives in-network benefit when services are received from a participating PPO provider in another Humana PPO service area.	N/A	Member receives in-network benefit when services are received from a participating PPO provider in another Humana PPO service area.	N/A
Worldwide Coverage	• Emergency Services and Urgently Needed Care Only	N/A	80% coinsurance limited to emergency Medicare-covered services. $100 deductible per year, $25,000 Maximum Benefit per year or 60 consecutive days, whichever is reached first.	N/A	80% coinsurance limited to emergency Medicare-covered services. $100 deductible per year, $25,000 Maximum Benefit per year or 60 consecutive days, whichever is reached first.
Comprehensive Outpatient Rehabilitation Facility	• Pulmonary Therapy	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
Freestanding Radiological Facility	• Advanced Imaging Services	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Nuclear Medicine Services	100%	100%	100%	100%

	• Diagnostic Procedures and Tests	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment	100% after $15 copayment
	• Radiation Therapy	100%	100%	100%	100%
Ambulatory Surgical Center	• Surgical Procedures	100%	100%	100%	100%
	• Diagnostic Colonoscopy	100%	100%	100%	100%
Freestanding Laboratory	• Lab Services	100%	100%	100%	100%
Dialysis Center	• Renal Dialysis Services	100%	100%	100%	100%
Home Health	• Home Health Care	100% •excludes Personal Home Care	100% •excludes Personal Home Care	100% •excludes Personal Home Care	100% •excludes Personal Home Care
DME Provider	• Durable Medical Equipment	80%	80%	80%	80%
	• Diabetic Monitoring Supplies	80%	80%	80%	80%
Medical Supply Provider	• Medical Supplies	80%	80%	80%	80%
Preferred Diabetic Supplier	• Diabetic Monitoring Supplies	100%	N/A	100%	N/A
Prosthetics Provider	• Prosthetics	80%	80%	80%	80%
Pharmacy (Part B Only)	• Durable Medical Equipment	80%	80%	80% •Includes Continuous Glucose Monitors	80% •Includes Continuous Glucose Monitors
	• Medical Supplies	80%	80%	80%	80%
	• Diabetic Monitoring Supplies	100%	100%	100%	100%
	• Medicare-covered Part B Drugs	80%	80%	80%	80%
Additional Telehealth Services	• Primary Care Physician - Virtual Visit	100%	N/A	100%	N/A
	• Specialist - Virtual Visit	100% after $15 copayment	N/A	100% after $15 copayment	N/A
	• Behavioral Health and Substance Abuse - Virtual Visit	100%	N/A	100%	N/A
	• Urgently Needed Care - Virtual Visit	100%	N/A	100%	N/A
Other Benefits	• Hearing Services (Routine)	•100% for routine hearing exams up to 1 every 3 years. •$600 combined in and out of network maximum benefit coverage amount for both hearing aid(s) (all types) up to 2 every 3 years. - HER007	•100% for routine hearing exams up to 1 every 3 years. •$600 combined in and out of network maximum benefit coverage amount for both hearing aid(s) (all types) up to 2 every 3 years. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions. - HER007	•100% for routine hearing exams up to 1 every 3 years. •$600 combined in and out of network maximum benefit coverage amount for both hearing aid(s) (all types) up to 2 every 3 years. - HER007	•100% for routine hearing exams up to 1 every 3 years. •$600 combined in and out of network maximum benefit coverage amount for both hearing aid(s) (all types) up to 2 every 3 years. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions. - HER007
	• Vision Services (Routine)	•100% for routine exam (includes refraction) up to 1 every 2 years. •$100 combined maximum benefit coverage amount every 2 years for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames). - VIS254	•100% for routine exam (includes refraction) up to 1 every 2 years. •$100 combined maximum benefit coverage amount every 2 years for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames). •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.- VIS254	•100% for routine exam (includes refraction) up to 1 every 2 years. •$100 combined maximum benefit coverage amount every 2 years for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames). - VIS254	•100% for routine exam (includes refraction) up to 1 every 2 years. •$100 combined maximum benefit coverage amount every 2 years for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames). •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.- VIS254

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor.			
Extra Benefits (MSB)	• SilverSneakers®	Available	Available
	• Personal Health Coaching	Available	Available
	• Smoking Cessation (Additional)	Available	Available
	• Meal Program	Available	Available
	• Post-Discharge Transportation Services	Available	Available
	• Post-Discharge Personal Home Care	Available	Available
Care Management	• **Clinical Programs/Disease Management (3)** *- Case Management* *- Humana at Home®* *- Chronic Condition Management* *- Transplant Management* *- Behavioral Health Care Coordination*	Available	Available

(1) All coinsurance percentages are based on the Medicare fee schedule and not billed charges. All copayments are on a 'per visit' basis, unless otherwise noted.
(2) Emergency room copayment waived if admitted or if hospital is outside the U.S.
(3) We have provided examples of various Health Education and clinical programs. Actual programs may vary by market.

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor. The products and services described below are neither offered nor guaranteed under our contract with the Medicare program. In addition, they are not subject to the Medicare appeals process. Any disputes regarding these products and services should be addressed with Customer Care by calling the number on the back of your Humana membership card.
CMS does not permit discussing the below services with potential enrollees prior to enrollment.

Extra Services (VAIS)	• Complementary Alternative Medicine and Weight Management Discount (Tivity) - Not available in Puerto Rico	Available	Available
	• Dental Discount (Florida GoldPlus) - Available in Florida only	Available	Available
	Dental Discount (HumanaDental) - Not available in Florida or Puerto Rico	Available	Available
	• Healthy Hearing Discount (HearUSA) - Available in Florida only	Available	Available
	• Hearing Discount (TruHearing) - Not available in Florida or Puerto Rico	Available	Available
	• Personal Emergency Response System (Lifeline® Medical Alert Systems)	Available	Available
	• Meal Delivery Discount (Mom's Meals)	Available	Available
	• Bill Management Service (Silver Bills)	Available	Available
	• Dental Health (Truthbrush)	Not Available	Available
	• Digital Fitness Program Discount (Balanced)	Not Available	Available
	• Vision Discount (EyeMed)	Available	Available

Go365® by Humana is included in this plan:

Go365 is a wellness program that rewards Medicare beneficiaries for completing eligible healthy activities that help them establish and maintain a healthy lifestyle. As they achieve manageable health goals, Go365 keeps members engaged and motivated by acknowledging their efforts. By completing healthy activities like walking, getting and Annual Wellness Exam, or volunteering, members earn rewards they can redeem for gift cards in the Go365 Mall.

This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. Certain services under the plan require authorization by network providers. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

Humana is a Medicare Employer PPO plan with a Medicare contract. Enrollment in this Humana plan depends on contract renewal.

Humana.
Group Medicare
Advantage

HUMANA MEDICARE EMPLOYER Rx PLAN

2024 Rx for Town of Rotterdam Rx 457
Group Plus Formulary - PDG 27
With Package(s): 5 (Weight Loss) & 6 (Erectile Dysfunction)
Effective Date: 01/01/2024 - 12/31/2024

30 day Supplies

Plan/ Option	30 day Standard Retail from $0 to Catastrophic (1)				30 day Standard Retail from Catastrophic to Unlimited	Out-of-Pocket that triggers Catastrophic
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1	
079/213	$0	$15	$30	$30	$0	$8,000

Plan/ Option	30 day Standard Mail Order from $0 to Catastrophic (1)				30 day Standard Mail Order from Catastrophic to Unlimited	Out-of-Pocket that triggers Catastrophic
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1	
079/213	$0	$15	$30	$30	$0	$8,000

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.

*Tier 1: Generic or Preferred Generic - Generic or brand drugs that are available at the lowest cost share for this plan.
Tier 2: Preferred Brand - Generic or brand drugs that Humana offers at a lower cost than Tier 3 Non-Preferred Drug.
Tier 3: Non-Preferred Drug - Generic or brand drugs that Humana offers at a higher cost than Tier 2 Preferred Brand drugs.
Tier 4: Specialty Tier - Some injectables and other higher-cost drugs.

Humana.
Group Medicare
Advantage

90 day Supplies

Plan/ Option	90 day Standard Retail (2) from $0 to Catastrophic (1)				90 day Standard Retail (2) from Catastrophic to Unlimited	Out-of-Pocket that triggers Catastrophic
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1	
079/213	$0	$30	$60	N/A	$0	$8,000

Plan/ Option	90 day Standard Mail Order (2) from $0 to Catastrophic (1)				90 day Standard Mail Order (2) from Catastrophic to Unlimited	Out-of-Pocket that triggers Catastrophic
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1	
079/213	$0	$30	$60	N/A	$0	$8,000

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.

Footnotes

1 Catastrophic: When a member's True Out Of Pocket (TrOOP) cost reaches $8,000.

2 Retail and Mail Order: Retail and Mail Order benefit for a 90-day supply is limited to Rx formulary Tiers 1-2 and most drugs on Tier 3. Regardless of tier placement, Specialty drugs are limited to a 30-day supply.

Out of Network: Emergency Situations

When a member purchases a drug at an out-of-network pharmacy in an emergency situation:

a. the member will pay the same coinsurance as would have applied at a network pharmacy, but at the out-of-network pharmacy price, and/or,

b. the member will pay the same copayment as would have applied at a network pharmacy, plus the difference between the out-of-network pharmacy price and the network pharmacy price.

Humana.
Group Medicare
Advantage

Extra Services

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor. The products and services described below are neither offered nor guaranteed under our contract with the Medicare program. In addition, they are not subject to the Medicare appeals process. Any disputes regarding these products and services should be addressed with Customer Care by calling the number on the back of your Humana membership card.
CMS does not permit discussing the below services with potential enrollees prior to enrollment.

Prescription Medication Discount	Members can receive discounts on many non-covered prescription drugs received from a network pharmacy. (Quantity limits may apply)

This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Part D benefit parameters, regulated by the Centers for Medicare and Medicaid Services (CMS), can impact Part D benefits on an annual basis. The formulary and pharmacy network may change at any time. The member will receive notice when necessary. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

Humana is a Medicare Employer Prescription Drug plan with a Medicare contract. Enrollment in this Humana plan depends on contract renewal.

MVP HEALTH CARE

MVP RENEWAL

CLOSED PLANS NO CHANGE.

Process Renewal

1. Provide signature on page 1 to accept renewals for MVP 10+ and MVP 15+
2. Provide signature on page 2 to accept renewal for MVP 25/40
3. Sign the Grandfathered Plan Status Certification on the bottom of page 9.
4. Sign Large Group HMO Attestation on the bottom of page 10.

MVP Health Care
NEW YORK GROUP RATE QUOTE
Stand Alone Offerings

Customer Name: **TOWN OF ROTTERDAM**
Group Number: 213635
Contract Period: 1/1/2024 - 12/31/2024

These rates are Guaranteed provided all contingencies are met and products are approved as filed

	Sold ☐ Option 1		Sold ☐ Option 2	
	Rating Region	**Associated Sub Group(s)**	**Rating Region**	**Associated Sub Group(s)**
	Ex1	0001	Ex1	0001
Product	**HMOGF**		**HMOGF**	
Base Plan	**COC10+LPGFC**		**COC15+LPGFC**	
	Quoted Rates		**Quoted Rates**	
Single	$1,059.56		$1,038.29	
Double	$2,436.99		$2,388.07	
Family	$2,595.92		$2,543.81	

Benefit Summary

Product	**COC10+LPGFC**	**COC15+LPGFC**
Base Plan		
In Network:		
PCP/SPC OV:	$10	$15
Deductible:	N/A	N/A
Coinsurance:	N/A	N/A
Out of Pocket Max:	N/A	N/A
Inpatient:	$0	$0
Emergency:	$35	$50
Outpatient Surg:	$10	$15
Pharmacy:	$5/$20/$40	$5/$20/$40
Additional:	Exclusion of Prev Dental Rx Removes MAC pricing Mail Order Rx 2.5x to 2.0x	Exclusion of Prev Dental Rx Removes MAC pricing Mail Order Rx 2.5x to 2.0x

Quote Contingencies

NY Large Group Location Attestation Form Required
Employer Group Size Attestation may be required annually to verify Large group status prior to renewal implementation
MVP reserves the right to adjust rates due to changes in federal or state benefit mandates or tax policies.
All of the benefits noted above are a summary. Please see the plans benefit document for full details.
Subject to Home Office Approval.

- Rider Codes: Option 1 RX-RX502LGFC MED500LGFB RX-RX550LGFB RX-RX551LGF
- Rider Codes: Option 2 RX-RX502LGFC MED500LGFB RX-RX550LGFB RX-RX551LGF

Marketing Representative: **Date:**

August F. Cassella
Group Representative/Broker: **Date:** 10/17/2023

Renewal Acknowledged and Approved

_____ Date: _____

MVP Health Care
NEW YORK GROUP RATE QUOTE
Stand Alone Offerings

Customer Name: **TOWN OF ROTTERDAM**
Group Number: 213635
Contract Period: 1/1/2024 - 12/31/2024

These rates are Guaranteed provided all contingencies are met and products are approved as filed

Sold ☐
Option 3

Rating Region	Associated Sub Group(s)
Ex1	0001

Product	**HMOGF**
Base Plan	**COC2540LPGFC**
	Quoted Rates
Single	$987.77
Double	$2,271.87
Family	$2,420.04

Benefit Summary

Product	
Base Plan	**COC2540LPGFC**
In Network:	
PCP/SPC OV:	$25/$40
Deductible:	N/A
Coinsurance:	N/A
Out of Pocket Max:	N/A
Inpatient:	$250
Emergency:	$100
Outpatient Surg:	$75
Pharmacy:	$5/$20/$40
Additional:	Exclusion of Prev Dental Rx Removes MAC pricing Mail Order Rx 2.5x to 2.0x

Quote Contingencies

NY Large Group Location Attestation Form Required
Employer Group Size Attestation may be required annually to verify Large group status prior to renewal implementation
MVP reserves the right to adjust rates due to changes in federal or state benefit mandates or tax policies.
All of the benefits noted above are a summary. Please see the plans benefit document for full details.
Subject to Home Office Approval.

- Rider Codes: Option 3 RX-RX502LGFC MED500LGFB RX-RX550LGFB RX-RX551LGF

Marketing Representative: _____ **Date:** _____

Group Representative/Broker: August F. Cassella **Date:** 10/27/2023

Renewal Acknowledged and Approved

_____ Date: _____

New York
Plan Name: HMO
Plan Form: COC10+LPGFC
Plan Status: Pending

Pending Approval by the New York State Department of Financial Services

MVP HEALTH CARE

Plan Cost-Sharing Highlights	Coverage Information	Limits and Exclusions
Annual Deductible per Contract Year	$0 Person/$0 Family	None
Co-insurance	As Noted Below	None
Annual Out-of-Pocket Maximum	$0 Person/$0 Family	None
Primary Care Physician Office Visits	$10 copay	None
Specialist Office Visits	$10 copay	None
Preventive & Well Care Services		
Well Child Care & Immunizations Adult Annual Physical (One per Contract Year) Mammography Annual Pap Test & Ob/Gyn Exam Immunizations for Adults Colonoscopy /Sigmoidoscopy Screening Bone Density Tests	Covered in Full. For a full list of covered preventive care services, visit mvphealthcare.com.	None
Physician Office Visits		
Diagnostic Laboratory Services	Covered in Full	None
Diagnostic X-ray	PCP: $10 copay/Spec: $10 copay	None
Advanced Imaging Services (CT/PET scans, MRIs)	Spec: $10 copay/Free-Stnd: $10 copay	None
Rehabilitative Services (PT/OT/ST)	$10 copay	30 combined PT/OT/ST visits per year
Allergy Services	$10 copay	None
Chemotherapy Visit	$10 copay	None
Inpatient Services - Hospital		
Medical/Surgical Admissions	Covered in Full	None
Surgical Services	Covered in Full	None
Inpatient Physical Rehabilitation	Covered in Full	30 days per Plan Year combined therapies
Outpatient Hospital Services		
Hospital Rehab Services (PT/OT/ST)	$10 copay	None
Diagnostic Laboratory Services	Covered in Full	None
Diagnostic X-ray	$10 copay	None
Advanced Imaging Services (CT/PET, scans, MRIs)	$10 copay	None
Ambulatory/Outpatient Surgery	$10 copay	None
Emergency Care		
Emergency Room (ER) Visit	$35 copay	None
Urgent Care Centers	$10 copay	None
Ambulance (Emergency Medical Transportation)	Covered in Full	None
Maternity Services		
Maternity – Prenatal Care	Covered in Full	None
Maternity – Physician Delivery	Covered in Full	None
Maternity – Inpatient Hospital Services	Covered in Full	None

*Deductible applies to this benefit

New York
Plan Name: HMO
Plan Form: COC10+LPGFC
Plan Status: Pending

Pending Approval by the New York State Department of Financial Services

MVP HEALTH CARE

	Coverage Information	Limits and Exclusions
Behavioral Health Services		
Mental Health Inpatient Hospital	Covered in Full	None
Mental Health Outpatient	$10 copay	None
Substance Use Disorder Inpatient Hospital	Covered in Full	None
Substance Use Disorder Outpatient	$10 copay	Unlimited; up to 20 visits per Plan Year may be used for family counseling
Residential Treatment	Covered in Full	None
Other Services		
Physician Administered Drugs	$10 copay	None
Skilled Nursing Facility	Covered in Full	60 days per Plan Year
Home Health Care	$10 copay	60 visits per plan year
Hospice	Covered in Full	210 days per Plan Year; Five (5) visits for family bereavement counseling
Durable Medical Equipment	50% coinsurance	None
Diabetic Supplies & Equipment	$10 copay	None
Chiropractic Benefit	$10 copay	None
Acupuncture	Not covered	None
Prescription Drug Coverage		
Tier 1	Pharm: $5 copay/Mail: $10 copay	Mail order copay is 2 x retail copay; Maximum Allowable Cost (MAC) provision is removed
Tier 2	Pharm: $20 copay/Mail: $40 copay	Mail order copay is 2 x retail copay; Maximum Allowable Cost (MAC) provision is removed
Tier 3	Pharm: $40 copay/Mail: $80 copay	Mail order copay is 2 x retail copay; Maximum Allowable Cost (MAC) provision is removed
Prescription Drug Deductible	None	None
Vision Care		
Adult Vision Care	$10 copay	One exam every 2 Calendar Years
Pediatric Vision Care	$10 copay	One exam every 2 Calendar Years
Other Plan Features		
Gia® Virtual Care	Covered in Full	None
Wellness Benefits	Not covered	None
Plan Highlights	Visit mvphealthcare.com for more information. View a complete Glossary of Terms and Member FAQs to better understand your MVP plan benefits.	

Gia virtual care services are available at no member cost-share for medical plans, including qualified high-deductible health plans (QHDHPs), upon enrollment and plan renewal in 2023. Members enrolled in a 2022 QHDHP must meet the plan's annual deductible before Gia services are available at no member cost share.

This plan overview is intended to provide a general outline of coverage. In the event of any conflict between this document and your Certificate of Coverage (COC), Schedule, and any applicable Rider(s), your COC, Schedule, and Rider(s) will be controlling. For plan details, please call 1-800-TALK-MVP (825-5687), or visit mvphealthcare.com.

Health benefit plans are issued or administered by MVP Health Plan, Inc.; MVP Health Insurance Company; MVP Select Care, Inc.; and MVP Health Services Corp., operating subsidiaries of MVP Health Care, Inc. Not all plans available in all states and counties.

*Deductible applies to this benefit

Plan Cost-Sharing Highlights	Coverage Information	Limits and Exclusions
Annual Deductible per Contract Year	$0 Person/$0 Family	None
Co-insurance	As Noted Below	None
Annual Out-of-Pocket Maximum	$0 Person/$0 Family	None
Primary Care Physician Office Visits	$15 copay	None
Specialist Office Visits	$15 copay	None
Preventive & Well Care Services		
Well Child Care & Immunizations Adult Annual Physical (One per Contract Year) Mammography Annual Pap Test & Ob/Gyn Exam Immunizations for Adults Colonoscopy /Sigmoidoscopy Screening Bone Density Tests	Covered in Full. For a full list of covered preventive care services, visit mvphealthcare.com.	None
Physician Office Visits		
Diagnostic Laboratory Services	Covered in Full	None
Diagnostic X-ray	PCP: $15 copay/Spec: $15 copay	None
Advanced Imaging Services (CT/PET scans, MRIs)	Spec: $15 copay/Free-Stnd: $15 copay	None
Rehabilitative Services (PT/OT/ST)	$15 copay	30 combined PT/OT/ST visits per year
Allergy Services	$15 copay	None
Chemotherapy Visit	$15 copay	None
Inpatient Services - Hospital		
Medical/Surgical Admissions	Covered in Full	None
Surgical Services	Covered in Full	None
Inpatient Physical Rehabilitation	Covered in Full	30 days per Plan Year combined therapies
Outpatient Hospital Services		
Hospital Rehab Services (PT/OT/ST)	$15 copay	30 visits per plan year combined therapies
Diagnostic Laboratory Services	Covered in Full	None
Diagnostic X-ray	$15 copay	None
Advanced Imaging Services (CT/PET, scans, MRIs)	$15 copay	None
Ambulatory/Outpatient Surgery	$15 copay	None
Emergency Care		
Emergency Room (ER) Visit	$50 copay	None
Urgent Care Centers	$15 copay	None
Ambulance (Emergency Medical Transportation)	Covered in Full	None
Maternity Services		
Maternity – Prenatal Care	Covered in Full	None
Maternity – Physician Delivery	Covered in Full	None
Maternity – Inpatient Hospital Services	Covered in Full	None

*Deductible applies to this benefit

New York
Plan Name: HMO
Plan Form: COC15+LPGFC
Plan Status: Pending

Pending Approval by the New York State Department of Financial Services

MVP HEALTH CARE

	Coverage Information	Limits and Exclusions
Behavioral Health Services		
Mental Health Inpatient Hospital	Covered in Full	None
Mental Health Outpatient	$15 copay	None
Substance Use Disorder Inpatient Hospital	Covered in Full	None
Substance Use Disorder Outpatient	$15 copay	Unlimited; up to 20 visits per Plan Year may be used for family counseling
Residential Treatment	Covered in Full	None
Other Services		
Physician Administered Drugs	$15 copay	None
Skilled Nursing Facility	Covered in Full	60 days per Plan Year
Home Health Care	$15 copay	60 visits per plan year
Hospice	Covered in Full	210 days per Plan Year; Five (5) visits for family bereavement counseling
Durable Medical Equipment	50% coinsurance	None
Diabetic Supplies & Equipment	$15 copay	None
Chiropractic Benefit	$15 copay	None
Acupuncture	Not covered	None
Prescription Drug Coverage		
Tier 1	Pharm: $5 copay/Mail: $10 copay	Mail order copay is 2 x retail copay; Maximum Allowable Cost (MAC) provision is removed
Tier 2	Pharm: $20 copay/Mail: $40 copay	Mail order copay is 2 x retail copay; Maximum Allowable Cost (MAC) provision is removed
Tier 3	Pharm: $40 copay/Mail: $80 copay	Mail order copay is 2 x retail copay; Maximum Allowable Cost (MAC) provision is removed
Prescription Drug Deductible	None	None
Vision Care		
Adult Vision Care	$15 copay	One exam every 2 Calendar Years
Pediatric Vision Care	$15 copay	One exam every 2 Calendar Years
Other Plan Features		
Gia® Virtual Care	Covered in Full	None
Wellness Benefits	Not covered	None
Plan Highlights	Visit mvphealthcare.com for more information. View a complete Glossary of Terms and Member FAQs to better understand your MVP plan benefits.	

Gia virtual care services are available at no member cost-share for medical plans, including qualified high-deductible health plans (QHDHPs), upon enrollment and plan renewal in 2023. Members enrolled in a 2022 QHDHP must meet the plan's annual deductible before Gia services are available at no member cost share.

This plan overview is intended to provide a general outline of coverage. In the event of any conflict between this document and your Certificate of Coverage (COC), Schedule, and any applicable Rider(s), your COC, Schedule, and Rider(s) will be controlling. For plan details, please call 1-800-TALK-MVP (825-5687), or visit mvphealthcare.com.

Health benefit plans are issued or administered by MVP Health Plan, Inc.; MVP Health Insurance Company; MVP Select Care, Inc.; and MVP Health Services Corp., operating subsidiaries of MVP Health Care, Inc. Not all plans available in all states and counties.

*Deductible applies to this benefit

New York
Plan Name: HMO
Plan Form: COC2540LPGFC
Plan Status: Pending

Pending Approval by the New York State Department of Financial Services

MVP HEALTH CARE

Plan Cost-Sharing Highlights	Coverage Information	Limits and Exclusions
Annual Deductible per Contract Year	$0 Person/$0 Family	None
Co-insurance	As Noted Below	None
Annual Out-of-Pocket Maximum	$0 Person/$0 Family	None
Primary Care Physician Office Visits	$25 copay	None
Specialist Office Visits	$40 copay	None
Preventive & Well Care Services		
Well Child Care & Immunizations Adult Annual Physical (One per Contract Year) Mammography Annual Pap Test & Ob/Gyn Exam Immunizations for Adults Colonoscopy /Sigmoidoscopy Screening Bone Density Tests	Covered in Full. For a full list of covered preventive care services, visit mvphealthcare.com.	None
Physician Office Visits		
Diagnostic Laboratory Services	Covered in Full	None
Diagnostic X-ray	PCP: $25 copay/Spec: $40 copay	None
Advanced Imaging Services (CT/PET scans, MRIs)	Spec: $40 copay/Free-Stnd: $40 copay	None
Rehabilitative Services (PT/OT/ST)	$40 copay	30 combined PT/OT/ST visits per year
Allergy Services	$40 copay	None
Chemotherapy Visit	$25 copay	None
Inpatient Services - Hospital		
Medical/Surgical Admissions	$500 copay	None
Surgical Services	$100 copay	None
Inpatient Physical Rehabilitation	$500 copay	30 days per Plan Year combined therapies
Outpatient Hospital Services		
Hospital Rehab Services (PT/OT/ST)	$40 copay	30 combined PT/OT/ST visits per year
Diagnostic Laboratory Services	Covered in Full	None
Diagnostic X-ray	$40 copay	None
Advanced Imaging Services (CT/PET, scans, MRIs)	$40 copay	None
Ambulatory/Outpatient Surgery	$75 copay	None
Emergency Care		
Emergency Room (ER) Visit	$100 copay	None
Urgent Care Centers	$25 copay	None
Ambulance (Emergency Medical Transportation)	$100 copay	None
Maternity Services		
Maternity – Prenatal Care	Covered in Full	None
Maternity – Physician Delivery	Covered in Full	None
Maternity – Inpatient Hospital Services	$500 copay	None

*Deductible applies to this benefit

New York
Plan Name: HMO
Plan Form: COC2540LPGFC
Plan Status: Pending

Pending Approval by the New York State Department of Financial Services

MVP HEALTH CARE

	Coverage Information	Limits and Exclusions
Behavioral Health Services		
Mental Health Inpatient Hospital	$500 copay	None
Mental Health Outpatient	$25 copay	None
Substance Use Disorder Inpatient Hospital	$500 copay	None
Substance Use Disorder Outpatient	$25 copay	Unlimited; up to 20 visits per Plan Year may be used for family counseling
Residential Treatment	Covered in Full	None
Other Services		
Physician Administered Drugs	$40 copay	None
Skilled Nursing Facility	Covered in Full	60 days per Plan Year
Home Health Care	$25 copay	60 visits per plan year
Hospice	Covered in Full	210 days per Plan Year; Five (5) visits for family bereavement counseling
Durable Medical Equipment	50% coinsurance	None
Diabetic Supplies & Equipment	$25 copay	None
Chiropractic Benefit	$40 copay	None
Acupuncture	Not covered	None
Prescription Drug Coverage		
Tier 1	Pharm: $5 copay/Mail: $10 copay	Mail order copay is 2 x retail copay; Maximum Allowable Cost (MAC) provision is removed
Tier 2	Pharm: $20 copay/Mail: $40 copay	Mail order copay is 2 x retail copay; Maximum Allowable Cost (MAC) provision is removed
Tier 3	Pharm: $40 copay/Mail: $80 copay	Mail order copay is 2 x retail copay; Maximum Allowable Cost (MAC) provision is removed
Prescription Drug Deductible	None	None
Vision Care		
Adult Vision Care	$40 copay	One exam every 2 Calendar Years
Pediatric Vision Care	$40 copay	One exam every 2 Calendar Years
Other Plan Features		
Gia® Virtual Care	Covered in Full	None
Wellness Benefits	Not covered	None
Plan Highlights	Visit mvphealthcare.com for more information. View a complete Glossary of Terms and Member FAQs to better understand your MVP plan benefits.	

Gia virtual care services are available at no member cost-share for medical plans, including qualified high-deductible health plans (QHDHPs), upon enrollment and plan renewal in 2023. Members enrolled in a 2022 QHDHP must meet the plan's annual deductible before Gia services are available at no member cost share.

This plan overview is intended to provide a general outline of coverage. In the event of any conflict between this document and your Certificate of Coverage (COC), Schedule, and any applicable Rider(s), your COC, Schedule, and Rider(s) will be controlling. For plan details, please call 1-800-TALK-MVP (825-5687), or visit mvphealthcare.com.

Health benefit plans are issued or administered by MVP Health Plan, Inc.; MVP Health Insurance Company; MVP Select Care, Inc.; and MVP Health Services Corp., operating subsidiaries of MVP Health Care, Inc. Not all plans available in all states and counties.

*Deductible applies to this benefit

Grandfathered Plan Status Certification

Instructions for Completing this Certification

The Patient Protection and Affordable Care Act (ACA), as amended, allows fully insured and self-fiunded employers to choose not to comply with some ACA requirements if they meet two conditions: (1) the employer health plan had enrollment on March 23, 2010; and (2) the employer does not change the health plan in a material way (e.g., decrease in benefits, increase the employee premium contribution percentage, and other changes that shift costs to employees). These plans are commonly called **grandfathered health plans**.

Complete the checklist below and certify whether your plan, based on the benefit changes from your current plan year to your next plan year, meets the definition of a grandfathered plan for your plan year beginning after September 23, 2010. If the plan meets all the requirements listed below, plans should certify that this option is considered grandfathered under ACA. This step should be completed for each plan option.

If your plan is considered grandfathered, your plan must comply with certain notification and records retention requirements. Specifically, a statement must be included on all plan materials provided to enrollees indicating that the plan is grandfathered, and you must maintain records documenting the terms of the plan that were in effect on March 23, 2010.

This document is not intended as legal or compliance advice. Consult with a qualified professional for specific guidance on how grandfathering might apply to your health plan.

Return this completed Certification to your MVP Account Representative prior to your next renewal.

Section 1: Group Information

(Please print)

Group Name	Plan Option	Effective Date
Town of Rotterdam		1/1/2024

Section 2: Category Certifications

	Does the plan option year beginning after September 23, 2010 comply?
Benefits Plan has not eliminated all, or substantially all, benefits to diagnose or treat a particular condition.	☒ Yes ☐ No
Co-Insurance Plan has not made any increase in member paid co-insurance.	☒ Yes ☐ No
Deductibles or Out-of-Pocket Limits Plan has not increased deductibles or out-of-pocket limits more than medical inflation* plus 15 percentage points.	☒ Yes ☐ No
Co-Payment Plan has not increased co-payments more than the greater of: (1) $5 increased by medical inflation*, i.e., $5 times medical inflation plus $5; or (2) medical inflation plus 12 percentage points, by expressing co-payment as a percentage.	☒ Yes ☐ No
Annual Limits Plan has not imposed any new overall annual limits on the dollar value of all benefits.	☒ Yes ☐ No
Employer Contribution Plan has not decreased the employer contribution rate by more than five percentage points below the contribution rate for the coverage period that includes March 23, 2010.	☒ Yes ☐ No

*Medical Inflation means the increase since March 2010 in the overall medical care component of the Consumer Price Index for All Urban Consumers (CPI-U) (unadjusted). Increase is computed by subtracting 387.142 (CPI-U for March 2010) from the indexed amount for any months before the new change is to take effect (less than 1% for information available to date).

Section 3: Certification

Select one Certification option below.

☒ **I selected *Yes* for all category certifications above.**
I hereby certify that the plan option in Section 1 **does meet the requirements** of the ACA as a Grandfathered plan.

☐ **I selected *No* for at least one category certification above.**
I hereby certify that the plan option in Section 1 **does not meet the requirements** of the ACA as a Grandfathered plan.

Authorized Contracting Official's Signature *Title* *Date*

Large Group HMO Attestation

For New York State Rate Region Reconfiguration

If you have questions about the Rate Region Realignment, call your MVP Sales Representative or **1-800-TALK-MVP** (1-800-825-5687).
Return the completed Attestation to your Broker or MVP Account Representative.

Section 1: Group Information

(Please print)

Company Name	Group No.	Renewal Date
	213635	1/1/2024

Street Address	City	State	Zip Code
1100 Sunrise Boulevard	Rotterdam,	NY	12306

County	Phone No.	Fax No.
Schenectady	(518) 355-7575	

Health Benefits Administrator (HBA) Name	**HBA** Title
Nicole Pavone	Payroll/Benefits Administrator

HBA Email	**HBA** Phone No.	**HBA** Fax No.
npavone@rotterdamny.org	(518) 355-7575	

Additional Office Locations

If there are more than three additional locations, attach a separate page.

Street Address	City	State	Zip Code	County

Contact Email	Phone No.	Fax No.

Street Address	City	State	Zip Code	County

Contact Email	Phone No.	Fax No.

Street Address	City	State	Zip Code	County

Contact Email	Phone No.	Fax No.

Section 2: Broker Information

Broker Name	**Firm** Name
Gina Longo	USI Insurance Services

Broker Street Address	City	State	Zip Code	County
855 Rte 146	Clifton Park	NY	12065	Saratoga

Broker Email	Phone No.	Fax No.
gina.longo@usi.com	(518) 461-6218	

Section 3: Authorization

Is the information provided in this Attestation furnished by a Broker on behalf of the Group? ☐ **Yes** ☐ **No**

By including my signature below, I attest that the information provided in this Attestation is true to the best of my knowledge.

Signature *Name (print)* *Signature Date*

Town of Rotterdam
2024 Final Renewal Placemat

CDPHP HMO HM3Z18 Office Visits: $25/$40 Inpatient $500 Rx: $5/$25/$40					CDPHP HMO HM2Z18 Office Visits: $30/$50 Inpatient $1,000 Rx: $10/$30/$50					Humana Medicare Advantage LPPO Plan Office Visits: $10 Primary/$15 Specialist Rx: $0/$15/$30/$40/$30				
Coverage	2023 Rate	2024 Rate	Enrollment	Monthly Premium	Coverage	2023 Rate	2024 Rate	Enrollment	Monthly Premium	Coverage	2023 Rate	2024 Rate	Enrollment	Monthly Premium
Single	$933.33	$1,046.02	7	$11,554.66	Single	$895.05	$1,021.91	42	$25,467.41	Single	$205.53	$214.52	105	$10,622.69
2 Person	$1,866.66	$2,196.65	11	$5,777.33	2 Person	$1,790.09	$2,117.03	20	$24,524.17	2 Person	$411.06	$429.04	0	$7,354.17
Family	$2,426.67	$2,719.65	29	$52,573.34	Family	$2,327.13	$2,656.97	23	$41,690.77	Family	N/A	N/A	0	$0.00
Annual	$1,169,280		$1,324,262		Annual	$1,523,015		$1,756,454		Annual	$258,968		$270,295	
Total Increase		13.25%	$154,982		Total Increase		15.33%	$233,439		Total Increase		4.37%	$11,327	

MVP HMO COC 25/40L Office Visits: $25/$40 Inpatient $500 Rx: $5/$20/$40					MVP HMO COC 10+L Office Visits: $10/$10 Inpatient $0 Rx: $5/$20/$40					MVP HMO COC 15+L Office Visits: $15/$15 Inpatient $0 Rx: $5/$20/$40				
Coverage	2023 Rate	2024 Rate	Enrollment	Monthly Premium	Coverage	2023 Rate	2024 Rate	Enrollment*	Monthly Premium	Coverage	2023 Rate	2024 Rate	Enrollment*	Monthly Premium
Single	$940.06	$987.77	3	$0.00	Single	$1,008.39	$1,059.56	3	$2,052.46	Single	$988.15	$1,038.29	8	$7,039.32
2 Person	$2,162.14	$2,271.87	1	$2,271.87	2 Person	$2,319.30	$2,436.99	2	$0.00	2 Person	$2,272.74	$2,388.07	3	$2,312.92
Family	$2,303.14	$2,420.04	1	$2,420.04	Family	$2,470.55	$2,595.92	0	$0.00	Family	$2,420.96	$2,543.81	0	$0.00
Annual	$87,426		$91,863		Annual	$91,965		$96,632		Annual	$176,681		$185,646	
Total Increase		5.08%	$4,437		Total Increase		5.07%	$4,667		Total Increase		5.07%	$8,965	

PBA Empire Blue Vision 6-month premium Jan 2023 - June 2023					Delta Dental Preventative 100% Basi100%, Major 50%, Ortho 50% no Max $0 Deductible/No Annual Maximum					Delta Dental Preventative 100% Basi100%, Major 50%, Ortho 50% $3,000 Max $50/$150 Deductible/$3,000 Annual Maximum				
Coverage	2023 Rate	2024 Rate	Enrollment	Monthly Premium	Coverage	2023 Rate	2024 Rate	Enrollment	Monthly Premium	Coverage	2023 Rate	2024 Rate	Enrollment	Monthly Premium
Single	$5.69	$5.69	11	$62.59	Single	$48.44	$48.44	13	$1,852.93	Single	$40.37	$40.37	46	$1,724.42
Emp/Sp	$11.06	$11.06	20	$221.20	2 Person	$96.87	$96.87	6	$4,030.25	2 Person	$80.74	$80.74	42	$1,207.17
Emp/Children	$10.24	$10.24	1	$10.24	Family	$140.46	$140.46	21	$6,975.10	Family	$117.07	$117.07	41	$4,860.19
Family	$17.05	$17.05	16	$272.80	Annual	$49,927		$49,927		Annual	$120,576		$120,576	
Annual	$6,802		$6,802		Total Increase		0.00%	$0		Total Increase		0.00%	$0	
Total Increase		0.00%	$0											

Enrollment based on May 31st Census

Budget for 2024 Pre-Renewal:

2023 Projected Annual Cost (based on May Enrollment):	$3,484,639	
2024 Projected Annual Cost (based on May Enrollment):	$3,902,456	
Total Projected 2024 Annual Increase:	*$417,817*	*11.99%*

Authorized Signature: _____

Print Name: _____

Date Signed: _____

Last updated:9/21/2023

RESOLUTION NO. 356.23

TO ACCEPT REAL ESTATE FROM DANIEL AND LINDA LUCCA AT THE TERMINUS OF RENSSELAER AVENUE FOR TOWN ROADWAY IMPROVEMENTS

WHEREAS, Mr. and Mrs. Daniel and Linda Lucca have over the years expressed interest in transferring a portion of their property to the Town so that roadway improvements can be made on Rensselaer Avenue which includes a proper turn-around area; and

WHEREAS, Ausfeld &Waldruff Land Surveyors LLP performed a planimetric and boundary survey of the property where a map was then prepared along with a description of each parcel; and

WHEREAS, Mr. & Mrs. Lucca have agreed to convey Parcels 1 and 2 as shown on the map to the Town and they will retain ownership of Parcel 3; **NOW**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts real estate parcels One (1), and Two (2), as depicted on a map entitled "Fiero Park SURVEY MAP OF CONVEYANCES BETWEEN THE LANDS OF DANIEL & LINDA LUCCA AND THE TOWN OF ROTTERDAM," dated October 30, 2023 from Mr. and Mrs. Lucca for a purchase and sale of one dollar ($1.00) per parcel to the Town of Rotterdam, for a total cost of two dollars ($2.00), with the deed for each parcel to stipulate that the lands be only used for roadway improvements.

SECTION 2. The Town agrees to handle all conveyance documents and fees at no cost to Mr. and Mrs. Lucca.

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

DATED: December 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: December 5, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to purchase two parcels from Daniel and Linda Lucca located on Rensselaer Avenue at the dead end for future Rensselaer Avenue roadway improvements that would include a turn-around area.

TOWN BOARD MEETING: December 13, 2023

Background Information: Daniel and Linda Lucca have over the years expressed interest in selling a portion of their property to the Town so that roadway improvements can be made on Rensselaer Avenue, which includes a proper turn-around area. The Town hired the services of Ausfeld &Waldruff Land Surveyors, LLP to perform a planimetric and boundary survey of the property. A map was prepared along with a description of each parcel. A meeting was held with Mr. and Mrs. Lucca to go over the proposed conveyance of land and a subsequent email was sent by Linda Lucca where they agreed to convey Parcels 1 and 2 to the Town and they will retain ownership of Parcel 3.

Evaluation/Analysis: Mr. & Mrs. Lucca will sell each parcel to the Town in the amount of $1.00 for a total amount of $2.00. The deed for each parcel shall stipulate that the lands can only be used for roadway improvements. In addition to the above cost, the Town would handle all transactions and fees at no cost to Lucca's.

Recommendation(s): I recommend that the Town Board approve the purchase of the two parcels for the total amount of $2.00.

Attachment/Document(s): Survey map of Conveyances and description of each parcel.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Ausfeld & Waldruff Land Surveyors LLP
514 State Street, Schenectady, New York 12305
Phone: (518) 346-1595 Fax: (518) 770-1655
www.awlsllp.com

LEGAL DESCRIPTION

Lands to be retained by
Daniel & Linda Lucca
2,439 Sq. Ft. Parcel
PARCEL NO. 3

All that piece or parcel of land situate in the Town of Rotterdam, County of Schenectady and the State of New York, bounded and described as follows:

Commencing at a point formed by the intersection of the westerly line of Rensselaer Avenue, being the division line of the lands of Lynnae Howe and Bonnie Collins (Book 2075, Page 893) on the north and the lands now or formerly of Daniel and Linda Lucca (Book 985, Page 116) on the south, thence from said point of commencement, along said westerly line of Rensselaer Avenue, South 13°47'36" East, 18.62 feet to the point of beginning; thence from said point of beginning, through other lands now or formerly of Daniel and Linda Lucca (Book 1774, Page 943), North 76°12'24" East, 80.18 feet to a point; thence along the lands now or formerly of the Town of Rotterdam (Book 813, Page 250), South 47°18'11" East, 3.30 feet to a point; thence along the lands now or formerly of Richard Ellison Trustee (Book 2078, Page 314) and the lands now or formerly of Roseanne Rector (Book 1881, Page 18), South 42°49'44" West, 98.21 feet to a point; thence along the lands now or formerly of Daniel and Linda Lucca (Book 985, Page 116), North 13°47'36" West, 56.78 feet to the point or place of beginning.

Containing in all 2,439 Sq.Ft. of land being more or less.

October 30, 2023

Vincent P. Ausfeld P.L.S.

Z:\PROJECTS\2023\23-3453\DOCS\Parcel 3 2,439 sq ft.doc

Ausfeld & Waldruff Land Surveyors LLP
514 State Street, Schenectady, New York 12305
Phone: (518) 346-1595 Fax: (518) 770-1655
www.awlsllp.com

LEGAL DESCRIPTION

Lands of Daniel & Linda Lucca
to be conveyed to
the Town of Rotterdam
1,531 Sq. Ft. Parcel
PARCEL 1

All that piece or parcel of land situate in the Town of Rotterdam, County of Schenectady and the State of New York, bounded and described as follows:

Beginning at a point formed by the intersection of the easterly line of Rensselaer Avenue, being the division line of the lands of Daniel & Diane Cossey (Book 1080, Page 349) on the north and the lands now or formerly of Daniel and Linda Lucca (Book 1774, Page 943) on the south, thence from said point of beginning and along said division line, North 76°52'20" East, 66.87 feet to a point; thence along the lands now or formerly of the Town of Rotterdam (Book 813, Page 250), South 46°13'49" West, 35.29 feet to a point; thence along other lands now or formerly of Daniel and Linda Lucca (Book 1774, Page 943), South 34°49'27" West, 49.16 feet to a point; thence along the aforesaid easterly line of Rensselaer Avenue, North 13°07'40" West, 50.91 feet
to the point or place of beginning.

Containing in all 1,531 Sq.Ft. of land being more or less.

October 30, 2023 Vincent P. Ausfeld P.L.S.

Z:\PROJECTS\2023\23-3453\DOCS\Parcel 1 1,531 sq ft.doc

Ausfeld & Waldruff Land Surveyors LLP
514 State Street, Schenectady, New York 12305
Phone: (518) 346-1595 Fax: (518) 770-1655
www.awlsllp.com

LEGAL DESCRIPTION

Lands of Daniel & Linda Lucca
to be conveyed to
the Town of Rotterdam
9,678 Sq. Ft. Parcel
PARCEL 2

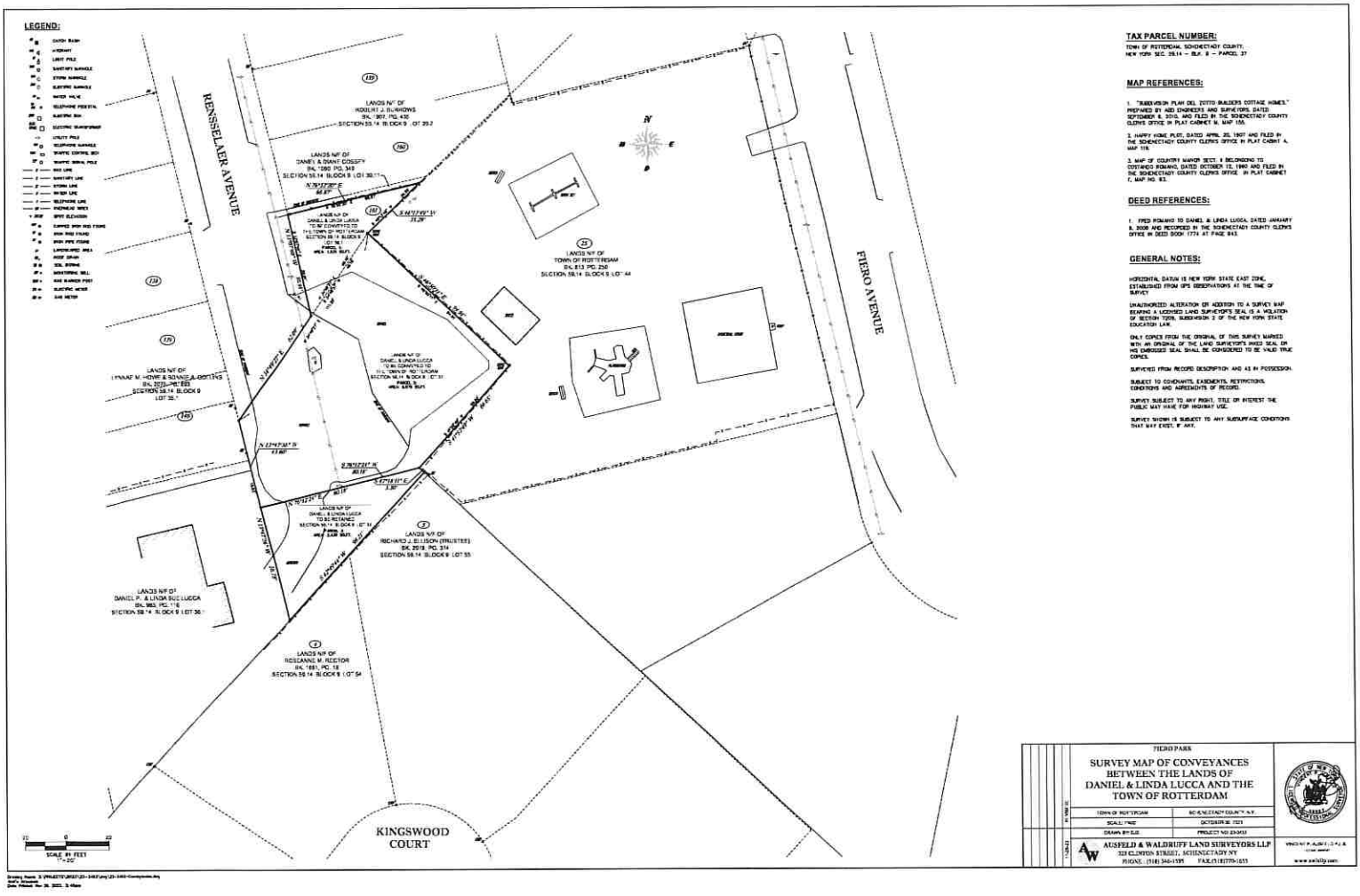
All that piece or parcel of land situate in the Town of Rotterdam, County of Schenectady and the State of New York, bounded and described as follows:

Commencing at a point formed by the intersection of the easterly line of Rensselaer Avenue, being the division line of the lands of Daniel & Diane Cossey (Book 1080, Page 349) on the north and the lands now or formerly of Daniel and Linda Lucca (Book 1774, Page 943) on the south, thence from said point of commencement along said easterly line of Rensselaer Avenue, South 13°07'40" East, 50.91 feet to a point; thence along other lands now or formerly of Daniel and Linda Lucca (Book 1774, Page 943), North 34°49'27" East, 49.16 feet to the point of beginning; thence from said point of beginning along the lands now or formerly of the Town of Rotterdam (Book 813, Page 250), the following two courses: 1) South 46°50'11" East, 94.91 feet to a point and 2) South 41°52'49" West, 66.65 feet to a point; thence through the lands now or formerly of Daniel and Linda Lucca (Book 1774, Page 943), South 76°12'24" West, 80.18 feet to a point; thence along other lands now or formerly of Daniel and Linda Lucca (Book 985, Page 116) and along the lands now or formerly of Lynnae Howe and Bonnie Collins (Book 2075, Page 893), North 13°47'36" West, 43.60 feet; thence along the southerly line of Rensselaer Avenue and along the lands now or formerly of Daniel and Linda Lucca (Book 1774, Page 943), North 34°49'27" East, 111.25 feet to the point or place of beginning.

Containing in all 9,678 Sq. Ft. of land being more or less.

October 30, 2023 Vincent P. Ausfeld P.L.S.

Z:\PROJECTS\2023\23-3453\DOCS\Parcel 2 9,678 Sq FT.doc


LEGEND:
KENSSELAER AVENUE
FIERO AVENUE
KINGSWOOD COURT
LANDS N/F OF HOLLIN J. BLANKOWS
LANDS N/F OF DANIEL & DIANE COSSEY
LANDS N/F OF TOWN OF ROTTERDAM
LANDS N/F OF DANIEL & LINDA LUCCA
LANDS N/F OF RICHARD J. ELLISON (TRUSTEE)
LANDS N/F OF ROSSANNE M. RECTOR
SCALE: 1" = 20'
TAX PARCEL NUMBER:
MAP REFERENCES:
DEED REFERENCES:
GENERAL NOTES:
FIERO PARK
SURVEY MAP OF CONVEYANCES BETWEEN THE LANDS OF DANIEL & LINDA LUCCA AND THE TOWN OF ROTTERDAM
AUSFELD & WALDRUFF LAND SURVEYORS LLP

RESOLUTION NO. 357.23

REQUESTING BIDS FOR POLICE UNIFORMS AND EQUIPMENT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Police Uniforms and Equipment.

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 Thursday, the 28th day of December 2023, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

POLICE UNIFORMS AND EQUIPMENT

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
10:00 A.M., THURSDAY, DECEMBER 28, 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: December 13, 2023
BidNet: Please publish on December 14, 2023
Daily Gazette: Please publish once on December 16, 2023
Town Clerk Post

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

DATED: December 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: November 29, 2023

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Standardized Uniforms and Equipment

TOWN BOARD MEETING: December 13, 2023

Background Information: The Town of Rotterdam Police Department is requesting the issuance of a notice for RFP for standardized police uniforms and equipment for the years 2024 and 2025.

Evaluation/Analysis: The current two (2) year bid award will expire on December 31, 2023 therefore requiring the notice for RFP.

Recommendation(s): Issue the notice for RFP with a bid publication date of December 14, 2023 and a bid opening date of December 28, 2023 at 10:00am.

Attachment/Document(s): Bid form with bidding instructions is attached.

Compliance with Purchasing Policy: The purchasing policy has been reviewed and the bid package is in compliance.

Effect(s) on Existing Law(s): None.

LEGISLATION WILL BE PREPARED BY: Rotterdam Police Department

Town of Rotterdam

Request for Bids

Police Uniforms and Equipment

Bid Opening:

Thursday, December 28, 2023

@ 10:00 AM

TOWN OF ROTTERDAM

BID FORM ACKNOWLEDGMENT

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

Police Uniforms and Equipment

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

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

Town of Rotterdam

Bid Form

Police Uniforms and Equipment

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

WE THE UNDERSIGNED hereby offer to sell to the Town of Rotterdam, standardized uniforms and equipment for Police Department use. Names of brands and model numbers that are presently used by the Rotterdam Police Department are given in the specifications only as a reference and it is not meant to limit the bid to that brand and/or model number. The equipment shall not be limited to these specifications if your standard equipment exceeds such specifications. Further, all standard or necessary equipment not specified or stipulated will be included. All bids must be per item, EACH.
If prices are lower when items are purchased in certain quantities, Bidders should indicate that and show prices for different quantities.

EXAMPLE: Single Price $_____/EACH
2 - 6 items $_____/EACH
6 - 12 items $_____/EACH

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	Cost	QTY.	TOTAL
PANTS	CLASS A	BLACK				
PANTS	BDU	BLACK				
SHIRT– SHORT SLEEVE	CLASS A	BLACK				
SHIRT – LONG SLEEVE	CLASS A	BLACK				
HAT – 8 POINT	PATROL OFFICER	BLACK				
HAT – 8 POINT	SERGEANT	BLACK				
HAT – ROUNDED	LIEUTENANT	BLACK				
HAT – ROUNDED	CHIEF/DEP CHIEF	BLACK				
COAT–DRESS(BLOUSE)	CLASS A	BLACK				
COAT	WINDBREAKER	AS SPECIFIED				
COAT	WINTER	AS SPECIFIED				
COAT	RAIN – FULL	HIVIS/BK				
COAT	RAIN – ¾ LENGTH	HIVIS/BK				
SWEATER	COMMANDO	AS SPECIFIED				
SWEATER	CARDIGAN	AS SPECIFIED				
SOCKS	REGULAR LENGTH	AS SPECIFIED				
SOCKS	EXEC. LENGTH	AS SPECIFIED				
TIES	WOVEN CLIP ON	AS SPECIFIED				
GLOVES	BLACK KNIT					
GLOVES	LEATHER					
GLOVES						
SERVING SINCE		AS SPECIFIED				
NAME PLATE		AS SPECIFIED				

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	COST	QTY.	TOTAL
BADGE	BREAST OR WALLET	PTL, SGT.				
BADGE	BREAST OR WALLET	LIEUTENANT				
BADGE	BREAST OR WALLET	CHIEF/DEPUTY CHIEF				
BADGE	HAT	SILVER OR GOLD				
COLLAR BRASS	RPD/CEO/DISP	SILVER				
COLLAR BRASS	CADUCEUS	SILVER				
COLLAR BRASS	SGT. CHEVRON	SILVER				
COLLAR BRASS	LT. BAR	GOLD – COAT SIZE				
COLLAR BRASS	LT. BAR	GOLD – SHIRT SIZE				
TIE BAR		AS SPECIFIED				
HOLSTER	DUTY					
BELT	SAM BROWNE	BLACK				
BELT	GARRISON	BLACK				
DUTY HOLSTER	GLOCK MOD 17	BLACK TRIPLE RETENTION				
HANDCUFF CASE	CLOSED	BLACK				
HANDCUFF CASE	OPEN	BLACK				
MACE HOLDER		BLACK				
MAG. HOLDER	DOUBLE	BLACK				
BELT KEEPERS		BLACK				
NIGHSTICK RING		BLACK				
GLOVE CARRIER	DISPOSABLE	BLACK				
BATON HOLDER		BLACK				
HANDCUFFS		SILVER				
NIGHTSTICK	20 INCH	PLASTIC				
BATON	COLLAPSIBLE					
BATON GRIP	SUPER					
SHOE	WORK	BLACK				
BOOT	6 INCH	BLACK				
BOOT	8 INCH	BLACK				
SHOE	SNEAKER					
BODY ARMOR	LEVEL IIIA					
BODY ARMOR	INNER SHELL					
BODY ARMOR	QUILTED OUTER SHELL					

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	COST	QTY.	TOTAL
BICYCLE SHIRT	SHORT SLEEVE	BLUE				
BICYCLE SHIRT	LONG SLEEVE	BLUE				
BICYCLE JACKET		BLUE				
BICYCLE SHORTS		DARK BLUE				
BICYCLE PANTS		DARK BLUE				
SNEAKERS		BLACK				
SOCKS	ANKLE SOCKS					
BICYCLE GLOVES						
NYLON DUTY BELT	7200					

Detailed Specifications

The specifications as listed are intended for standardized uniforms and equipment as presently used by the Rotterdam Police Department. We are requesting these bids for standardized uniforms and equipment for the years **2024 and 2025**. **Prices must be for the complete two-year period.** We are requesting each bidder to submit a bid on each item and not a total bid.

1. **PANTS**
   A. SPECIFICATIONS
      - General style will conform to the Class A pants presently in use by the Rotterdam Police Department.
      - Colors – Black (Police Officers) pants

2. **SHIRTS**
   A. SPECIFICATIONS
      - General style will conform to the Class A shirts presently in use by the Rotterdam Police Department.
      - Colors – Black (Police)
      - All shirts must be available in male and female sizes.

3. **UNIFORM HATS**
   A. Black eight point patrol officer hat with removable summer/winter black band.
      - Black plastic strap with silver strap button
      - Black patent leather visor
   B. Black eight point sergeant hat with removable summer/winter black band.
      - Silver metal strap with silver strap buttons
      - Black patent leather visor
   C. Black Air Force Round lieutenant hat.
      - Gold metal strap with gold strap buttons
      - Black patent leather visor
   D. Black Air Force Round Chiefs and Deputy Chiefs hat.
      - Gold metal strap with gold strap buttons
      - Scramble gold leaf visor

4. **COATS**
   A. Three Quarter Length Black Class A Dress Coat (Blouse).
   B. Windbreaker – presently using Blauer 6016
   C. Bomber type Coat – presently using Blauer 6026
   D. Winter Coat – presently using Blauer 901OZ
   E. Rain Coat – Full Length – shall conform to the rain coat presently in use by the Rotterdam Police Department.
   F. Rain Coat – Three quarter length – shall conform to the rain coat presently in use by the Rotterdam Police Department.
      - Rain Coast shall have Rotterdam Police Department stenciled on back of orange side of coat.

5. **SWEATERS**
   A. Commando Style - presently using Blauer #200.
   B. Cardigan Style

6. **SOCKS**
   A. Regular Length - shall conform to the black socks presently in use by the Rotterdam Police Department.
   B. Executive Length - shall conform to the black socks presently in use by the Rotterdam Police Department.

7. **TIES**

A. Woven with square bottom - 100% wool
B. Clip-on style
C. Colors - as specified by purchaser.

8. **GLOVES**

A. Black knit with leather palms and fingers – presently using Finger Fashion
B. Leather – presently using Hatch NS430 and Damascus D302L
C. Thermax Liners – presently using Hatch TK405

9. **BADGES**

A. Breast Badges
- Patrol Officer of Sergeant (gold or silver as specified by purchaser) presently using Nielsen N72
- Investigator (gold) presently using Nielsen N123
- Lieutenant (gold) presently using Blackington B741
- Chief and Deputy Chief 9gold) presently using Blackington B879

B. Hat Badges
- Silver or gold as specified. Presently using Nielsen N68

10. **COLLAR BRASS**

A. R.P.D.
- Silver
- 3/4 inch high and 1 5/8 inches long

B. Sergeant Chevron
- Silver
- 1 inch high and 3/4 inch wide

C. Lieutenant Bar
- Gold
- Shirt and coat size

D. Two Stars
- Gold
- Shirt and coat size

E. Three Stars
- Gold
- Shirt and coat size

11. **OTHER BRASS**

A. Name Plate – presently using R100
- Black, blue, or brown background (as specified) with white lettering
- Metal trim – gold or silver as specified
- 2 inches long and 3/8 inches high

B. Tie Bar
- 2 3/8 inches long and 1/2 inch high
- ROTTERDAM POLICE imprinted on bar
- Black New York State Seal in center

12. **LEATHER**

A. Holster – presently using Uncle Mikes Triple Retention Holster
- to fit Glock 17, 19 and 43

B. Sam Brown Belt – presently using Don Hume B101
C. Garrison Belt – presently using Don Hume B111
D. Handcuff Case – presently using Don Hume C303
E. Handcuff Case (open) – presently using Bianchi 34

F. Mace Holder – presently using Don Hume C311
G. Double Magazine Holder – presently using Don Hume D407
H. Belt Keeper – presently using Don Hume S502-1
I. Nightstick Ring – presently using Don Hume S505
J. Disposable Glove Carrier – presently using Don Hume C321
K. Baton Holder – presently using Monadnock 6214

13. **HARDWARE**

A. Handcuffs – presently using American A105
- nickel plated

B. Nightstick
- 20 inch
- Black plastic

C. Baton – presently using Monadnock 9021
D. Baton Super Crip – presently using Monadnock 9046

14. **SHOES**

A. Work Shoe – presently using Bates Lite SR56
B. Work 6 inch Boot – presently using Bates Lite 78
C. Work 8 inch Boot – presently using Rocky Eliminator 8032 and Rocky Superstalker 8400
D. Sneaker Shoe – presently using Rocky 911-126 and Midnight 1200

15. **BALLISTIC VEST/ BODY ARMOR**

16. **BICYCLE EQUIPMENT**

A. Bicycle Shirt – currently using Blauer 8133/8142
- Long and Short Sleeve
- Blue

B. Bicycle Jacket – currently using Blauer 4660Y
- Two tone blue

C. Bicycle Shorts – currently using Blauer 8842
- Blue

D. Bicycle Pants – currently using Blauer 8822
- Blue

E. Black Sneakers
F. Ankle Socks
- Black

G. Bicycle Gloves

NOTE: Any questions should be submitted in writing to William Male, Deputy Chief of Police, Town of Rotterdam Police Department – wmale@rotterdamny.org

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on December 28, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. on December 28, 2023** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the next day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.

10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

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

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

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

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

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

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

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

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the

status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted

verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

- Bullying, yelling, name-calling.

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

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

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

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

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

Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

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

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

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to

have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 358.23

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

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

WHEREAS, pursuant to the provisions contained in Article XIV entitled "AO Aquifer Area Overlay District" the Town Board of the Town of Rotterdam must conduct a public hearing and make a final decision on all proposals for property located in the Aquifer Area Overlay District; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

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

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

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

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

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

DATED: December 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
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:	November 28, 2023
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Town Planner
TITLE OF REQUEST:	Call for Public Hearing
TOWN BOARD MEETING:	December 13, 2023

Background Information:

Owners: Jeffery Klien
661 River Road
Schenectady, NY 12306

Tax Map Numbers: 28.00-3-4

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

Evaluation/Analysis:	The Town Board shall review actions requiring Building Permits and Planning Commission (PC) approval in the Aquifer Overlay District. PC to review this project on December 5, 2023.
Recommendation(s):	Call for Public Hearing to be held January 10, 2024.
Attachment/Document(s):	Site Plan Application
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Article XIV – AO Aquifer Overlay District
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

Town of Rotterdam
Office of the Planning Commission

SITE PLAN/SPECIAL USE PERMIT APPLICATION AND PROCEDURES

Application Fees

Site Plan:	Application	$350
	Final Site Plan	$350

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

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

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

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

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

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

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

Part II
TOWN OF ROTTERDAM
PLANNING COMMISSION SITE PLAN CHECKLIST

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

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

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

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

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

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

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

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

Jim Gardner
Print Name

11/1/23
Date

Signature

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

PART III

SPECIAL USE PERMIT/SITE PLAN APPLICATION
General Information

Legal Owner's Name: Jeffrey Klein

Mailing Address: 661 River Rd

City: Schenectady State: NY Zip: 12306

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

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

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

Mailing Address: 279 Broadway bldg 2

City: Menands State: NY Zip: 12204

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

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

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

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

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

Existing Zoning Classification: Agricultural

School District: Fire District: 1

Water Supply 3/4

LEGAL INFORMATION

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

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

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

Width of property fronting on public road: 240'

Attach deed or legal description.

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

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

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

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

Permanant.

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

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

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

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

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

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

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

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

No effect on neighboring properties

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

yes as no additional needs required.

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

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

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

PART IV

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

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

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

Name: Jeffrey Klein Date: _____

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

Schenectady NY 12306 Zip: 12306

Jeffrey Klein 10-2-23

*#1Signature of Owner #1 Date

Notary
(For Signature #1 Above)

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

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

NOTARY SEAL

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

Notary Signature

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

Name: Louise Dickinson Date: _____

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

Schenectady NY Zip: 12306

Louise A Dickinson 10/2/23

*#2Signature of Owner #2 Date

Notary
*(For Signature #2 Above)

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

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

NOTARY SEAL

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

Notary Signature

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

TOWN OF ROTTERDAM

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

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

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

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

(PROPERTY OWNER)

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

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

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

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

Signature (Authorized Representative): Jeffrey Klein

Date: 10-2-23

NOTARY

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

NOTARY SEAL

Jeffrey Cusack
Notary Signature

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

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

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

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

(PROPERTY OWNER)

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

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

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

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

Signature (Authorized Representative): Louise A Dickinson

Date: 10/2/23

NOTARY

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

NOTARY SEAL

Notary Signature

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

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

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Name of Action or Project:
Hungry Chicken Country Store Ground Mounted Solar Array

Project Location (describe, and attach a location map):
661 River Rd, Rotterdam , NY 12306

Brief Description of Proposed Action:
The installation of an 18.225 kW ground mounted PV array.

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

Address:
279 Broadway bldg 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Wetland ☐ Urban ☐ Suburban

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

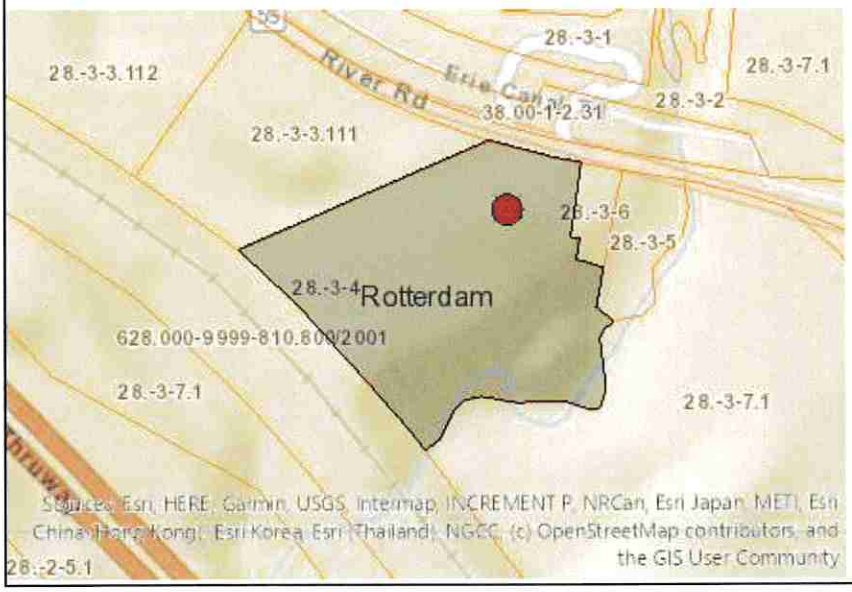
Applicant/sponsor/name: Alex Martin Date: 10/23/2023

Signature: Alex Martin Title: Permit Coordinator

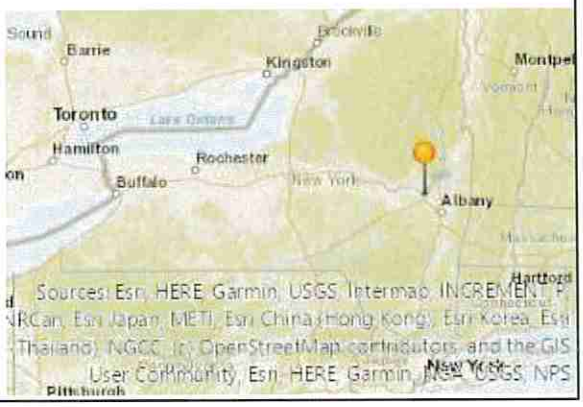
PRINT FORM

EAF Mapper Summary Report

Monday, October 23, 2023 2:35 PM



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



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

kasselmanSOLAR

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

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

Date: October 23, 2023

SITE PLAN

KLEIN GROUND MOUNTED SOLAR INSTALLATION PROJECT

SHEET 1 OF 1

SITE DATA

TOWN OF ROTTERDAM
SCHENECTADY COUNTY

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

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

Project Details:
System Size DC (kW): 16.23

45 Qcells Q.PEAK DUO BLK ML-G10 405
45 Enphase Energy Inc. IQ8+-240-72-2-US

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

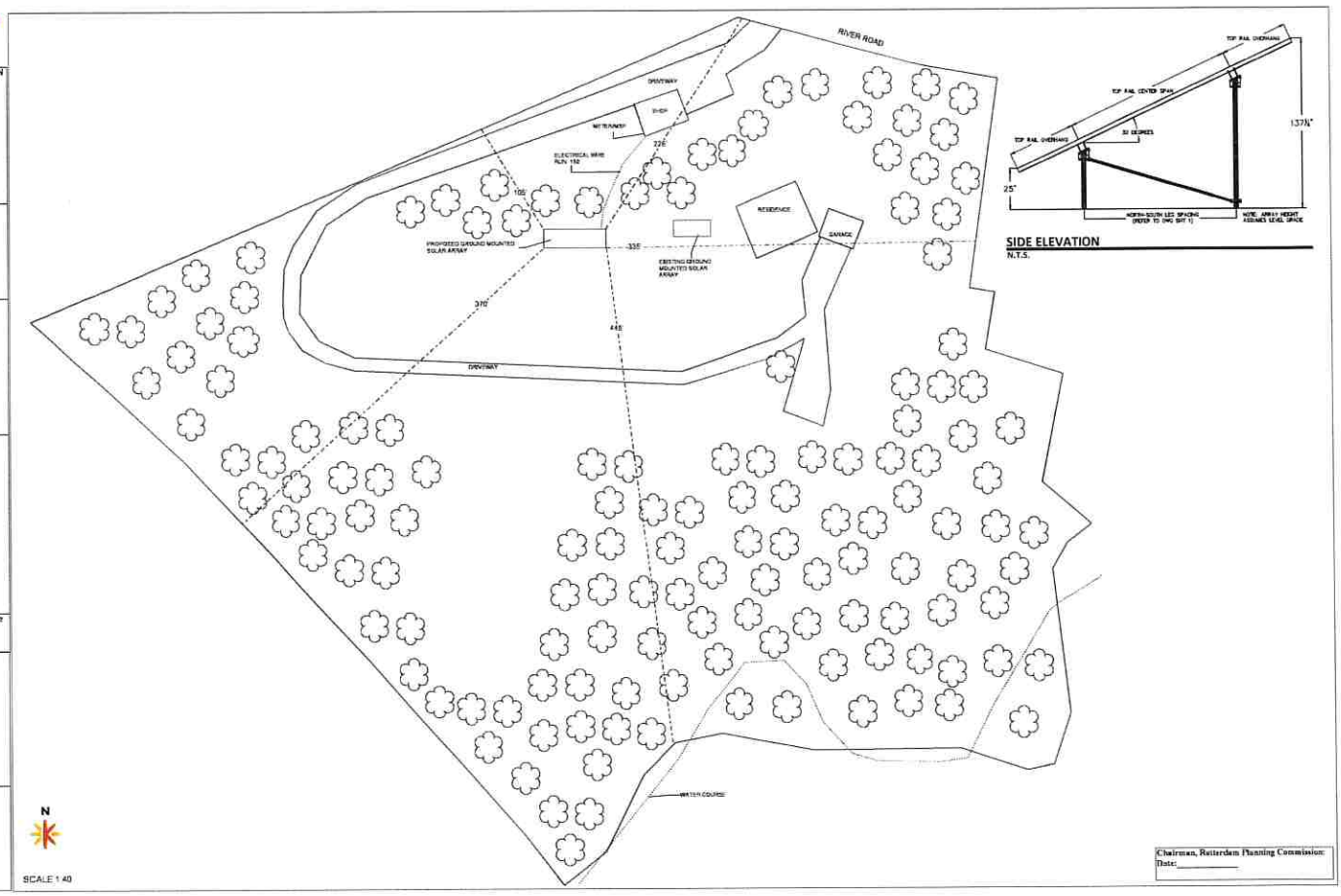
Tilt of Array: 32 - Degrees
AZIMUTH: 180 - DEGREES (S)

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

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

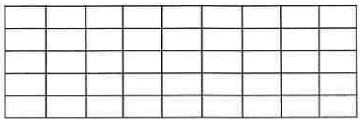
PE STAMP

LEGEND:
Property Lines
Ground Mount Setback Lines
Existing Vegetation
WATER COURSE

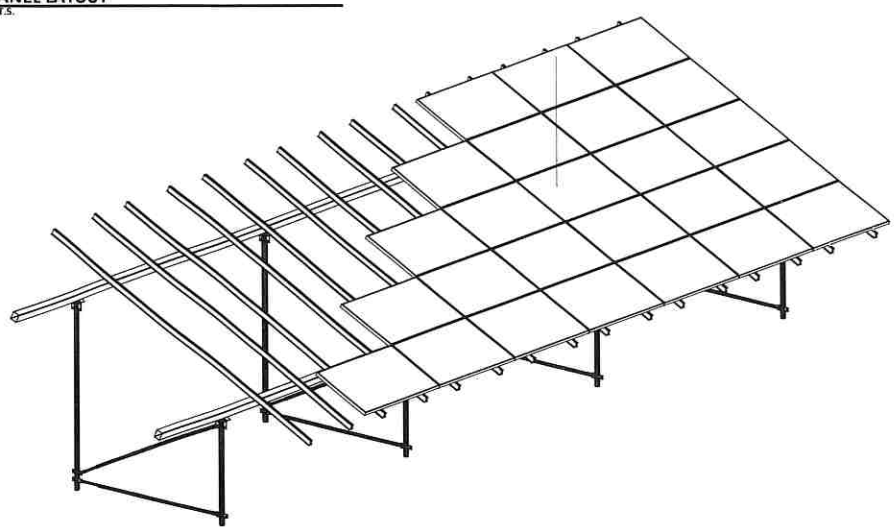


SIDE ELEVATION
N.T.S.

Chairman, Rotterdam Planning Commission:
Date: _____



PANEL LAYOUT
N.T.S.



ISOMETRIC VIEW
N.T.S.

Site Design Conditions

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

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

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

5Lx9C Sub-Array Design Conditions

Front Leg Height:	41"	Array Tilt Angle:	32 Degrees
Rear Leg Height:	100½"	Front Edge Ground Clearance:	25"
North-South Leg Spacing:	95½"	Overall Array East-West Dim:	55'-9"
West Span Leg Spacing:	14'-9"	Number of Modules/Sub-Array:	45
East Span Leg Spacing:	14'-9"	Number of Sub-Arrays:	1
Quantity Center Spans:	1	Module Columns/Sub-Array:	9
Center Span Leg Spacing:	14'-9"	Number of Module Rows:	5
East & West Overhang:	5'-3"	Module Orientation:	Landscape
Overall Beam Length:	54'-9"	Module Column Spacing	⅜"
Horizontal Rail Material:	5"x4"x⅛" HSS	Module Row Spacing	½"
Top Rail Material:	SF Rails	Module Model:	Q.PEAK DUO BLK ML-G10+
Qty Rails per Panel:	2	Module Size:	41.14" x 73.98"
Top Rail Length:	212"	Individual Module Rating:	405 watts
Top Rail Center Span:	112½"	Sub Array Power Rating:	18.225 kw
Top Rail Overhangs:	49½"	Total Power Rating:	18.225 kw

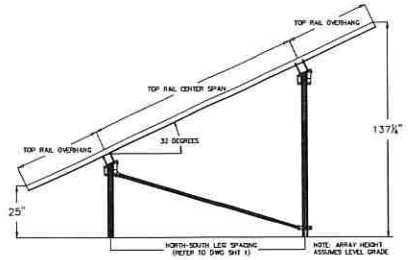
SHEET 1 of 3

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

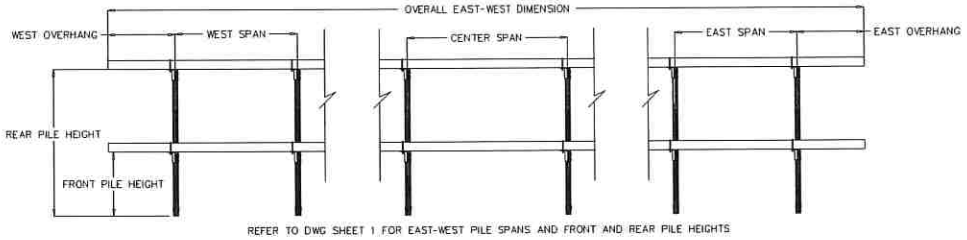
KASSELMAN SOLAR LLC

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

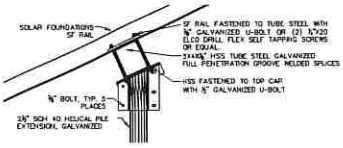
Solar Foundations USA
1142 River Road, New Castle, DE 19720 Ph: (855) 738-7200 Fax: (866) 644-5665



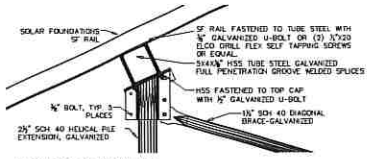
SIDE ELEVATION
N.T.S.



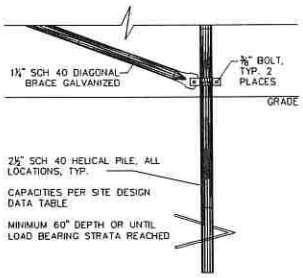
PILE SPACING ELEVATION
N.T.S.



UPPER CAP DETAIL
N.T.S.



LOWER CAP DETAIL
N.T.S.



HELICAL PILE DETAIL
N.T.S.

SHEET 2 OF 3

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

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Solar Foundations USA
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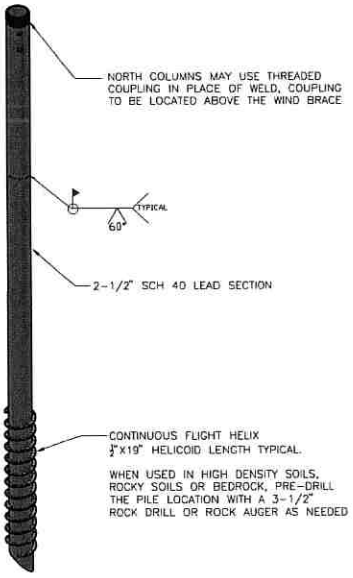

HELICAL PILE DETAIL
N.T.S.

SPECIFICATION REQUIREMENTS:

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

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

INSTALLATION REQUIREMENTS:

1. THE MINIMUM AVERAGE INSTALLATION TORQUE REQUIRED TO OBTAIN THE REQUIRED INDICATED CAPACITIES AND THE MINIMUM INSTALLATION DEPTH SHOWN ON THE PLANS SHALL BE SATISFIED PRIOR TO TERMINATION OF THE INSTALLATION. THE INSTALLATION TORQUE SHALL BE AN AVERAGE OF THE INSTALLATION TORQUES INDICATED DURING THE LAST 1 FOOT OF INSTALLATION.
2. THE TORSIONAL STRENGTH RATING OF THE TORQUE ANCHOR SHALL NOT BE EXCEEDED DURING THE INSTALLATION. IF THE TORSIONAL STRENGTH LIMIT OF THE ANCHOR HAS BEEN REACHED, BUT THE ANCHOR HAS NOT REACHED THE TARGET DEPTH, PERFORM THE FOLLOWING:
   - 2.1. IF THE TORSIONAL STRENGTH LIMIT IS ACHIEVED PRIOR TO REACHING THE TARGET DEPTH, THE INSTALLATION MAY BE ACCEPTABLE IF REVIEWED AND APPROVED BY THE ENGINEER.
   - 2.2. THE INSTALLER MAY REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH SMALLER DIAMETER HELICAL PLATE.
   - 2.3. IF USING A CONTINUOUS FLIGHT PILE, PRE-DRILL THE PILE LOCATION WITH A 3-1/2" ROCK AUGER OR 3-5/8" ROCK DRILL AS NEEDED.
3. IF THE TARGET DEPTH IS ACHIEVED, BUT THE TORSIONAL REQUIREMENT HAS NOT BEEN MET THE INSTALLER MAY DO ONE OF THE FOLLOWING:
   - 3.1. INSTALL THE TORQUE ANCHOR DEEPER TO OBTAIN THE REQUIRED CAPACITY.
   - 3.2. REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH A LARGER DIAMETER HELICAL PLATE OR ONE WITH MULTIPLE HELICAL PLATES.
   - 3.3. REDUCE THE LOAD CAPACITY ON THE INDIVIDUAL TORQUE ANCHOR BY PROVIDING ADDITIONAL TORQUE ANCHORS AT A REDUCED SPACING.

SHEET 3 OF 3

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

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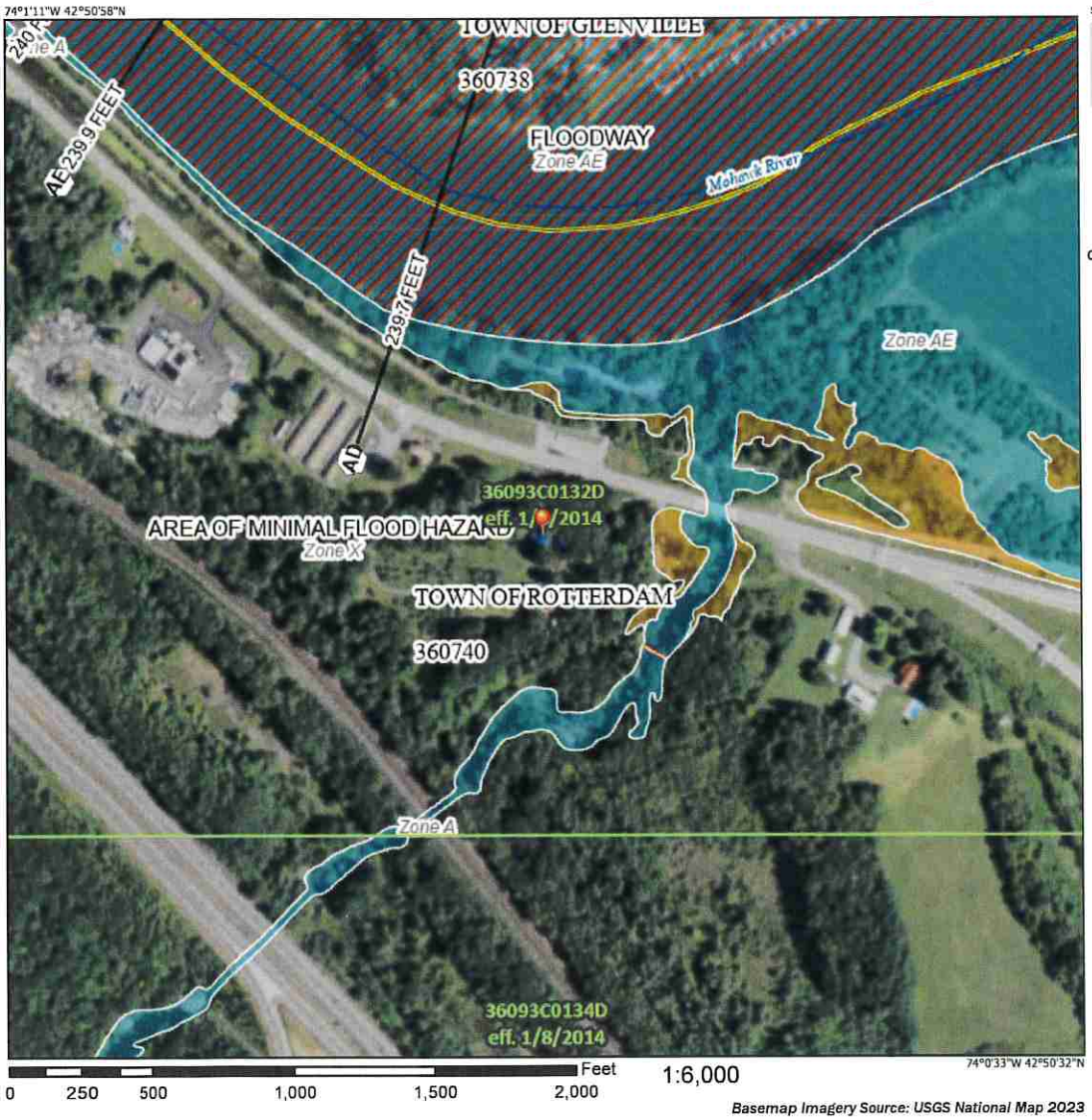
National Flood Hazard Layer FIRMette



Basemap Imagery Source: USGS National Map 2023

Legend

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

- SPECIAL FLOOD HAZARD AREAS
  - Without Base Flood Elevation (BFE) Zone A, V, A99
  - With BFE or Depth Zone AE, AO, AH, VE, AR
  - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD
  - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
  - Future Conditions 1% Annual Chance Flood Hazard Zone X
  - Area with Reduced Flood Risk due to Levee. See Notes. Zone X
  - Area with Flood Risk due to Levee Zone D
- OTHER AREAS
  - NO SCREEN Area of Minimal Flood Hazard Zone X
  - Effective LOMRs
  - Area of Undetermined Flood Hazard Zone D
- GENERAL STRUCTURES
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
- OTHER FEATURES
  - 20.2 / 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
  - Coastal Transect
  - Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
- MAP PANELS
  - Digital Data Available
  - No Digital Data Available
  - Unmapped

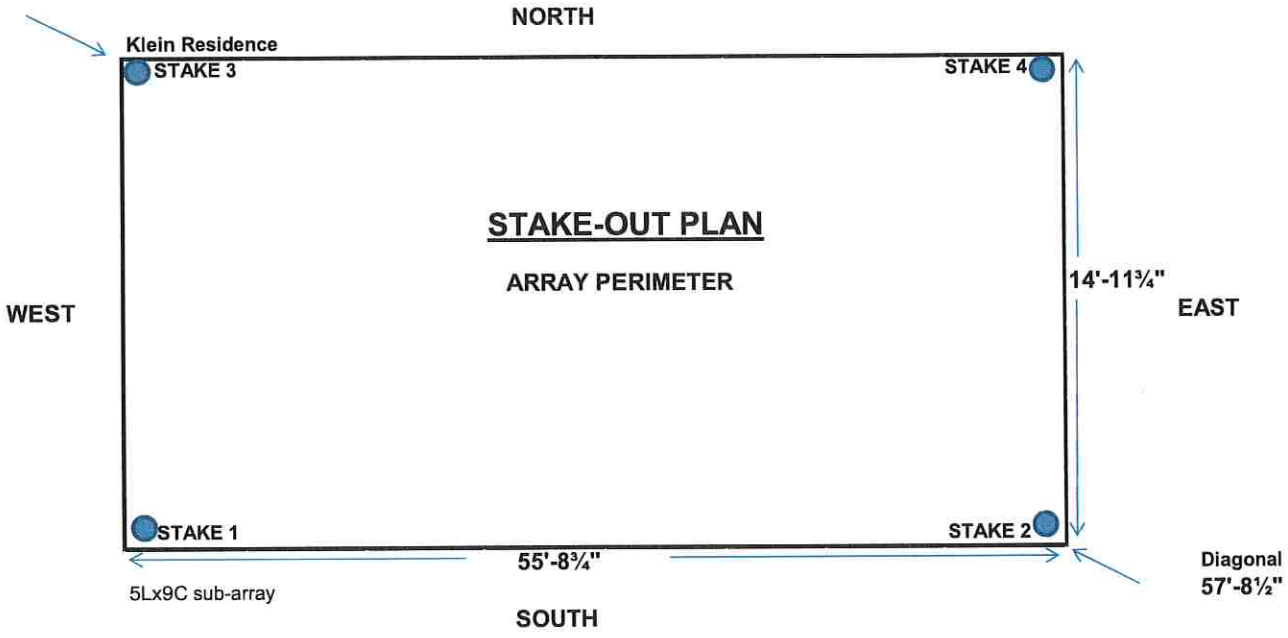
N

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

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

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

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


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

Q.PEAK DUO BLK ML-G10+ SERIES

qcells

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

MODEL Q.PEAK DUO BLK ML-G10+

6 busbar
cell technology

12 busbar
cell technology

Breaking the 20 % efficiency barrier

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

A reliable investment

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

Enduring high performance

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

Extreme weather rating

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

Innovative all-weather technology

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

The most thorough testing programme in the industry

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

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

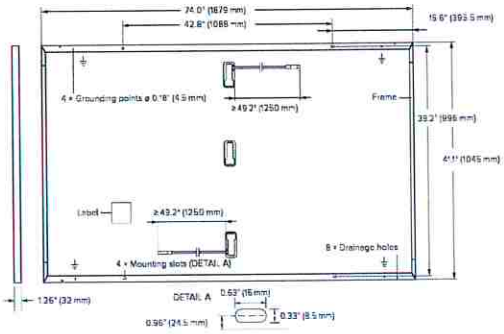
The ideal solution for:

Rooftop arrays on residential buildings

Q.PEAK DUO BLK ML-G10+ SERIES

Mechanical Specification

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

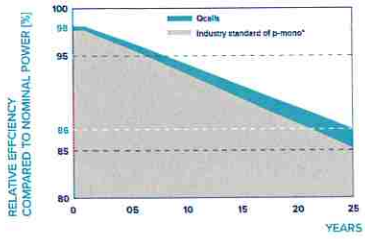


Electrical Characteristics

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

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

Qcells PERFORMANCE WARRANTY

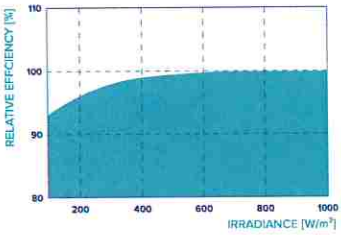


At least 98% of nominal power during first year. Thereafter max. 0.5% degradation per year. At least 93.5% of nominal power up to 10 years. At least 86% of nominal power up to 25 years.

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

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

PERFORMANCE AT LOW IRRADIANCE



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

TEMPERATURE COEFFICIENTS

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

Properties for System Design

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

[3] See Installation Manual

Qualifications and Certificates

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

C SP® US Certified UL 61730 CE TÜVRheinland CERTIFIED www.tuv.com ID 1111320777

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

RESOLUTION NO. 359.23

APPROVING BINGO ON SUNDAYS AT VIA PORT FOR ORGANIZATIONS

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 approves Schenectady Shrine Club, Cyprus Shriners, Notre- Dame Bishop Gibbons High School, Mohonasen Foundation for Excellence, Marival Lake Owners Association, Schenectady Belmont Football, and Buekendaal Temple Association to potentially play Bingo at the Via Port, 93 West Campbell Road, Rotterdam, NY 12306 on Sundays on the condition that they apply for and receive their Bingo Identification numbers from the NYS Gaming Commission.

SECTION 2. The organizations that would like to play Bingo on Sunday will then need to send the letter that was received from the NYS Gaming Commission to the Town Clerks office to apply for a license to be approved.

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

DATED: December 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: December 5, 2023
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To approve Bingo at the Via Port for Organizations listed in the resolution that would potentially like to play Bingo on Sundays.

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

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

Background Information: Attached is the code Section 83.2 Sunday Games for Bingo that the town board needs to approve the organizations so they can apply to the NYS Gaming to receive a bingo identification number.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board meeting of December 13,2023 so the organizations may start in 2024.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

Town of Rotterdam, NY
Tuesday, December 5, 2023

Chapter 83. Bingo

[HISTORY: Adopted by the Town Board of the Town of Rotterdam 6-18-1958; amended 7-10-1963. Amendments noted where applicable.]

GENERAL REFERENCES
Games of chance — See Ch. **142**.

§ 83-1. License required.

No person, firm, association, corporation or organization other than a licensee under the provisions of Article 14-H of the General Municipal Law shall conduct such game or shall lease or otherwise make available for conducting bingo a hall or other premises for any consideration whatsoever, direct or indirect.

§ 83-2. Sunday games.

[Added 1-21-1970 by L.L. No. 1-1970]
Notwithstanding the prohibition of § 485 of the General Municipal Law, and pursuant to the authority therein contained, the Town Board of the Town of Rotterdam may grant permission to the licensee in any license issued pursuant to the provisions of Article 14-H of the General Municipal Law to hold, operate and conduct bingo games on Sundays.

§ 83-3. Lease restrictions.

No bingo games shall be held, operated or conducted on or within any leased premises if rental under such lease is to be paid, wholly or partly, on the basis of a percentage of the receipts or net profits derived from the operation of such game.

§ 83-4. Purchase of equipment.

No authorized organization licensed under the provisions of Article 14-H of the General Municipal Law shall purchase, lease or receive any supplies or equipment specifically designed or adapted for use in the conduct of bingo games from other than a supplier licensed under the Bingo Control Law or from another authorized organization.
[1] *Editor's Note: Amended at time of adoption of Code (see Ch. **1**, General Provisions, Art. **I**).*

§ 83-5. Use of proceeds.

The entire net proceeds of any game of bingo and of any rental shall be exclusively devoted to the lawful purposes of the organizations permitted to conduct the same.

§ 83-6. Amount of single prize.

No prize shall exceed the sum or value of $1,000 in any single game of bingo.
[1] *Editor's Note: Amended at time of adoption of Code (see Ch. **1**, General Provisions, Art. **I**).*

§ 83-7. Amount of series of prizes.

No series of prizes on any one bingo occasion shall aggregate more than $3,000.
[1] *Editor's Note: Amended at time of adoption of Code (see Ch. **1**, General Provisions, Art. **I**).*

§ 83-8. Management and operation personnel.

No person except a bona fide member of any such organization shall participate in the management or operation of such game.

§ 83-9. Remuneration for personnel prohibited.

No person shall receive any remuneration for participating in the management or operation of any game of bingo.

§ 83-10. Penalties for offenses.

The unauthorized conduct of a bingo game and any willful violation of any provision of this chapter shall constitute and be punishable as a misdemeanor.

§ 83-11. Licensed sellers of supplies and equipment.

No person licensed to sell bingo supplies or equipment, or his/her agents, shall conduct, participate in, or assist in the conduct of bingo. Nothing herein shall prohibit a licensed distributor from selling, offering for sale, or explaining a product to an authorized organization, or installing, or servicing bingo equipment, upon the premises of a bingo game licensee.
[1] *Editor's Note: Added at time of adoption of Code (see Ch. **1**, General Provisions, Art. **I**).*

§ 83-12. Limited period bingo.

[Added 3-12-1986 by L.L. No. 4-1986]
Limited period bingo shall be conducted in accordance with Article 14-H of the General Municipal Law and the rules and regulations of the State Bingo Control Commission.

RESOLUTION NO. 360.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH HYDROSOURCE ASSOCIATES, PC FOR HYDROGEOLOGIC SERVICES AND CONSULTING

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 HydroSource Associates, PC, located at 120 Daniel Webster Highway, Meredith, NH 03253, for Hydrogeologic services and Consulting services related to the construction and permitting of a new supply well, Well PW-6, to develop an additional public drinking water source, in the amount not to exceed nine hundred ninety six thousand, three hundred fifty and 00/100 ($996,350.00) dollars.

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

DATED: December 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

HydroSource Associates, PC
120 Daniel Webster Highway, Meredith, NH 03253
Telephone: (603) 279-0301
www.teamhydrosource.com

July 20, 2023

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: Proposed Scope of Hydrogeologic Services and Consulting Agreement with Mandatory State Revolving Fund Terms and Conditions for Non-Construction Contracts

Dear Supervisor Collins:

In response to the Town of Rotterdam's request, enclosed is a Proposed Scope of Hydrogeologic Services and Consulting Agreement for the construction and permitting of a new supply well, Well PW-6, the Town is seeking to develop as an additional public drinking water source. We understand the Town may utilize State Revolving Funds (SRF) to finance part of the project, and as such, the agreement includes the Mandatory SRF Terms and Conditions for Non-Construction Contracts. A waiver request to the M/WBE/SDVOB/DBE requirements and supporting waiver information is also enclosed. This is addressed to the Town's designated Minority Business Officer, Peter Comenzo.

We welcome the opportunity to provide our services to the Town of Rotterdam and look forward to working with you. If you have any questions or need any clarification regarding this proposal, please do not hesitate to call me at 603-279-0301, or email me at ccormier@teamhydrosource.com.

Sincerely,

Claude A. Cormier
President

Attachments

CONSULTING AGREEMENT

The undersigned hereby authorizes HydroSource Associates, P.C. (HSA) to conduct the work described herein, and agrees to compensate HydroSource Associates, PC for such services in accordance with the following terms and conditions.

CLIENT INFORMATION

Name:	Town of Rotterdam, New York	email: mcollins@rotterdamny.org
Address:	1100 Sunrise Boulevard	
	Rotterdam, New York 12306	
Contact:	Mollie Collins, Supervisor	

DESCRIPTION OF WORK TO BE PERFORMED: Hydrogeologic Services and Construction and Permitting of New Supply Well as described in HSA's proposal dated July 20, 2023.

BUDGET AND AGREEMENT TERMS: The total probable cost for this Agreement is $945,350 to $996,350. This budget is a probable cost for all work described above. Invoices will be submitted periodically as work proceeds. If, as work proceeds, it is anticipated that this budget will be exceeded, HSA will notify Client's contact with a revised probable cost for Client's written approval.

HSA's payment terms are net 10 days. An interest charge of 1.5% per month (APR 18 percent) will be charged on all invoices outstanding more than 30 days unless a lower charge is required under applicable law, in which case the lower rate shall apply. HSA may cease its work under this Agreement until invoices outstanding more than 30 days are paid. In the event that HSA is required to make collection efforts or take legal action on seriously overdue payments, Client shall promptly reimburse HSA for administrative costs and collection costs, including reasonable attorneys' fees and expenses. HSA shall have the right to immediately terminate this Agreement without further liability if Client fails to make timely payment or otherwise materially breaches this Agreement.

This Agreement, the attached Standard Terms and Conditions, Appendix A (Proposed Scope, July 20, 2023), HSA's attached Fee Schedule, and the Mandatory State Revolving Fund Terms and Conditions for Non-Construction Contracts constitute the entire agreement between HSA and Client. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of HSA and HSA's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of Agreement or warranty, express or implied, of HSA or HSA's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by HSA under this Agreement. Under no circumstances shall HSA's aggregate liability exceed the amount of HSA's insurance coverage. This limitation of liability applies to all injuries, damages, claims, losses, expenses and defense costs, whether based on contract, negligence, strict liability, statutory, warranty, trespass, indemnity, misrepresentation or any other theory of liability, except intentional misconduct, collectively hereinafter "Claim." HSA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. HSA shall not be liable for any costs, losses, damages, or other liabilities arising from any acts or omissions of the Client, its agents, staff, or other consultants or contractors employed by the Client.

AUTHORIZED CLIENT SIGNATURE

_____
Signature Date

_____
Print Name and Title

HYDROSOURCE ASSOCIATES, P.C.
d/b/a HydroSource Associates Hydrogeologic Consultants, P.C.

_____ 7/20/2023
Claude A. Cormier, President

Please return one signed original to HSA, 120 Daniel Webster Highway, Meredith, NH 03253

STANDARD TERMS AND CONDITIONS

(attached to HydroSource Associates, P.C.'s Agreement dated 7/20/2023 with the Town of Rotterdam, New York [Client])

1. Services. HydroSource Associates, P.C. (HSA) will perform the services set forth in this Agreement, and any amendments or change orders signed by both parties. Any request or direction from the Client that would require extra work or additional time for performance or would result in an increase in HSA's costs, including unanticipated meetings, will be billed to the Client at HSA's standard rates or otherwise proposed rates in effect at the time the additional services are rendered. Client's authorization for HSA to commence work under this Agreement prior to Client's acceptance of these Terms and Conditions shall constitute Client's acceptance hereof, and of the applicability of these Terms and Conditions to all work HSA performs under this Agreement, whether performed prior to, on, or subsequent to the date of any written acceptance hereof.

2. Standard of Care. HSA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. Client will notify HSA with reasonable specificity of any deficiencies in the services within 30 days of discovery but in no event later than 120 days after substantial completion of the services, and Client will give HSA a reasonable opportunity to inspect the property and to determine whether to correct any deficiencies in services or to provide Client with an explanation as to why HSA believes there has been no deficiency in services. Client agrees that HSA's professional duties are limited to the scope of work set forth in HSA's proposal, and that Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the Client is adequate and sufficient for the Client's intended purpose. Unless otherwise indicated in writing, HSA will be entitled to rely on documents and information Client provides and results of testing HSA or others may perform. Client agrees that HSA is allowed to rely on opinions it may form based on available documents, data and information and/or as a result of work that HSA may conduct according to regulatory standards in effect at the time the work is conducted. Client further acknowledges that natural, environmental, physical, geologic and geotechnical conditions can vary, that such conditions are subject to change, that such conditions and changes are often unforeseeable, and that the limitations of testing or available data may result in some level of risk and/or uncertainty with respect to the interpretation of these conditions, despite due professional care. HSA will not be held responsible for any liability, damages, delays, or failures to perform due to weather, labor disputes, natural disasters or other natural causes, politics or acts of God, force majeure, intervention by or inability to get approvals from public authorities, acts or omissions on Client's part, changes in future productive capacity of wells or the quality of water they produce, or any other causes beyond HSA's reasonable control. Except as specifically set forth herein, HSA makes no warranties, either express or implied by HSA's proposals, oral or written communications, including emails and reports.

3. Documents and Work Products. All reports and other documents furnished to the Client pursuant to the Agreement and for which payment has been received shall be the property of the Client. All laboratory test data, field data, and notes, calculations, estimates, and other documents acquired or prepared by HSA during the course of the Work shall be and remain the sole property of HSA. All reports and other documents furnished by HSA as a courtesy to the Client or its agents, which have not been separately paid for (collectively, "Internal Reports"), shall be returned to HSA upon the earlier of completion of the Work or HSA's request. All reports and documents prepared by HSA are for use solely in connection with the Work and the Client hereby agrees that such reports and documents shall not be used by the Client or any contractor or subcontractor for any other purpose whatsoever. Any unauthorized or future use or distribution of HSA's work shall be at Client's and recipient's sole risk and without liability to HSA.

4. Opinions of Cost. If requested, HSA will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs as appropriate based on reasonably available information. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation. Client understands actual costs of such work can depend heavily on regional economics, local construction practices, material availability, geologic and site conditions, weather, contractor skills, and other factors beyond HSA's control.

5. Ownership of Wells. Client at all times owns and assumes all responsibility, including proper use, management and abandonment, of any and all test, monitoring, production or other types of wells and/or piezometers. Client agrees to indemnify HSA, its successors and assignees, and hold each of them harmless from and against any and all claims, demands, losses, damages, liabilities, costs and expenses, including reasonable legal fees, arising out of or by reason of any contamination and/or degradation of the water quality of said test/monitoring/ production wells that may result from Client's failure or negligence in adequately protecting same.

6. Well Redevelopment/Rehabilitation. Client assumes all risk and HSA will not be held liable for consequential damages or assume responsibility for any kind of damages to any well or appurtenances resulting from any redevelopment or rehabilitation process. HSA also does not guarantee any specific results, water quality, or production rate improvements from any well rehabilitation or redevelopment work.

7. Right of Entry. Client is responsible for securing any and all property rights and access to properties as may be needed for HSA to complete its work, and Client grants HSA and its subcontractors permission to enter said properties at all reasonable times and without unnecessary restriction to perform the services. If Client does not own said properties, Client represents and warrants that it has the legal right to allow HSA entry. Client further acknowledges that Client assumes full responsibility for ensuring there are no encumbrances on said properties that would prevent development of the properties for the intended use.

8. Location Information. HSA's services do not include costs associated with professional land surveying or accurate horizontal and vertical locations of features, surveys, tests, drilling or sampling locations. Client acknowledges that HSA's responsibilities do not include any work associated with wetlands, wetland delineation or wetland boundary identification relative to any well sites, or any activities related to wetlands permitting that may be required in relation to any groundwater source location and development efforts HSA may perform. Field test sites, survey, test boring and well locations, boundaries, cultural features and other features described in HSA documents, reports or shown on maps or sketches are based on information furnished by others or estimates made in the field by HSA personnel. Such dimensions, locations, depths, or elevations should be considered as approximations. Unless specifically stated otherwise, the services and unit fees included in this proposal do not include professional land surveying of the site or accurate horizontal and vertical locations of features, tests, or sampling locations.

9. Termination and Work Stoppage. This Agreement may be terminated by either party for any reason upon 10 days written notice. If Client requests, orders, or otherwise causes HSA to suspend, delay, or terminate its services, in whole or in part, Client agrees that HSA shall be paid for work performed on the Agreement up to the date of termination or suspension.

10. Site Restoration. HSA will use due care so as not to unreasonably cause impact to the site during its work. Although HSA will act to limit impacts to landscaping, paving, systems and structures at the site, Client acknowledges that due to the nature of the work, some impacts may occur even with the exercise of due care. Client understands that it shall be responsibile for any and all site restoration efforts that may become necessary and the costs thereof.

11. Underground Facilities. Client is responsible for contacting local governmental authorities and private firms who coordinate underground utility information (e.g. DigSafe, DigSafely, PUPS, etc.). HSA may review plans and information they or Client provides. Client agrees that HSA is allowed to rely on such information and Client will not hold HSA liable for any damage to underground services or structures not accurately identified in such plans or information provided to HSA by such sources. Client agrees to indemnify and hold HSA, its directors, officers, employees, agents and subcontractors harmless from any claims, suits or losses, including related reasonable attorney's fees, arising out of such damage and its repair.

12. Lab Tests and Samples. HSA is entitled to rely on the results of laboratory tests using generally accepted methodologies, and will not be held responsible for any costs or liability associated with or resulting from independent laboratory errors. HSA, at its sole discretion, may retain or dispose of soil, water or other samples after submitting samples for independent testing and/or completing its own analyses. Other than samples collected during the course of HSA's work for analytical purposes, Client maintains ownership and responsibility for any water, soil or other materials generated during the completion of HSA's services including that which may be discharged during the drilling, installation, development, or pumping of wells.

13. Potential Source of Contaminants. Client acknowledges that any efforts HSA may propose or provide to identify potential sources of contamination may not be comprehensive, and do not represent any type of warranty or guarantee that a particular well site or water source will not be subject to potential future contamination.

14. Unknown, Undisclosed and Changed Conditions. The parties acknowledge that HSA's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, radioactive materials, or any type of hazardous substances or waste). If HSA or any other party encounters a Hazardous Environmental Condition, HSA may, at its option and without liability for consequential or any other damages, suspend performance of services affected thereby until Client: (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 work site in question is in full compliance with applicable Laws and Regulations.

Client agrees to promptly advise HSA of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents a potential danger to human health, the environment, or HSA's or its subcontractors' equipment. By virtue of entering into this Agreement or providing services hereunder, HSA does not assume control of or responsibility as an operator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees under advice of its counsel to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment. In addition, Client waives any claims against HSA arising from HSA's discovery of unanticipated hazardous conditions or suspected hazardous materials.

In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, client agrees to defend, hold harmless and indemnify HSA from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by HSA's willful misconduct, resulting from:

(a) Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
(b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;
(c) Any third party suit or claim for damages against HSA alleging strict liability, personal injury (including death), or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during, or after completion of HSA's services under this Agreement.

The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions, artesian pressure, conditions or utilities on or in the job site(s) which were not brought to the attention of HSA prior to the date of the services performed will constitute a materially different site condition entitling HSA, at its option, to alter or terminate this Agreement (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the Agreement price and time for performance. HSA, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires HSA to perform work outside the original scope or beyond its capabilities. In any event, HSA may terminate operations on a site which it believes presents an unreasonable health, environmental or safety risk.

In the event that undisclosed contaminants are encountered, HSA and/or its subcontractors will make a reasonable effort to clean its laboratory and field equipment which may become contaminated in the conduct of services. In the event such equipment cannot be completely decontaminated because of the type of hazards encountered, it may be necessary to properly dispose of the equipment in a manner that conforms to State and/or federal laws. Client agrees to pay the fair market value of any such equipment and reasonable disposal costs.

If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, HSA will promptly notify Client and, if mutually agreeable, the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach

agreement, HSA will be entitled to immediately terminate its services and to be equitably compensated for services already performed. In the event of emergency, HSA may take immediate steps to protect public health, safety and the environment, and will be equitably compensated by Client therefor.

15. Limits on HSA's Responsibility. HSA shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of HSA. HSA will not be responsible for the acts or omissions of Client or any other contractors, agents, employees or others at the site, except for its own employees. HSA will not supervise, direct or have control over or the authority to stop any contractor's work, nor shall HSA's activities nor the presence of HSA or its employees be construed to imply that HSA has authority over or responsibility for any activities or failure of Client or any other contractor to comply with contracts, plans, specifications or laws. HSA neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work nor the quality thereof.

16. Subpoenas and Testimony. Should HSA be compelled by law to provide testimony or other evidence by any party, whether via subpoena, deposition, hearing, trial, governmental inquiry or audit, in relation to services provided under this Agreement, then Client agrees to compensate HSA for the associated reasonable expenses and labor for HSA's associated efforts, preparations, and testimony at appropriate unit rates.

17. New York State Environmental Facilities Corporation (NYS EFC), State Revolving Fund (SRF), Minority and Women-Owned Business Enterpises (MWBE), Disadvantaged Business Enterprises (DBE), and/or Service Disabled Veteran Owned Business (SDVOB) requirements. Client acknowledges that it may choose at its sole discretion to utilize NYS EFC and/or SRF financing for the project, and that these organizations have specific requirements that Client must meet in order to access funding. Client understands that HSA is not an MWBE, DBE or SDVOB, and that due to the specialized nature of the work involved, HSA may not be able to comply with all NYSEFC- and/or SRF-associated contracting requirements mainly because of the highly limited amount and nature of subcontracting opportunities available within HSA's proposed scope of work. Nonetheless, if Client notifies HSA that the work proposed under this Agreement will be funded through New York State EFC or the SRF program, HSA warrants that it will make good faith efforts to identify and subcontract MWBE, DBE and SDVOB firms where possible, assuming such firms are properly certified, appropriately qualified, and their costs to perform requested services are competitive in comparison to other companies considered qualified to complete similar work. Any efforts to comply with and/or administer applicable contracting requirements are not included in HSA's proposed costs, and would be charged at additional time and expense. Client agrees to reimburse HSA for any and all time and expenses HSA may incur in relation to NYSEFC and/or SRF contracting activities, including waiver application efforts, regardless of whether a waiver is obtained or not, and/or efforts related to any audit required by any agent of the State of New York or NYSEFC, and that such charges are due and payable irrespective of whether they are reimbursable through NYSEFC and/or SRF financing. Client further agrees to pay HSA for any and all charges for work Client authorizes HSA to perform regardless of whether a waiver is granted.

18. Insurance. HSA currently maintains workers compensation, commercial general liability, automobile liability, and professional liability, insurance in the following minimum amounts:

(a) Workers Compensation – each accident: $100,000; disease, ea. employee: $100,000; disease, policy limit: $500,000
(b) General Liability – $1,000,000 per occurrence and $2,000,000 aggregate
(c) Automobile Liability – $1,000,000 Bodily Injury & Property Damage; $5,000 Medical Payments
(d) Professional Liability – $1,000,000 per occurrence and aggregate

HSA will furnish Client with certificates of such insurance on request. To the extent damages are covered by insurance, Client waives all rights of subrogation against HSA and its subcontractors, consultants, agents and employees for damages, except such rights as Client may have to the proceeds of such insurance. At the Client's request, HSA will purchase specific additional insurance provided it is commercially available and the Client pays the premium.

19. Limitation of Liability. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of HSA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "HSA") for all claims arising out of this

Agreement or the services HSA provides is limited to the compensation received by HSA under this Agreement. Under no circumstances shall HSA's aggregate liability exceed the amount of HSA's insurance coverage. This limitation of liability applies to all injuries, damages, claims, losses, expenses, attorney's fees, mediation, arbitration and court costs, whether based on contract, negligence, strict liability, statutory, warranty, trespass, indemnity, misrepresentation or any other theory of liability, except intentional misconduct. Client hereby acknowledges its acceptance of all past work HSA may have performed on Client's behalf and waives its rights to any and all claims that are in any way associated with services HSA has performed under any prior agreement. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by HSA within one (1) year after HSA's substantial completion of work hereunder. HSA will not be liable for lost revenue or profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. HSA shall not be liable for any costs, losses, damages, or other liabilities arising from any acts or omissions of the Client, its agents, staff, or other consultants or contractors employed by the Client. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Agreement, that (a) there shall be absolutely no personal liability on the part of any director, officer, manager, member, employee, trustee, beneficiary or agent of HSA with respect to any of the terms, covenants and conditions of this Agreement, (b) Client waives all claims, demands and causes of action against HSA's directors, officers, managers, members, employees and agents in the event of any breach of any of the terms, covenants and conditions of this Agreement, and (c) Client shall look solely to the assets of HSA for the satisfaction of each and every remedy in the event of any breach of any of the terms, covenants and conditions of this Agreement, such exculpation of liability to be absolute and without any exception whatsoever.

20. Indemnification. Client agrees to hold harmless, indemnify, and defend HSA and its affiliates and subcontractors and their employees, and officers against all claims, suits, and fines, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which arise out of or are related to this Agreement or the services, except to the extent such claims, suits, or fines are a result of HSA's negligence or willful misconduct.

21. Statute of Limitations. All causes of action against HSA, including but not limited to actions for indemnification, arising out of services performed under this Agreement shall be deemed to have accrued and the applicable statutes of limitation shall commence to run no later than the date of substantial completion of HSA's work or the date of HSA's final invoice for work undertaken specifically under this Agreement.

22. Special, Incidental, Indirect, Consequential or Liquidated Damages. To the fullest extent permitted by law, Client, on behalf of itself and its agents, employees, officers, and citizens, waives 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 work performed by HSA under this Agreement it or they may have against HSA and HSA's employees, officers, directors, agents, insurers, partners, and consultants. Client waives any right to any liquidated damages and no deduction shall be made from any invoice on account of liquidated damages.

23. Miscellaneous. The terms and conditions of this Agreement shall survive the completion of the services under this Agreement and the termination of the Agreement for any cause. Any amendment to this Agreement must be in writing signed by both parties. This Agreement and its Terms and Conditions supersede any other terms or conditions from any other document. Headings in these Terms and Conditions are for convenience only and do not form a part of the Agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties, and in no event shall HSA, its individual professionals, employees, agents, and subcontractors have any duty or obligation to any third party. The invalidity or unenforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. If any part or whole of any provision of this Agreement is found by an arbitrator or Court or such other competent authority to be void or unenforceable, that part or whole of the provision shall be deemed as deleted from this Agreement. Notwithstanding, the competent remainder thereof (if any) plus the remaining provisions of this Agreement shall continue to be in full force and effect.

APPENDIX A

PROPOSAL
HYDROGEOLOGIC SERVICES
AND
CONSTRUCTION AND PERMITTING OF NEW SUPPLY WELL
TOWN OF ROTTERDAM, NY

July 20, 2023

1.0 INTRODUCTION

The Town of Rotterdam, New York, obtains water from five supply wells at its Rice Road wellfield on the south side of the Mohawk River adjacent to the Isle of the Oneidas. The Town plans to add a sixth well, to be named Well PW-6, at a location the Town has identified in the same wellfield. HydroSource Associates, P.C. (HSA), proposes to provide the following services to the Town of Rotterdam to construct, develop, and provide supporting hydrogeologic information necessary to permit the new well with the New York State Department of Health (NYSDOH) and New York State Department of Environmental Conservation (NYSDEC).

The new well is one component of a larger water system improvement project for which Barton & Loguidice consulting engineers (B&L) will be responsible for the engineering and construction elements. HSA will work in cooperation with B&L on the portion of the project focused on developing and permitting the new supply well, and will provide the relevant well performance and hydraulic information B&L will need to outfit Well PW-6 with appropriate pumping equipment and integrate it into the Town's water system.

We also understand that the Town may utilize State Revolving Fund (SRF) resources to finance part or all of the efforts proposed herein, and that SRF and New York State Environmental Facilities Corporation (NYSEFC) terms and conditions for Non-Construction Contracts may apply, depending on how the Town decides to finance HSA's services on the project.

2.0 BACKGROUND

The first three wells in the Rotterdam Wellfield (PW-1 through PW-3) were developed in 1952. Well PW-4 was added some years later, and Well PW-5 was completed in late 2016. The wells tap the Great Flats Aquifer, a highly productive aquifer in glacial sand and gravel deposits. The productive sediments represent outwash deposits left behind by a glacial meltwater river that followed the course of the present-day Mohawk River near the end of the last glaciation, and emptied into Glacial Lake Albany to the east. The aquifer follows the Mohawk valley downstream from Pattersonville for about 12 miles, to a point near the Rexford bridge.

The existing Rotterdam wells range in depth from 80 feet to 92 feet. Four of them have 20 feet of screen, and Well PW-5 has 24 feet. All of the wells are 24 inches in diameter. Well PW-5, the town's newest production well, was tested and exhibited a sustainable production capacity of at least 3,120 gallons per minute. The Town is seeking to develop a new well with a sustainable production capacity of 3,500 gallons per minute (gpm) or more.

3.0 PROPOSED SCOPE OF WORK

HSA proposes carrying out the following tasks.

3.1 Review and Digitization of Applicable Hydrogeologic Information and Existing Well Records; Site Visit

HSA will begin by compiling, reviewing, and digitizing available hydrogeologic information relevant to the installation, testing, evaluation and regulatory approval of the proposed new well. The purpose of this effort is to form a reasonably thorough understanding of the aquifer, its general geometry and lateral extent, how it functions, the location and amount of current withdrawals, the aquifer's recharge mechanisms, etc.; knowledge and information that will be required to properly assess the performance of Well PW-6, and in producing the various components to be included in regulatory reports. This task also includes a field trip to the Rice Road wellfield site to assess site conditions first-hand, and to review the new well installation location and drilling equipment accessway preparation requirements with the drilling contractor and Town officials.

3.2 Well Drilling and Construction Services Contracting

Layne Christensen Company (Layne) of Schoharie constructed some of the Town's existing wells at the wellfield, some as far back as 1952 (Wells 1 and 2). We understand that they have performed routine maintenance on the Town's wells for many years since. As a subcontractor on the most recent well project for the Town of Rotterdam, Layne was the company that completed the installation of a six-inch diameter test well, followed by construction and testing of the Town's newest large-diameter well, PW-5.

It is expected that the design and approach to constructing Well PW-6 will be largely comparable to Well PW-55, with some possible variations, as explained below. Notwithstanding, Layne's overall capabilities, familiarity and experience with the Town's wells and wellfield, and its experience in constructing and developing Well PW-5, represent clear and substantial value to the Town. We understand the Town therefore wishes to utilize Layne for the Well PW-6 project, and that the Town intends to pass a resolution that will allow HSA to contract for Layne's services without having to solicit competitive bids; and that Layne's services will not be subject to SRF and/or NYSEFC terms and conditions.

HSA will prepare a well drilling, construction, and testing scope of work, and will solicit pricing for these services from Layne. The scope of work will include the drill contractor tasks associated with the installation and preliminary testing of an initial test/observation well, followed by construction, development and comprehensive testing of the large-diameter supply well, Well PW-6. HSA will negotiate with Layne to obtain a satisfactory agreement, and after consultation with the Town and B&L, will work to execute a contract with the company.

3.3 Test/Observation Well Installation and Preliminary Yield and Water Quality Analysis

A six-inch-diameter test well will be constructed beside the planned site of Well PW-6.

The objective of test/observation well drilling and installation will be to sample, assess and confirm the suitability of the overburden deposits for development of a large-diameter, potable water supply production well, Well PW-6, at the chosen site. Another purpose of the test/observation well is to establish an aquifer water level observation location that will be needed during the regulatory testing of Well PW-6. The observation well will also be valuable as an aquifer water level monitoring location during future operation of Well PW-6, to assess its performance and efficiency going forward.

HSA personnel will be present during drilling to log the test/observation well and confer with the driller as may be necessary. HSA will collect overburden samples and other information to evaluate the aquifer conditions as the well is drilled, and to record information required by the New York State regulatory agencies for future approvals. We record the variation of geology with depth, noting the depth and nature of water-bearing zones, and making measurements of water flow/yield rates.

Assuming promising overburden sediments are encountered, then a section of telescoping well screen will be installed in the well to an appropriate depth, and the casing withdrawn to expose the screen to the aquifer. This would be followed by well development, a brief pumping test, and collection of water samples for preliminary analysis of potability.

For the preliminary pumping test, a temporary submersible pump will be installed in the test/observation well. The purpose of the test will be to gather the information needed to estimate the potential yield of a larger-diameter well (Well PW-6) constructed at that location.

Preliminary water quality samples will be collected. These will be analyzed for key parameters including various metals such as iron and manganese, physical parameters (i.e., hardness, turbidity, pH, total dissolved solids, etc.), inorganics (nitrate, sulphate, etc.), volatile organic compounds (VOC's), and radionuclides (gross alpha and uranium). These results will serve as a preliminary screen to confirm that the water produced at the new site meets basic standards for potability. We would also collect samples for preliminary testing of 1,4-Dioxane and Per- and Polyfluoroalkyl Substances (PFAS) at this time to confirm that contaminants in this group are not likely to have impacted the aquifer.

The test/observation well will be named Well TW-2 (since the name TW-1 was already used for the test well drilled adjacent to Well PW-5). TW-2 will be constructed using a dual-rotary drill rig. Six-inch casing will be advanced to the base of the aquifer. During advancement through the portion of the aquifer considered eligible for screening, sediment samples will be collected at depth intervals that may be as small as two feet. Observations will be made of the variation of airlift flow rates with depth.

The test well will be completed with six-inch telescoping screen. This will be a natural-pack well. Before drilling of the test well begins, HSA will review the sieve data included in the

Hanson Van Vleet report on Well PW-5. The sieve data will be used to guide selection of a collection of off-the-shelf well screen segments that the driller will have available for installation in the test well. Layne will have an on-site inventory of six-inch telescoping screen segments representing slot sizes bracketing the size that was appropriate for the aquifer at the PW-5 site.

Layne will assemble a six-inch telescoping screen assembly, consisting of a K-packer, stainless steel wire-wrap slotted screen, and an endcap. The final choice of the screen's slot size will be based on a subjective assessment of the sediment samples collected during drilling. The screen assembly will be telescoped into position at the desired depth in the wellbore, and the casing will be retracted far enough to expose the screen to the aquifer.

The well will be developed by airlifting. The duration of airlift development will be determined based on observations of the sediment load carried in the discharged water, but it is expected that airlifting will be conducted for at least four hours, and up to 12 hours.

Following completion of development, the test well will be subjected to a step test. The well will be pumped in a series of hour-long rate steps, at successively higher evenly spaced flow rates. The total test duration could be as long as eight hours. The range of rate steps to be adopted for the test will be determined based on observations made during development of the well, as will the total duration of the test.

A water sample will be collected at the end of the test, and subjected to lab analysis for the aforementioned subset of key water quality parameters. The wellfield's long history demonstrates that acceptable water quality can be expected. However, the sampling should provide reassurance that no strictly local-scale water quality deficiencies exist at the chosen site.

HSA will submit a progress report to the Town of Rotterdam and B&L on drilling and testing of Well TW-2. The report will include a well log, a description of the drilling and development of the test/observation well, and documentation of the step test. It will include the results of the water quality testing. It will also include a discussion of the next steps forward.

3.4 Preliminary Report to NYSDOH and NYSDEC

HSA will prepare a Preliminary Hydrogeologic Report to the New York State Department of Health (NYSDOH) and the New York State Department of Environmental Conservation (NYSDEC). The report will lay out the Town's plans for Well PW-6, and will be designed to give the agencies the information they need to make a determination on their likely ability to approve a well at the proposed site as a public water supply. The report will cover the following topics:

- relevant history and explanation of the need for the new well;
- details of the well site and wellfield property;
- review of hydrogeology;
- summary of construction and testing of Test Well TW-2;
- proposed construction specifications for Well PW-6;
- proposed development approach for Well PW-6;

- proposed specifications for a 72-hour pumping test of Well PW-6;
- proposed water quality analysis of water samples from PW-6;
- yield sustainability assessment.

The review of hydrogeology will be a summary based on published geologic maps and reports. Some of these are likely to be foundational studies, conducted by the U. S. Geological Survey and other workers many years ago. Other source documents are expected to be more narrowly focused, dealing with particular issues that have been recognized in recent years. Overall, the review's intent will be to provide both the agencies and Town with a condensed but wide-ranging understanding of the site setting regarding relevant hydrogeological conditions and mechanisms.

The review of construction and testing of Well TW-2 will largely be repeated from the update report submitted to the Town.

HSA will prepare detailed construction specifications for Well PW-6 after consultation with Layne. To the extent that major decisions must be made on the construction approach or well design, HSA will also consult with B&L and the Town.

HSA will prepare a pumping test plan that accounts for agency requirements for the testing of new public water supply wells. The test plan will include a schedule that allows for at least seven days of ambient-conditions monitoring before the beginning of the 72-hour period of constant-rate pumping, the 72-hour test itself, and a recovery period that can be expected to last for up to several days after the pumping test ends. The plan will contain a list of points to be monitored, including wells, shallow piezometers (if feasible and appropriate), and the Mohawk River (presumably using data from a USGS gaging station). The plan will explain how data will be collected at each monitoring point (hand water level probe, programmable pressure transducer, programmable sonic sounder). It will explain where water pumped from PW-6 will be discharged. It will explain how the Town's existing wells will be operated over the course of the monitoring period.

The pumping test plan will also include specifications for a step test to be conducted before the start of the 72-hour test. The purpose of the step test will be to generate the data needed to choose an optimum rate for the constant-rate test, and also to shake down the components of the wellhead setup ahead of that test.

Water levels in Well PW-5 were strongly influenced by changes in the level of the Mohawk River during the 72-hour regulatory test of PW-5 in 2017. Similar influence can be expected during the PW-6 testing, if river levels show significant changes during the monitoring period. The report will point this out, and explain how HSA intends to account for the river's influence.

It is understood that it will be necessary to continue operating wells in the Town wellfield during the PW-6 pumping test. HSA will work with the Town and B&L to come up with a plan for wellfield operation that minimizes the impact of normal wellfield operation on data collected during the PW-6 test. Although it is appropriate to mention that operation of the wellfield can be

expected to have an influence on water level data produced during the test, it should be kept in mind that the impact of production pumping during the Well PW-5 test was modest and manageable.

HSA will not delineate a new Wellhead Protection Area (WHPA) for Well PW-6. Instead, it will briefly report on the wellhead protection efforts that have already been undertaken by the Town. We assume it will be possible simply to reference wellhead protection documents the Town has already produced. HSA will seek the relevant documents from the Town.

Well PW-6 will be an addition to a wellfield with a long history, tapping an aquifer from which a number of high-yielding wells have been withdrawing groundwater for decades. Therefore, in comparison to a new and otherwise unproven well site, we assume it is unnecessary to demonstrate that the site is not vulnerable to contamination, and that the aquifer is capable of supporting the permitted yield being sought by the Town.

After the report has been submitted, we expect the agencies will respond with comments, which presumably will be mainly on the pumping test plan. HSA will work to reach agreement with the agencies, consulting with the Town and B&L as necessary. Beyond the specific tasks of submitting the Preliminary Report and the Final Report to the agencies, throughout the project HSA will also keep the agencies updated on the project's progress, as warranted.

3.5 Construction of Well PW-6

We understand that the Town's existing Well PW-5 was completed using the cable-tool drilling method, as follows. A 48-inch diameter casing was first driven and installed to a depth of 25 feet below ground surface. This was followed by telescoping, driving and installation of 36-inch diameter casing to a depth of 51 feet. A 30-inch steel casing was then telescoped/driven/installed to a depth of 82 feet. A 24-inch diameter casing with a 150-slot, pipe-size screen welded onto the bottom of the length of casing was telescoped inside the 30-inch diameter casing, and an conventional, silica sand/gravel, artificial filter pack was placed in the annulus between the 24-inch diameter screen and 30-inch diameter casing. The 30-inch casing was then retracted to expose the filter pack to the aquifer from 58 to 82 feet in depth. After the well was developed, the annular space between the 30-inch and 36-inch diameter casings was grouted, and the 36-inch and 48-inch diameter casings were removed. As already mentioned, the construction of Well PW-6 is expected to largely mimic the process that was used to construct Well PW-5, with the following possible exceptions.

For now, we assume that comparable aquifer conditions as that which occur at the Well PW-5 site will prevail at the location selected for installing Well PW-6 (e.g., aquifer thickness and depth, sediment characteristics, etc.). If so, then a well screen design similar to that used for Well PW-5 would likely be used for Well PW-6.

If possible, we understand the Town wishes to develop a new well that can sustainably produce at least 3,500 gpm or more. The productive design capacity of Well PW-5 is limited to no more than 3,482 gpm. This limitation is due to the screen design and not the aquifer. The aquifer itself is capable of supporting a much higher rate of withdrawal.

A larger slot-size and/or greater length of screen would increase the open area of the well screen and thus increase the well's maximum design capacity. However, as said, the aquifer characteristics at the Well PW-6 location are assumed to be similar to the PW-5 site, limiting the screen slot-size and optimal length of well screen that may be used.

Another option to increase the well's design capacity would be to increase the open area of the well screen by completing a larger diameter well. Completing Well PW-6 at a 30-inch diameter as opposed to 24-inch would increase the well's maximum design capacity to over 4,000 gpm.

The Town has therefore requested the option of completing the new large-diameter well as either a 24-inch diameter, or 30-inch diameter, artificial filter-pack well.

If the Town chooses to complete the new well at 24 inches in diameter, then it is assumed the installation and construction approach would be similar to that used to complete Well PW-5. If the Town chooses to attempt to complete the new well at 30 inches in diameter, the approach is expected to follow the general course below.

- Using the cable-tool method, Layne would drive and install 48-inch diameter casing to a depth of at least 35 feet, and as much as 50 feet (if possible), below ground surface.

- Layne would then telescope, drive and install 36-inch diameter casing to a depth of up to about 90 to 100 feet (to the bottom of the aquifer).

- Layne would telescope 30-inch diameter casing with a pipe-size screen (screen slot-size, length, and depth setting to be determined) inside the 36-inch diameter casing, and then install an artificial filter pack in the annulus between the 30-inch diameter well screen and the 36-inch diameter casing; then pull back the 36-inch diameter casing to expose the filter pack to the aquifer.

- Well PW-6 would be developed as described below, a sanitary grout seal would be installed in the annular space between the 36-inch and 30-inch diameter casings, as required by NYSDOH regulations; and the 36-inch and 48-inch diameter casings would be removed.

Note that it is currently unknown whether it will be possible to drive the 48-inch and 36-inch diameter casings to a sufficient depth to allow for completion of a 30-inch diameter well. It is our understanding that based on their experience with Well PW-5, Layne believes this should be achievable. If the Town chooses to try to complete the well at 30-inch diameter, and it is found that the 36-inch diameter casing cannot be driven to a sufficient depth, then Well PW-6 may need to be completed as a 24-inch diameter well similar to Well PW-5.

We assume Well PW-6 will be offset by a short distance (probably on the order of 15 feet) from Test Well TW-2. It is expected that drilling will be done using a cable tool drill rig, as was used when Well PW-5 was installed

HSA personnel will be on site during drilling to log the large-diameter well as it is drilled, and to confer with Layne personnel as necessary regarding sample collection and geologic analysis as it pertains to well design with the objective of maximizing well yield. Sediment samples will be collected during advancement of the casing. An example of such a decision would be the depth to which each successive telescoping casing string will be advanced before drilling with the next smaller casing diameter is initiated.

We will also document well construction specifications, record a geologic log (noting lithologic types, depths/thicknesses, water-bearing characteristics, etc.), measure preliminary well yields, and record other hydrogeologic information required in NYSDOH NYSDEC regulatory reports.

For cost estimating purposes, we tentatively assume that it will take two to three weeks to complete this part of the well construction process. The actual time may depend on other factors, such as site conditions, weather, the drilling contractor's schedule and/or performance, etc.

Samples are likely to be collected once every five feet through the upper portion of the borehole. Below that, through the portion of the sedimentary column that could potentially be eligible for screening, samples will be collected at two-foot intervals. HSA will make lithologic descriptions of the samples, and these observations will be used in the lithology log that will be included in the final hydrogeologic report to be submitted to the regulatory agencies.

HSA will consult with Layne to decide on the depth interval of sediment samples that should be subjected to sieve analysis. HSA will split the samples that are to be sieved. One set of samples will be sieved by Layne, the other independently by HSA. HSA will compile the two sets of sieve results.

Designing an appropriate well screen that optimizes the yield and efficiency of the well will begin with grain size distribution analysis of the sediment samples. The samples are run through a set of graduated-size sieves, so that the sample from each depth interval is subdivided into portions with different grain sizes. The individual grain size portions from each sample interval are weighed, and a graph of the grain size frequency distribution of each depth interval is produced. The graphs are analyzed, and the aquifer is subdivided into a limited number of depth intervals with similar grain size characteristics. For each of these depth intervals, an optimum screen slot size is chosen, which is large enough to maximize the open area in the screen to allow flow of water into the well, but small enough to hold back a prescribed percentage of the sediment in the aquifer surrounding the screen at that depth.

It is assumed that the well will have an artificial filter pack installed in the area enveloping the well screen that separates the natural aquifer sediments in the walls of the wellbore from the well screen itself. HSA will consult with Layne regarding the optimum design specifications for the well screen including the depth interval to be screened and variations of slot size with depth. That discussion will also include specifications for the artificial filter pack material, and the various options that are available (explained below).

Layne will order the well screen, and this will be followed by a hiatus of several weeks while the custom-ordered screen assembly is fabricated and shipped. When the screen arrives, HSA will

be present to observe the installation of the screen and filter pack, and completion of the well. HSA will consult with Layne as necessary during the process, and will document the process. HSA will produce an as-built construction specifications log and schematic diagram of the proposed new well, which will be included in HSA's final hydrogeological report.

Figure 1 – Natural Silica Filter Pack Media

3.6 Filter Pack

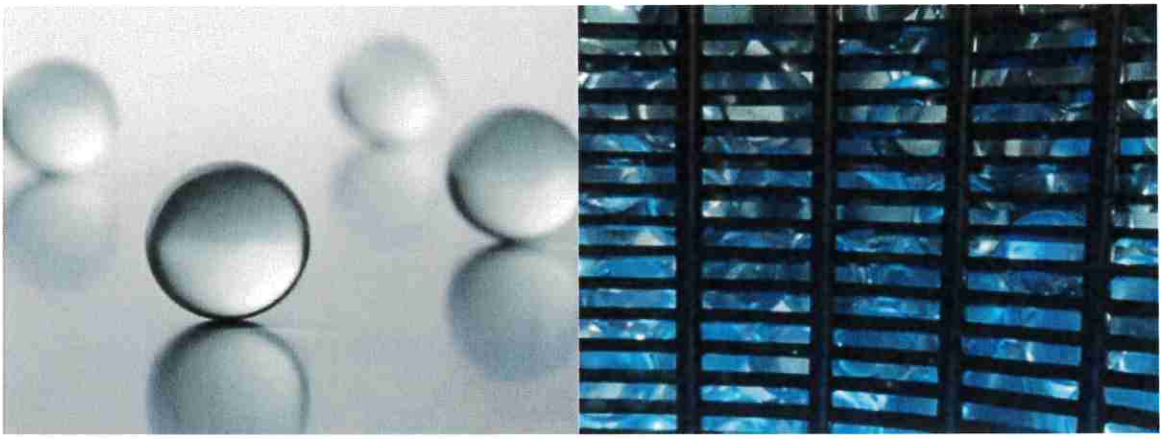
One option is use of a sand pack consisting of natural quartz-rich, rounded, silica grains (Figure 1) similar to what was used for filter pack material in Well PW-5.

Another option for the filter pack is a manufactured glass bead product (Figure 2). A German company by the name of Sigmund Lindner GmbH manufactures a product called SiLibeads. SiLibeads are glass beads made of soda-lime glass. They are perfectly spherical. They have polished surfaces, and the glass is non-reactive and non-porous. Their size can be specified, and is uniform. The left side of Figure 2 shows what the beads look like, and the right side shows them packed behind a well screen.

Used as an artificial filter pack in a screened well, the beads offer several advantages. Their uniform size and consistent spherical shape result in higher hydraulic conductivity than would be possible using a graded natural sand. The smoothness of the bead surface also means lower resistance to flow. Together, these qualities make possible higher flow rates and a higher well efficiency.

Because the manufactured, non-porous glass bead is less reactive than a natural quartz sand, it does not break down over time. Due to this, and its smoothness, there is less tendency for scale or sludge to accumulate on the smooth glass surface. Layne has experience with use of this product and reports that the time needed for well development, was noticeably lower than might be expected in a similar well completed with a conventional sand pack; and would expect use of this material to be of similar benefit during subsequent well redevelopment/rehabilitation efforts.

Figure 2 - SiLibeads



The cost of these manufactured glass beads is higher than the cost of conventional pack sand, but in a well as productive as Well PW-6 is expected to be, it seems plausible that the potential gains in productivity and reduced development costs could more than justify the higher cost of the SiLibead pack.

Following is a link to a video that provides additional details on SiLibeads:

https://youtu.be/_hqQtNOfusY

3.7 Development of Well PW-6

Well development will be conducted by Layne. Well development is standard procedure for screened sand-and-gravel wells in order to remove fine particles from the formation or natural gravel pack adjacent to the screen. It involves agitation of the aquifer enclosing the well screen, and purging the well, with the purpose of removing as much fine-grained sediment as possible from the region near the screen that will be subject to the highest flow velocities during production pumping. Well development improves well efficiency, maximize well yield and pump life, and minimize drawdown during pumping (and therefore pumping costs).

HSA will consult with Layne on the parameters of the well development process. It is expected that the pump-and-surge development method will be adopted, with the well being pumped at a flow rate high enough to mobilize and flush out the grain sizes that have the potential to be removed. In the pump-and-surge method, a surge block is made to oscillate rhythmically through a stroke length of perhaps two or more feet in the well, forcing water to move back and forth through the screen between the well and the aquifer region immediately surrounding the screen. The surge block consists of two rubber disks of slightly smaller diameter than the well screen, separated from each other by about two feet. While the well is surged in this manner, water that contains suspended fine-grained sediment that originated from the aquifer near the well screen is simultaneously pumped out of the well through holes in the surge block. The surge block is designed so that the impact of surging and pumping can be concentrated in a short portion of the screen, focusing energy on a restricted depth interval.

At times the surge block is oscillated while the well is also being pumped. At other times the block oscillates while the pump is shut down (dry surging). At still other times, the well is pumped while the surge block is held stationary. The driller cycles through these different modes at regular time intervals, while also making observations of how much sediment is being carried by the discharge water. After a time with the surge block stationed at a given depth interval, the driller will move the block to the next higher or lower interval, and repeat the process, systematically working his way through the screen. Commonly the driller will have made multiple passes through the entire length of the well screen by the time the development process is terminated.

A development duration of up to 60 hours is provisionally assumed. More or less time may be needed depending on results, actual subsurface conditions encountered, and final choices made on screen and filter pack specifications.

We assume that it will not be necessary for HSA to be present continually throughout the development process. Rather, we propose to visit the site as needed while conferring with Layne remotely to assess the development progress as it proceeds. During development, observations will be made by Layne of sediment load, and, if possible, specific capacity (the ratio of pumping-induced drawdown to flow rate, measured in gpm per foot of drawdown). HSA will track the subjective observations of sediment load, along with the quantitative measurements of specific capacity. When the water being discharged during development no longer carries significant sediment, and the rate of efficiency improvement declines beyond a certain point, the development process will be considered complete.

HSA will consult with B&L and the Town when the decision is made to terminate well development. That consultation will include discussion of plans for the 72-hour pumping test, with an initial estimate of the likely pumping rate to be adopted for the test.

Upon completion of development, Layne will conduct a Plumbness and Alignment test on the new well.

3.8 Well Camera Video Inspection and Recording

A submersible well camera will be used to perform a down-hole video inspection of the completed well to document construction details and completed well condition. A copy of the video will be provided to the Town for its records.

3.9 Step and 72-Hour Constant Rate Pumping Tests; NYSDOH Part 5 Water Quality Analyses

NYSDOH and NYSDEC require that new proposed public drinking water supply wells be subjected to a 72-hour constant rate pumping test, and that test specifications meet the agencies' regulations. As explained below, the 72-hour test is preceded by a multi-hour step test. State regulations also call for a suite of water quality analyses that are to be conducted on samples collected from the well near the end of the 72-hour test. A proposed testing plan that describes

how these efforts will be carried out to meet the agencies' requirements will have been included in the Preliminary Report that has been prepared on behalf of the Town.

HSA will coordinate with Layne to perform the necessary testing on the new well. Layne will provide the wellhead setup needed to carry out step and constant rate pumping tests (e.g., pump, power source, gate valve, discharge assembly, sampling tap, monitoring tube, effluent and erosion control, etc.), and be responsible for providing whatever fueling, maintenance and support may be needed to keep the pump running without interruption through the test pumping periods.

3.9.1 Step Pumping Test

HSA will first coordinate with Layne to perform a step test that is to occur at least one or more days before the constant rate test. The step test will consist of a sequence of four to eight, successive, one-hour periods of pumping at successively higher rates, or "steps". HSA will measure and record water levels in the new well on roughly a log-cycle basis over the step pumping periods, and then plot and analyze the results using conventional hydrogeologic procedures for evaluating well hydraulic performance. The purpose of the step test will be to approximate the maximum pumping rate that the well should be capable of sustaining, which will then become the target rate for a subsequent constant rate test and the likely withdrawal rate for which regulatory approvals will be sought. The step test will also serve the purpose of confirming that the wellhead setup is working properly, making a smooth launch of the constant rate test more likely.

3.9.2 72-Hour Constant Rate Pumping Test and Recovery

The well and aquifer will be allowed to recover for at least a day after the step test has been conducted and before the constant rate test is begun. For the 72-hour constant rate test, the well will be pumped at the rate that the step test indicates would be sustainable, with the pumping rate held as close to the targeted rate as feasible throughout the 72-hour pumping period.

HSA's efforts during the 72-hour pumping test will include monitoring and maintaining the constant pumping rate, measuring water levels, collecting water samples, and projecting the developing water level trend in the well under test to demonstrate that the target pumping rate should be sustainable. We expect that HSA personnel will be present for daytime test monitoring shifts, and Layne personnel will monitor the test each night.

NYSDEC regulations also require that during the mandatory 72-hour constant rate pumping test to be conducted on proposed new production wells, water levels be monitored in the pumping well and in at least three other aquifer monitoring points close enough to show an impact from the pumping. The resultant information is to be used in the hydrogeologic analysis required as part of the approval process for new screened wells proposed for production. We tentatively assume that up to six (6) other wells in the Town's wellfield, in addition to Wells TW-1 and TW-2 and Wells PW-5 and PW-6, may require monitoring during testing of Well PW-6, with the precise list of wells to be

monitored agreed upon with NYSDOH and NYSDEC after their review of the Preliminary Report. Similar to when Well PW-5 was tested, we assume that this list will include only wells in the Town of Rotterdam's wellfield, and that no offsite wells will need to be monitored. We also assume that any Town wells that are to be monitored are accessible and properly outfitted for monitoring (i.e., either are open-hole without a pump, or if they have a pump installed, they possess a water level monitoring tube that will allow for unfettered installation of water level monitoring equipment).

HSA will install transducers in each of the wells and a barometer to adjust for water level changes that may be attributable to atmospheric pressure fluctuations. We will monitor water levels and local precipitation beginning a minimum of seven days before the start of the constant rate test, as required by NYSDEC, so that natural background trends in the aquifer can be identified during the time leading up to the test. During the 72-hour test, water level measurements will be taken and recorded according to a prescribed schedule, with measurements being made more frequently during the early minutes of pumping, and less frequently as the test proceeds. Staff gages and/or piezometers will be provided and installed in nearby surface water features and water levels will be monitored at these locations during the testing period to assess potential impacts of pumping on them, if any.

During the 72-hour test, water level measurements will be made according to a prescribed schedule, with measurements being made more frequently during the early minutes of pumping, and less frequently as the test proceeds. After the test ends, monitoring of water levels will continue through an aquifer recovery period that generally persists until recovery is substantially complete, as dictated by State regulations.

HSA will work with the Town's water department to determine how the Town's existing wells will be pumped during the test, and to obtain pumping records (pumping durations and pumping volumes) for the wells that are actively pumped during the monitoring period. This information will be accounted for and used in our assessment of Well PW-6 hydraulic performance, as warranted.

3.9.3 NYSDOH Part 5 Water Quality Sampling and Analyses

HSA will collect water quality samples from Well PW-6 near the end of the 72-hour pumping test and have them shipped or delivered to a New York State certified laboratory for Part 5 analyses per NYSDOH requirements. The parameter list includes bacteria, inorganics, metals, VOCs, synthetic organic compounds, radiologicals, and a few other miscellaneous parameters. We assume that NYSDOH will require that a microparticulate analysis test (MPA) and a suite of field measurements for specific indicators of surface water influence be performed to help demonstrate that the source is not under the influence of surface water. We have included this contingency in our proposed budget. We will also collect samples for 1,4-dioxane and PFAS analysis, as required.

4.0 Pumping Test Analyses and Final Hydrogeologic Report to NYSDEC and NYSDOH

After testing, the resultant data will be analyzed using standard hydrogeologic procedures for estimating safe, sustainable pumping yield. HSA will also calculate values for aquifer transmissivity, storativity, zone-of-influence (ZOI) and zone-of-contribution (ZOC) per NYSDEC requirements. The report will also include recommendations as to production pump depth setting for the new well based upon well hydraulics, projected pumping water level under sustained pumping operation, and anticipated operating schedule.

HSA will prepare a Final Hydrogeologic Report for submission to NYSDOH and NYSDEC. The report will contain documentation of the construction and development of Well PW-6, and of the pumping test.

The report will include the following components:

- Well PW-6 lithology log;
- Well PW-6 as-built construction diagram;
- Documentation of well construction and development;
- Description of the step test;
- Description of the pumping test;
- Graphical presentation and analysis of water level data;
- Relevant maps and figures illustrating well siting parameters (setbacks, protective radius, wetlands, floodplain);
- Tabular presentation of water level data in an appendix;
- Estimation of aquifer parameters;
- Estimation of sustainable yield;
- Summary of water quality results;
- Water quality lab reports in an appendix;
- GWUDI assessment, including MPA results and GWUDI screening parameters;
- Proposed production pump depth setting and estimation of future pumping water levels;
- Opinions on anticipated well redevelopment schedule;
- Other recommendations as appropriate.

In addition to the items listed above, the report will include a discussion of other topics that may emerge and/or may require explanation to the regulatory agencies. An example would be the influence of the river on aquifer water levels, depending on how much change in river stage occurs over the course of the monitoring period, and how much it may affect water levels in Well PW-6. Overall, the report will be designed to provide the information needed by the agencies to support a decision on approving the new public water supply.

If deemed useful, HSA's report will include a general discussion of pumping interference effects between Well PW-6 and other wells in the wellfield that may be observable from the pumping test results.

As mentioned, we assume HSA will not need to delineate a new Wellhead Protection Area (WHPA) for Well PW-6, and that it will be possible simply to reference wellhead protection documents the Town has already produced. If deemed warranted, HSA will notify the Town if it feels that changes to the existing wellhead protection area for the wellfield should be made as a result of adding and operating Well PW-6.

One copy of the report will be provided to each of the following parties: the Town of Rotterdam, B&L, NYSDOH, and NYSDEC. The purpose of the report will be to supply hydrogeologic information needed to support the other engineering and design items of the Water Withdrawal Permit Application to the State. We assume that all other items of the New York State Water Withdrawal Permit application and/or any other permitting requirements, as well as any other engineering-related, design, construction, etc. work will be the responsibility of others.

PROBABLE COSTS

Task/Activity	HSA	Laboratory/Drilling Subcontractor
Review and Digitization of Applicable Hydrogeologic Information and Existing Well Records; Site Visit	$11,400	
Well Drilling and Construction Services Contracting	$4,100	
Test/Observation Well Installation and Preliminary Yield and Water Quality Analysis	$24,300	$55,000
Preliminary Report to NYSDOH and NYSDEC	$15,300	
Construction of Well PW-6	$63,700	$400,000 to $450,000*
SiLiBead Filter Pack Option		$12,000 to $13,000
Development of Well PW-6	$8,000	$86,000
Well Camera Video Inspection and Recording	$2,300	
Step and 72-Hour Constant Rate Pumping Tests	$57,000	$162,000
NYSDOH Part 5 Water Quality Sampling and Analyses	$2,350	$6,900
Pumping Test Analyses and Final Hydrogeologic Report to NYSDEC and NYSDOH	$26,500	
Project Management and NYSEFC Contract Administration	$8,500	
Subtotals	$223,450	$721,900 to $772,900
Total	**$945,350 to $996,350**	

HSA proposes to conduct the work described on a time-and-expense, not-to-exceed basis.

Please note that the probable costs provided above are rough estimates based upon similar recent projects and assumptions that must be made given that certain parameters are not possible to precisely determine at this stage. The upper ranges are designed to be conservative and cover foreseeable contingencies.

Drilling subcontractor costs include prevailing wage rates, use of certified American Iron and Steel (AIS) for all steel components used to construct the wells, and a Performance and Payment bond.

**Large Diameter Design Options*

The cost range for the Drilling Subcontractor for this item includes the following options for completing Well PW-6:

Option 1 - 24-inch Diameter Well with an Artificial Sand Filter Pack	*~$450,000*
Option 2 - 30-inch Diameter Well with an Artificial Sand Filter Pack	*~$400,000*
Option 3 - 24-inch Diameter Well with a SiLiBead Filter Pack	*~$463,000*
Option 4 - 30-inch Diameter Well with a SiLiBead Filter Pack	*~$412,000*

Note that it is expected to cost less if a 30-inch diameter well can be completed in comparison to a 24-inch diameter well. This is because there would be one less telescope needed to complete the well at 30-inch diameter as opposed to 24-inch (i.e., only the 48-inch, 36-inch and 30-inch diameters would be needed as opposed to those three, plus the 24-inch diameter telescope for a well completed at 24-inch diameter).

ESTIMATED TIME TO COMPLETE

We are prepared to begin work immediately upon authorization to proceed, and expect to be able to complete the work described within roughly 6 to 8 months. This does not include time that may be needed for providing drilling rig access to well installation sites, funding appropriations and approvals, time required for laboratory analyses of water samples, regulatory turn-around time, inclement weather, etc.

ASSUMPTIONS

- Probable Costs include HSA labor and expenses to complete the services described, drilling subcontractors costs for listed well drilling/installation and testing activities, provision and installation of water level monitoring equipment during the pumping tests, laboratory fees and shipping costs for water quality sample analyses, and a limited number of on-site meetings, as necessary, with representatives of the Town, B&L,

NYSDEC and/or NYSDOH.

- Costs include installation and preliminary testing of one test/observation well; and construction, development, and testing of one large-diameter, screened well with an artificial filter pack, as proposed. Up to 60 hours of well development are included.
- Costs include reproduction and mailing costs for the Preliminary and Final Hydrogeological Reports (up to four copies of each), as well as associated progress reports and correspondence with parties to the project. Additional copies of HSA's reports would be charged at additional time and expense.
- Costs are subject to change if unexpected conditions and/or unforeseeable regulatory requirements are encountered. Actual costs will depend upon specific geologic and other conditions which will dictate the level of effort required. Notwithstanding, costs will be contingent upon the total amount of time it takes to complete the well installations and testing, the drilling services subcontractor (Layne), their schedule and performance, and commencement date of the work.
- We assume that the Town will arrange for access to, and make all provisions for HSA and its representatives and subcontractors to enter upon property as required to perform services. The Town will be responsible for providing appropriate accessways to well sites for well drilling and testing equipment and will identify a suitable site for discharge of effluent generated during the well drilling, development, and testing efforts. The Town will also be responsible for installation and/or provision and excavation and backfilling of temporary settling pits, fill, silt fence, etc. as may be needed to control, temporarily store, and/or direct any effluent that is produced as result of the work proposed herein.
- The Probable Costs shown do not include any accommodations, system modifications or costs thereof that may be needed to implement a plan that is acceptable to NYSDOH and NYSDEC and allows the Town to continue to operate their existing on-site wells and provide water service during the 72-hour pumping test on the new well. It is also assumed that any Town wells that are to be monitored are accessible and properly outfitted for monitoring (i.e., either are open-hole without a pump, or if they have a pump installed, they possess a water level monitoring tube that will allow for unfettered installation of water level monitoring equipment). Any efforts or costs associated with making modifications to existing wells to allow for water level monitoring are not included.
- HSA will make reasonable efforts to provide timely recommendations regarding well construction and/or testing parameters so that mobilizations are minimized. Such decision points may arise at various times over the course of the well installation and testing effort. In the event that additional mobilizations, attendance at meetings, additional work requests, situations, events or delays not caused by HSA require us to expend more time and/or expense to complete the work than has been proposed, we reserve the right to charge for those additional costs on a time-and-expense basis at unit rates in effect at the time the services are performed, as appropriate.
- HSA assumes that any work associated with wetlands or wetlands permitting that may be necessary in relation to the services proposed herein will be the responsibility of others.
- The proposed costs do not include any efforts or expense related to testing or regulatory permitting that may be required by any other agency, commission, governing or regulatory body other than NYSDOH and NYSDEC.
- It is assumed that NYSDOH, NYSDEC or others will not require any further efforts beyond those described above. It is also assumed that the wells described herein will be

the only wells that will need to be monitored during the pumping tests. If requested or required, monitoring of water levels in other nearby wells and/or analyses of data therefrom would be at additional charge.

- A detailed assessment of pumping interference between Well PW-6 and other wells is not included. Such an assessment would require much more in-depth well testing and analysis, and is beyond the scope of this proposal.
- All well, water level, and/or other features' elevations reported or shown on figures by HSA will be estimated relative to ground surface at the site based on published topographic mapping. Likewise, all map locations shown or identified by HSA will be approximated. If required, surveys of precise locations or elevations relative to local established benchmarks will be the responsibility of others.
- Costs for Water Quality Analyses will depend upon the final parameter testing list required by NYSDOH.
- Project Management will be an on-going task throughout the project and includes in-house project management, contracting and coordination of the drilling subcontractor(s), and analytical laboratories for water quality testing. It also includes liaison and communication with parties to the project, including HSA, the Town of Rotterdam, B&L, NYSEFC, NYSDOH, and NYSDEC, as appropriate.
- HSA's proposed costs do not include permanent pumps, pipe, electrical or plumbing fixtures, or any other appurtenances, etc., any engineering, design or construction-related services beyond those described herein, or any withdrawal permit or application fees that may be required. Probable Costs do not include anything associated with efforts related to land access, negotiation or acquisition, provision of permanent pumps, pumping equipment, facilities or appurtenances or any permitting activities beyond those described above. We assume that all other engineering items as well as any design, engineering or construction work related to facilities to pump, treat and/or convey/distribute the water, will be the responsibility of B&L or the Town.

FEE SCHEDULE

Current as of July 20, 2023

LABOR	**COST PER HOUR**
Principal	$195.00
Senior Scientist / Project Manager	$180.00
Staff Scientist	$150.00
Field Technician	$125.00
Administrative Staff	$110.00

EXPENSES

Mileage	$0.70 per mile
Other	Direct cost plus 15%

All work associated with depositions, testimony and/or legal proceedings will be charged at 1.5X the rates listed above.

HydroSource Associates, P.C.

120 Daniel Webster Highway, Meredith New Hampshire 03253
telephone: 603)279-0301 •website: www.teamhydrosource.com

July 20, 2023

Peter Comenzo
Minority Business Enterprise Officer (MBO)
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306 *pcomenzo@rotterdamny.org*

Re: M/WBE/DBE/SDVOB REQUEST FOR FULL WAIVER

Dear Mr. Comenzo:

HydroSource Associates, P.C. is proposing to provide groundwater source siting and development services with the objective of developing and permitting high-yield groundwater sources for the Town of Rotterdam, New York, and is requesting a Full Waiver to the NYSEFC's M/WBE/SDVOB/DBE requirements. The only service which could be subcontracted by our firm for this work is water quality laboratory testing (which must be completed by a New York State DOH-certified laboratory to meet USEPA and NYSDOH's Part 5 requirements).

Certified Laboratories: I searched the Environmental Facilities Corporation (EFC) website (https://ny.newnycontracts.com/), the NYS SDVOB Directory (https://ogs.ny.gov/Core/SDVOB.asp) and Disasvataged Business Enterprise site (https://nysucp.newnycontracts.com/) as a means of identifying M/WBE/SDVOB/DBE certified firms that were licensed to provide NYSDOH's Part 5 requirements. As a result, three companies turned up in my search. I contacted each firm via email and/or phone. None are licensed or certified in NYS to perform full Part 5 Drinking Water Quality Analyses. Based on our search, we do not propose to use any of these companies.

I have attached a spreadsheet detailing my efforts and the results thereof. We are requesting a Full Waiver to the M/WBE_SDVOB_MBO requirements based on the efforts summarized above. If you have any questions or need further information from me, please let me know.

Sincerely,

Christine W. Rowell
Office Manager

Attachments

New York State M/WBE/SDVOB/DEB Certified Directory - conbined groundwater testing, water chemistry and environmental laboratory search 7-7-23 -7-17-2023 - Town of Rotterdam, New York
As of 7-7-2-23
Results filtered by search parameters

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

Company Name	Owner First	Owner Last	City	State	Zip	Phone	Email	Certification Type	Capability	contact 1 date	contacct 1 type	contact 1 result	contact 2 date	contact 2 type	contact 2 result	contact 3 date	contact 3 type	contact 3 result
Greenstar Environmental Solutions, LLC	Suzanne M.	McLeod	Wappingers Falls	NY	12590	845-223-9944	smcleod@greenstarsolutions.com	WBE	Greenstar services include Long Term Monitoring, Hydrogeologic Investigations, Site Investigation, Site remediation, Groundwater Modeling and Ground Penetrating Radar.	7/7/2023	email	Do not perform full Part 5 Drinking Water Analysis						
Merit Laboratories, Inc.	Maya	Murshak	East Lansing	NY	48823	517-332-0167	mayamurshak@meritlabs.com	WBE	ENVIRONMENTAL CONTRACTORS; ENVIRONMENTAL TESTING LABORATORIES; SOIL TESTING; WATER TREATMENT; AIR TESTING; PFAS TESTING	7/7/2023	email	no response	7/11/2023	email	no response	7/14/2023	phone and email correspondence	Merit decline to submit a proposal because they are not certified to perform full Part 5 analyses
Atlas Environmental Lab Corp.	Sharona		New York	NY	10018	212-563-0400	info@atlasenvironmentallab.com	WBE	Environmental contractors; environmental testing laboratories, soil test, water treatment, air testing, PFAS testing	7/7/2023	email	no response	7/11/2023	email	no response	7/14/2023	phone	Not licensed to perform Full Part 5 Water Quality Analyses that meet SDWA and EPA Consensus Methods

Generated from the B2Gnow System.

NEW YORK STATE | Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Mandatory State Revolving Fund Terms and Conditions

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

Identify Contract Type prior to Advertisement for Bid:

- ☐ Construction
  - ☐ Treatment Works and Drinking Water Projects
  - ☐ Non-Treatment Works
- ☑ Non-Construction

Effective October 1, 2022

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

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

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

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

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

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

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

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

***Contracts Meeting Article 15-A Thresholds** means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:*

a) Non-Construction Provider Contracts greater than $25,000;
b) Non-Construction Provider Contracts that are initially under $25,000 but subsequent change orders or contract amendments increase the Contract value to above $25,000;
c) Construction Contracts greater than $100,000; and,
d) Construction Contracts that are initially under $100,000 but subsequent change orders or contract amendments increase the Contract value to above $100,000.

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

I. General Provisions

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

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.

2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.

3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.

4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of $10,000, as those terms are defined therein.

5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.

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

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

II. Equal Employment Opportunities (EEO)

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

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

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

D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.

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

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

G. ***For construction contracts in excess of $10,000***, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.

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

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

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. ***New York State certified MWBE participation goals for this contract are 20%.*** For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
   a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
   b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
   c. NYS Intermunicipal Grants that are also receiving EFC financing.

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at https://ny.newnycontracts.com.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.

   a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
   b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.

2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.

4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.

5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

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

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

E. Liquidated Damages - MWBE Participation

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

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

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

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

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

SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

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

A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

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

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

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

SDVOBs on the Contract.

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

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

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as Attachment 2 acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

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

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

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

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

For Contracts in Excess of $2,000:

1. Minimum Wages

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

between the Contractor and such laborers and mechanics.

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

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

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

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

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

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

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

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

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

3. Payrolls and basic records.

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

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-

contracts/construction/forms or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

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

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

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

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

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

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

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

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above,

shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

For Contracts in Excess of $100,000:

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

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

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

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

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and

basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

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

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

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

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

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

SECTION 7 RESTRICTIONS ON LOBBYING

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

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of $100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 3, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan

NEW YORK STATE | Environmental Facilities Corporation

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in ESD's MWBE Directory. A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the Mandatory Terms and Conditions or consult your designated MBO for further guidance.

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Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

December 13, 2023

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality: Town of Rotterdam, New York		**County:**		
Project No.:	**GIGP No.:**	**Contract ID:**	**Registration No. (NYC only):**	
Minority Business Officer: Peter Comenzo		**Email:** pcomenzo@rotterdamny.org	**Phone #:**	
Address of MBO: 1100 Sunrise Boulevard, Rotterdam, New York 12306				
Electronic Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			**Date:**	

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name: HydroSource Associates, P.C.			**Contract Type:** ☐ Construction ■ Other Services	
Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ■ Other: If certified, please include Prime information in Section 3. If dual certified, you must select either MBE or WBE.				
Address: 120 Daniel Webster JHighway, Meredith, NH 03253		**Phone #:** 603-279-0301	**Fed. Employer ID #:** 02-04488334	
Description of Work: Hydrogeologic Services		**Email:** crowell@teamhydrosource.com		
Award Date:	**Start Date:**	**Completion Date:**	**MWBE GOAL Total**	**PROPOSED MWBE Participation**
Total Contract Amount: $ 96,350 **MWBE Eligible Contract Amount:** $ 0 (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			$0.00 **Total:** % $	$0.00 **Total:** % $

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December 13, 2023

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: MWBE SUBCONTRACTOR INFORMATION			
This Submittal is:	☒ The First/Original Utilization Plan ☐ Revised Utilization Plan #:		
NYS Certified M/WBE Subcontractor Info		**Contract Amount:**	**For EFC Use:**
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker %___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			

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December 13, 2023

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			

SIGNATURE	
Electronic Signature of Contractor: ■ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. **Name** (Please Type):	**Date:**

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December 13, 2023

Attachment 2 – AIS Contractor's Certification

NEW YORK STATE | Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION

FOR CONSTRUCTION CONTRACTS FUNDED THROUGH

THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE

NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: HydroSource Associates, P.C.

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 3 – Lobbying Certification

NEW YORK STATE | Environmental Facilities Corporation

New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

SRF Project No.:
Recipient:
Project Description:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an 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.

(2) 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 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 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

Signature:
Name:
Title:
Company Name: HydroSource Associates, P.C.
Date:
Contract ID:

RESOLUTION NO. 361.23

TO RECOGNIZE THE INTRODUCTION OF LOCAL LAW NO. __ OF 2023 TO AMEND AND EXTEND LOCAL LAW NO. 9 OF 2022 AND SCHEDULE A PUBLIC HEARING THEREON

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. __ of 2023 to establish an amendment and six (6) month extension to Local Law 9 of 2022 which established a twelve (12) month moratorium on solar farms and solar power plants.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. __ of 2023 is a Type II action under the State Environmental Quality Review Act pursuant to 6 NYCRR § 617.5 (c) (36), and therefore no further SEQRA review is required.

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

SECTION 4. The Town Board hereby authorizes and directs the Senior Planner to refer Introductory Local Law No. __ of 2023 to the Schenectady County Department of Economic Development & Planning pursuant to N.Y. General Municipal Law 239-m and to circulate such other notices as may be required by law.

SECTION 5. 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 hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 1st day of January, 2024 for the following purpose:

For the enactment of Introductory Local Law No. __ of 2023 relating to amendment and extension of Local Law 9 of 2022.

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

DATED: December 13, 2023
Daily Gazette: Please publish once on December 17, 2023
Town Clerk
Post

SECTION 6. This resolution shall become effective December 13, 2023.

DATED: December 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:	December 7, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Courtney Heinel, Esq., Town Attorney
TITLE OF REQUEST:	Issuance of a six (6) month extension of the Solar Moratorium in the Town of Rotterdam
TOWN BOARD MEETING:	December 13, 2023
Background Information:	The Town Energy Committee has been working diligently to review and amend the Town Solar code since the enactment of Local Law 9 of 2022. However, the Town Energy Committee has expressed by vote and resolution that the Committee needs an additional six (6) months to complete their work on the new solar code for the Town.
Evaluation/Analysis:	The proposal is a State Environmental Quality Review (SEQR) Type II action and therefore no further SEQRA review is required. The extension of six (6) months is reasonable to complete a thorough and comprehensive amendment to the Town's solar code.
Recommendation(s):	Town Board should introduce a local law amending and extending Local Law 9 of 2022 providing for a six (6) month extension to the Solar Moratorium.
Attachment/Document(s):	Proposed Local Law extending and amending Local Law 9 of 2022; resolution of the Town Energy Committee.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	6NYCRR Part 617 State Environmental Quality Review
LEGISLATION WILL BE PREPARED BY:	Town Attorney

TOWN OF ROTTERDAM

LOCAL LAW NO. __ OF THE YEAR 2023

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

SECTION 1. Authorization

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

SECTION 2. Title and Purpose

This law shall be known as and may be cited as Local Law No. ___ of 2023 and shall be referred to as the "Local Law Extending and Imposing Six-Month Moratorium on New Large-Scale Solar Use Projects in the Town of Rotterdam"

SECTION 3. Legislative Finding

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

SECTION 4. Amendment

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

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

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

SECTION 5. Validity and Severability

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

SECTION 6. Repeal, Amendment and Supersession of Other Laws

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

SECTION 7. Effective Date

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

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

KATHY HOCHUL
GOVERNOR

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

December 28, 2022

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

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

Dear Sir/Madam:

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

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

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

NEW YORK STATE OF OPPORTUNITY. Department of State

TOWN OF ROTTERDAM

Diane M. Marco
Town Clerk

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

December 15,2022

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

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

To Whom It May Concern:

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

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

Sincerely,

Diane M. Marco

Diane M. Marco
Town Clerk

Enclosure

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 14th day of December, 2022 for the following purpose:

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

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

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

Local Law Filing

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

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

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

of Rotterdam

Local Law No. 9 of the year 2022

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

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

See attached.

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

TOWN OF ROTTERDAM

LOCAL LAW NO. 9 OF THE YEAR 2022

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

SECTION 1 - TITLE

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

SECTION 2 - PURPOSE

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

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

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

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

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

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

SECTION 3 – AUTHORITY

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

SECTION 4 – MORATORIUM

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

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

SECTION 5 – WAIVER

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

SECTION 6 - VIOLATIONS

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

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

SECTION 7 - SUPERSESSION

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

SECTION 8 - SEVERABILITY

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

SECTION 9 – EFFECTIVE DATE

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

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

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

I hereby certify that the local law annexed hereto, designated as Local Law No. 9 of 2022 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on December 14, 2022 in accordance with the applicable provisions of law.

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

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

~~**3. (Final adoption by referendum.)**~~

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

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

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

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

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

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

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

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

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

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

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

Date: 12/14/2022

(Seal)

TOWN OF ROTTERDAM

A UNANIMOUSLY APPROVED RESOLUTION BY THE ENERGY ADVISORY COMMITTEE URGING THE TOWN BOARD TO EXTEND A TEMPORARY LAND USE MORATORIUM PROHIBITING SOLAR FARMS AND SOLAR POWER PLANTS FOR A PERIOD OF SIX MONTHS

WHEREAS, on Wednesday, November 9, 2022, at a regularly scheduled meeting of the Rotterdam Town Board, a motion was passed to appoint the Attorney for the Town to draft a land use moratorium on Solar Farms and Solar Power Plants; and

WHEREAS, on Wednesday, November 18, 2022, at a regularly scheduled meeting of the Rotterdam Town Board, a resolution was passed that a public hearing shall be held by the Rotterdam Town Board at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam New York 12306 at 7:00 PM for the purpose of the enactment of Introductory Local Law No. 9 of 2022 relating to the establishment of a 12-month moratorium on solar farms and solar power plants; and

WHEREAS, on the 14th day of December 2022, a public hearing was held by the Rotterdam Town Board at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam New York 12306 at 7:00 PM for the purpose of the enactment of Introductory Local Law No. 9 of 2022 relating to the establishment of a 12-month moratorium on solar farms and solar power plants; and

WHEREAS, the Town Board passed the Introduction of Local Law No. 9 of the year 2022 establishing a 12-month moratorium on Solar Farms and Solar Power Plants; and

WHEREAS, at the regularly scheduled meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 PM, a Resolution establishing and appointing various members to the Town of Rotterdam Energy Advisory Committee was passed; and

WHEREAS, the Energy Advisory Committee was tasked with drafting solar code for the Town of Rotterdam; and

WHEREAS, the Energy Advisory Committee has met once a month beginning March 16, 2023 and has formally met nine times; and

WHEREAS, the Energy Advisory Committee has worked diligently to meet with various stakeholders in the State of New York, County of Schenectady, and Town of Rotterdam, including Town Designated Engineer, first responders, NYSERDA, Town Board members, County Legislators, and others; and

WHEREAS, the Energy Advisory Committee has familiarized themselves with Solar Code of at least ten other comparable municipalities, and have created a side-by-side comparison of important factors; and

WHEREAS, the Energy Advisory Committee has thoroughly reviewed and familiarized itself with NYS Model Energy Guide and NYS ORES Regulations, and

WHEREAS, despite making great progress in the draft code, a final draft shall not be finalized until early 2024; and

WHEREAS, the completed draft code will need to be reviewed by the Town Designated Engineer, Town Attorney, Town Board, and other stakeholders; be it so

RESOLVED, that Town of Rotterdam Energy Advisory Committee's formal and unanimous recommendation to the Town Board is that to accomplish the stated purpose of Law No. 9 of the year 2022, the Moratorium of Solar Farms and Solar Power Plants should be extended for a period of 6 months.

RESOLUTION NO. 362.23

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	A7110 4153	FROM:	Parks Improvements	-14,000.00
General	A7110 2000	INTO:	Facilities/Equipment	+14,000.00
General	A2680 2680	FROM:	Insurance Recovery	-27,145.19
General	A3120 2520	INTO:	Police Camera Equipment	+27,145.19
General	A2650 2650	FROM:	Sale of Scrap Metal	-7,830.00
General	A3120 4317	INTO:	Police Emerg. Equip. & Suppl.	+7,830.00
General	A2665 2665	FROM:	Sale of Equipment (Vehicle)	-7,505.00
General	A3120 2010	INTO:	Police Patrol Vehicles	+7,505.00
General	A2665 2665	FROM:	Sale of Equipment (Vehicle)	-4,950.00
General	A3120 2010	INTO:	Police Patrol Vehicles	+4,950.00

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

DATED: December 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: **December 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 December 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 December 13, 2023 and approve the transfer.

Attachment/Document(s): Memo: Morgan Coryer

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Memorandum

To: Megan Griffin, Confidential Secretary

From: Morgan Coryer, Coordinator of Parks & Senior Programs

Subject: Budget Transfer

Date: December 8, 2023

Please transfer the following funds to cover furnace replacement at the Parks garage and other end of year expenses:

From	**A7110 4153 Parks Improvements**	**Amount:** $14000.00
To	**A7110 2000 Facilities/Equipment**	**Amount:** $14000.00

Thank you.

RESOLUTION NO. 363.23

TO ACCEPT AND AWARD BID FOR SPECIAL IMPROVEMENT PROJECT AREA CURRY ROAD SEWER

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on, December 4, 2023, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk on December 1, 2023 for public inspection upon request for the purchase by the Town of Rotterdam of the following:

SPECIAL IMPROVEMENT PROJECT AREA CURRY ROAD SEWER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Special Improvement Project Area Curry Road Sewer for the Town of Rotterdam to Wolfe Excavation LLC, located at 275 Red Schoolhouse Road, Johnstown, New York 12158, at the mutual consent of both the Town and Wolfe Excavation LLC for the total lump sum for all base bid items (Bid Item No. 1 + No. 2) in the amount of $427,144.00.

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 December 13, 2023.

DATED: December 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

LaBella
Powered by partnership.

December 7, 2023

Mollie Collins, Supervisor and Town Board
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306

Re: Special Improvement Project Area Curry Road Sewer
Town of Rotterdam, Schenectady County, New York
LaBella Project # 32018.01

Dear Supervisor Collins:

On Friday, December 1, 2023, bids were opened for the Town of Rotterdam – Special Improvement Project Area – Curry Road Sewer. Nine (9) bids were received for Contract 1 – General Construction. A tabulation and summary of the bids is attached for reference. The apparent low bidder is identified as:

Contract 1 – General Construction: Wolfe Excavation, LLC.

Lump Sum Bid: $427,144.00

The Town's direction and intent is to award Contract 1 – General Construction based on the Base Bid. If awarded, the contract price would be $427,144.00.

Labella Associates (LaBella) has reviewed the submitted bid for conformance with Specification Sections 004113 through 004519, representing "The Bid". Additionally, LaBella has completed background verification of the low bidder which included confirming adequacy of the bid bond, review of prior contract work completed similar in nature to work proposed, success of prior work efforts, and their ability to bond the work.

The following documentation is attached for the General Construction and was reviewed during the background verification:

- Bid (including Bidder's Qualification Statement, Performance Bond Information, and other data);
- Bid Bond, and;
- Reference Verification Responses.

Based on the above evaluation, LaBella has determined that Wolfe Excavation, LLC, with corporate offices located at 275 Red Schoolhouse Road, Johnstown, NY, 12095, with a submitted Contract 1 – General Construction bid of $427,144.00, to be a responsive and responsible bidder.

Therefore, it is our recommendation that the Town of Rotterdam award the Special Improvement Project Area Curry Road Sewer Improvement Project to Wolfe Excavation, LLC, for Contract 1 – General

Construction. Copy of said bid is included as Attachment 1. The Notice of Award is provided under separate cover for the Town's execution.

Please Contact our office at (518) 266-7344 if you have any questions regarding this matter.

Sincerely,

Jessica Brown

Jessica Brown, PE
Senior Civil Engineer

cc: Joe Lanaro, PE – LaBella
File

Attachment 1 – Bid Received

WOLFE
EXCAVATION LLC

TOWN OF ROTTERDAM

BID FORM

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

Special Improvement Project Area Curry Road Sewer Improvement Project

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

Thomas R. Wolfe
Signature

Wolfe Excavation LLC
Name of Company or Corporation

275 Real Schoolhouse Rd.
Address

Johnstown NY 12095
City ***State*** ***Zip***

tomwolfe0721@gmail.com
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.

CONTRACT 1 – GENERAL CONSTRUCTION

BASE BID

Bid Item No. 1 – Special Improvement Area Curry Road Sewer Improvement Project

Under this bid item the Contractor shall include all work associated Work as identified on the Contract Drawing Sheets.

Total Lump Sum Price:

Three hundred twenty seven thousand one hundred forty four dollars (use words) DOLLARS ($ 327,144) (use numbers)

Bid Item No. 2 – Contingency Allowance

Total Lump Sum Price:

ONE-HUNDRED THOUSAND (use words) DOLLARS ($ 100,000.00) (use numbers)

BASE BID SUMMARY

TOTAL LUMP SUM FOR ALL BASE BID ITEMS (Bid Item No. 1 + No. 2):

Four hundred twenty seven thousand one hundred forty four dollars (use words) DOLLARS ($ 427,144) (use numbers)

Note: In case of a discrepancy between unit prices written in words and figures, the unit prices written in words shall govern. In case of a discrepancy between unit prices bid and extended totals, the unit prices shall govern.

Unit prices have been computed in accordance with Article 13.03, Paragraph C of the General Conditions. BIDDER acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

EJCDC® C-410, Bid Form for Construction Contract.
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SECTION 0044114

BID BOND (PENAL SUM FORM)

Bidder Name: Wolfe Excavation LLC Address *(principal place of business)*: 275 Red Schoolhouse Rd Johnstown, NY 12095	**Surety** Name: LEXINGTON NATIONAL INSURANCE CORPORATION Address *(principal place of business)*: P.O. BOX 6098, LUTHERVILLE, MD 21094
Owner Name: Town of Rotterdam Address *(principal place of business)*: 1100 Sunrise Blvd Rotterdam NY, 12306	**Bid** Project *(name and location)*: Install 863 feet of 10 inch sewer pipe. Project # 12012023 Bid Due Date: 12/1/2023
Bond Penal Sum: Five percent of contract amount (5%) Date of Bond: 12/1/2023	

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Wolfe Excavation LLC *(Full formal name of Bidder)*	LEXINGTON NATIONAL INSURANCE CORPORATION *(Full formal name of Surety) (corporate seal)*
By: Thomas R. Wolfe *(Signature)*	By: *(Signature) (Attach Power of Attorney)*
Name: Tom Wolfe *(Printed or typed)*	Name: Gary A Cardinale *(Printed or typed)*
Title: Managing Member	Title: ATTORNEY-IN-FACT
Attest: Carrie Arndt *(Signature)*	Attest: *(Signature)*
Name: Carrie Arndt *(Printed or typed)*	Name: Joseph Cardinale *(Printed or typed)*
Title: Witness	Title: WITNESS

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form).
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ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York)
COUNTY OF Fulton) SS.:

On the 1 day of December in the year 2023, before me, the undersigned, personally appeared Thomas R. Wolfe, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Leisa M. D'Amore
Notary Public

LEISA M. D'AMORE
01DA6113815
Notary Public of New York
Appointed in Fulton County
My Commission Expires Aug. 2, 2024

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
) SS.:
COUNTY OF Erie)

On the 1st day of December in the year 2023, before me, the undersigned, personally appeared Gary A Cardinale, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lisa Reese
Notary Public

LISA M REESE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE0014975
Qualified in Erie County
Commission Expires October 26, 2027

LEXINGTON NATIONAL INSURANCE CORPORATION

P.O. BOX 6098 -- LUTHERVILLE, MD 21094

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2022

ASSETS

Bonds (Amortized Value)	$6,600,744
Common Stocks (Market Value)	2,533,783
Mortgage Loans on Real Estate	4,647,626
Real Estate - Properties held for sale	- 0 -
Cash & Bank Deposits	15,269,590
Unpaid Premiums & Assumed Balances	1,362,064
Deferred Tax Asset	309,985
Electronic Data Processing Equipment	- 0 -
Miscellaneous Receivable	395,874
Interest & Dividends Due and Accrued	36,544
Funds Held in Escrow Accounts	78,171,921
TOTAL ASSETS	$109,328,131

LIABILITIES, SURPLUS & OTHER FUNDS

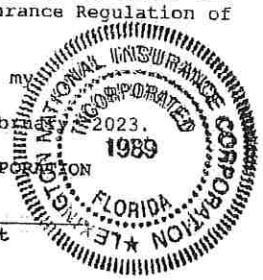
Losses (Reported losses net as to reinsurance ceded and incurred but not reported losses)	$ 488,000
Commissions Payable	128,472
Other Expenses (Excluding taxes, licenses, and fees	343,640
Taxes, Licenses & Fees (Excluding Federal Income Tax)	158,195
Federal Income Taxes	463,763
Unearned Premiums	9,804,476
Advance Premiums	52,000
Reinsurance Payable	202,870
Deferred Ceded Commission	1,592,058
Accounts Withheld by Company for Account of Others	78,899,730
TOTAL LIABILITIES	$92,133,204
Common Capital Stock	3,033,940
Gross Paid-in & Contributed Surplus	450,000
Unassigned Funds (Surplus)	14,115,179
Treasury Stock	(404,192)
Surplus as Regards Policyholders	17,194,927
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	$103,328,131

I, Kim Marzullo, CFO, Vice President of Lexington National Insurance Corporation, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2022, as reflected by its books and records and as reported in its statement on file with the Office of Insurance Regulation of the State of Florida.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company seal this 28TH day of February, 2023.

LEXINGTON NATIONAL INSURANCE CORPORATION

Kim Marzullo, CFO, Vice President



I:\LNIC\ASSETS 12-31-22

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF "LNIC Original" WATERMARK IS NOT PRESENT

POWER OF ATTORNEY
Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Salvatore Cardinale, Gary A Cardinale, Joseph V Cardinale

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of $6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President, CEO or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President, CEO or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

LEXINGTON NATIONAL INSURANCE CORPORATED 1969 FLORIDA

Ronald A. Frank, CEO

State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, Chief Executive Officer of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person 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 person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24

ALYSSA BARNES NOTARY PUBLIC HARFORD COUNTY, MD

Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 12th day of September, 2023.

Lisa R. Slater, Secretary

Attached to bond signed this 1st day of December, 2023

F:\Mic\Power of Attorney form CS 2021 with Watermark Seal

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for forty-five (45) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
N/A NONE	

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

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the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

12. NON-COLLUSIVE BIDDING CERTIFICATION. As required by section 103-d of New York State General Municipal Law, the Bidder has completed and submitted with the Bid the certification in Specification 004519.

13. The Bidders must comply with New York State Department of Labor Prevailing Wage Rate Schedule and conditions of employment.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder: Wolfe Excavation LLC
(typed or printed name of organization)

By: Thomas R. Wolfe
(individual's signature)

Name: Thomas Raymond Wolfe
(typed or printed)

Title: OWNER
(typed or printed)

Date: 12/1/2023
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices: 275 Red Schoolhouse Rd
Johnstown NY 12095

Bidder's Contact:

Name: Thomas Raymond Wolfe
(typed or printed)

Title: owner
(typed or printed)

Phone: (518) 775-0327

Email: tomwolfe0721@gmail.com

Address: 275 Red Schoolhouse Rd
Johnstown, NY 12095

Bidder's Contractor License No.: (if applicable) _____

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WICKS EXEMPT LIST OF SUBCONTRACTORS

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:	Project Description *(Project Title and Address)*:	Bid Date:	Total Contract Amt.:
Wolfe Excavation LLC 275 Red Schoolhouse Rd Johnstown NY Federal ID No. 88-3984817	Rotterdam sewer project	12/1/2023	$427,144

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. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixture	General Description of Work	Subcontractor's Contract Amt.
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 Section 002113, will result in disqualification of the bid.

Company Authorized Signature: Thomas R. Wolfe Title: Owner Date: 12/1/2023

WICKS EXEMPT LIST OF SUBCONTRACTORS

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.	☐	☐	☐		

SECTION 00 45 13

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Wolfe Excavation LLC		
~~Corporate~~ Office	275 Red Schoolhouse Rd Johnstown, NY 12095		
Name:	Thomas R. Wolfe	Phone number:	(518) 775-0327
Title:	owner	Email address:	tomwolfe0721@gmail.com
Business address of corporate office:	275 Red Schoolhouse Rd Johnstown, NY 12095		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☒ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1/8/2022	State in which Business was formed:	NY
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

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1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		

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☐ Small Business Enterprise			
☐ Disabled Business Enterprise			
☐ Veteran-Owned Business Enterprise			
☐ Service-Disabled Veteran-Owned Business			
☐ HUBZone Business (Historically Underutilized) Business			
☐ Other			
☐ None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Thomas R Wolfe	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 10		
DIGSAFE NY		

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2023					
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
			320			1600			

ARTICLE 5—FINANCIAL Currently do not carry comp as I am a sole proprietor LLC, I have (no) accidents or incidents

5.01 Provide the name, address, and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a bank and a major material supplier.

Bank Name:	NBT BANK
Bank Contact:	Tammy Stemmle
Bank Business address:	142 N. Comrie Ave Johnstown, NY 12095
Bank Phone No.:	(518) 762-1998

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Supplier Name:	
Supplier Contact:	
Supplier Business address:	
Supplier Phone No.:	

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	World wide Bonding		
Surety is a corporation organized and existing under the laws of the state of:		NY	
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):	2846 William St. Buffalo NY 14227		
Physical Address (principal place of business):			
Phone (main):	(716) 512-8197	Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider	Type of Policy (Coverage Provided)	
Erie	Auto	1,000,000
	Liability	2,000,000
	Umbrella	2,000,000
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No
Mailing Address	100 Erie Insurance Pl, Erie PA 16530	

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This Statement of Qualifications is offered by:

Business: Wolfe Excavation LLC
(typed or printed name of organization)

By: Thom R. Wolfe
(individual's signature)

Name: Thomas R. Wolfe
(typed or printed)

Title: owner
(typed or printed)

Date: 12/1/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices: 275 Red Schoolhouse Rd
Johnstown, NY 12095

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

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(principal place of business):	Erie, PA		
Physical Address (principal place of business):	100 Erie Insurance Pl, Erie, PA 16530		
Phone (main):	1 814 870 2000	Phone (claims):	1 814 870 2000

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	1
Estimate of revenue for the current year:	300,000
Estimate of revenue for the previous year:	200,000

8.02 Provide information regarding the Business's previous contracting experience.

20 yrs with Rifenbury
2 years with Carver
2 years in business

Years of experience with projects like the proposed project:	24			
As a general contractor:	X	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the

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Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Attachments providing additional information as required by Paragraph 8.02.

E. Schedule A (Current Projects) as required by Paragraph 8.03.

F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

G. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

H. Additional items as pertinent.

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Schedule A—Current Projects

Name of Organization	LA Group				
Project Owner	Town of Moreau	Project Name	Big Bend Trail		
General Description of Project	1.1 miles of multiuse trail				
Project Cost	$ 465,000	Date Project	Sept 2023		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Thomas R. Wolfe				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Town of Moreau	supervisor		518 7921050	Moreausuper@townofmoreau.org
Designer	Mike Panich	Engineer	LA Group	518 5579100	mpanich@thelagroup.com
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization	Brookhaven Golf Course				
Project Owner	Town of Greenfield, NY	Project Name	Brookhaven septic system		
General Description of Project	Septic System for Brookhaven Golf Course				
Project Cost	$71,000	Date Project	April 2023		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	[redacted]	Thomas R Wolfe			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Kevin Veitch	Supervisor	town of greenfield	(518)893-7432	kveitch@greenfieldny.org
Designer	Charlie Baker	Engineer	edp-design	(518)371-7671	cbaker@edpllp.com
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule C—Key Individuals

Project Manager	Thomas Wolfe	
Name of individual		
Years of experience as project manager	5	
Years of experience with this organization	2	
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent	Thomas Wolfe	
Name of individual		
Years of experience as project superintendent	5	
Years of experience with this organization	2	
Number of similar projects as project superintendent		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Kevin Blair	Name	
Title/Position	Supervisor	Title/Position	
Organization	Carver	Organization	
Telephone	(573) 390-0575	Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual		Thomas R. Wolfe	
Years of experience as project manager		23	
Years of experience with this organization		2	
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Thomas R. Wolfe	
Years of experience as project superintendent		5	
Years of experience with this organization		2	
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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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: Wolfe Excavation LLC

Signed by: Thomas R. Wolfe Title: owner

Signature: Thomas R. Wolfe Date: 12/1/2023

Email: tomwolfe0721@gmail.com

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 Corry Rd Sewer Project 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.

Thom R. Wolfe — 12/1/2023

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: Wolfe Excavation LLC

Signed by: Thomas Wolfe Title: Owner

Signature: Thom R. Wolfe Date: 12/1/2023

Thomas Wolfe

Operating Engineer

Thomas Raymond Wolfe
275 Red Schoolhouse rd
Johnstown, Ny 12095

(518)775-0327
tomwolfe0721@gmail.com

Skills

23 years experience managing equipment, tools, and labor to complete both small and large excavation projects.
Projects ranging from $300,000 to $55,000,000

Experience

Rifenburg Construction inc.
8/1/2001 - 1/1/2019

Heavy equipment operator - Foreman

This company completed the cashless tolls project for the Nys thruway $55,000,000

Carver Construction
1/2/2019 - 3/2023

Operating Engineer - Foreman

Education

Fonda- Fultonville Central High School
June 2000 graduate

Boces Career and Technical School
1999-2000
Graduated with top honors from auto mechanics course

LaBella
Powered by partnership.

Town of Rotterdam – Special Improvement Project Area
Curry Road Sewer Improvement Project

Contractor: Thomas Wolfe Construction

Project: Town of Moreau Big Bend Trail

Architect/Engineer: LA – Group

Contact Person: Mike Panich Telephone No.: 518-587-8100

Contract Date: 09/2023

1. What was the nature of the project? 1.1 Miles Asphalt Multi – Use Trail

2. What was the approximate dollar value? $465,000

3. What was the level of experience that was brought to the job? ☐ Poor ☐ Satisfactory ☒ Excellent

4. Did they have adequate equipment and tools with knowledgeable operators? ☒ Yes ☐ No

5. Did they follow the plans and specifications? ☒ Yes ☐ No
   Attention to detail? ☐ Yes ☐ No

6. Who monitored or checked their work? LA - Group

7. What was the quality of their work? ☐ Poor ☐ Satisfactory ☒ Excellent

8. How were they to work with? ☐ Poor ☐ Satisfactory ☒ Excellent

9. Was their work finished on time? ☒ Yes ☐ No
   On budget? ☒ Yes ☐ No

10. Has their work stood the test of time? ☐ Yes ☐ No

11. Any warranty work or repairs? ☐ Yes ☒ No

12. Would you consider using them again? ☒ Yes ☐ No

LaBella
Powered by partnership.

Town of Rotterdam – Special Improvement Project Area
Curry Road Sewer Improvement Project

Contractor: Thomas Wolfe Construction

Project: Brookhaven Golf Course

Architect/Engineer: Charlie Baker – EDP Design

Contact Person: Charlie Baker Telephone No.: 518-371-7621

Contract Date: 04/2023

1. What was the nature of the project? Septic System for Brookhaven Golf Course
2. What was the approximate dollar value? $71,000
3. What was the level of experience that was brought to the job? ☐ Poor ☐ Satisfactory ☒ Excellent
4. Did they have adequate equipment and tools with knowledgeable operators? ☒ Yes ☐ No
5. Did they follow the plans and specifications? ☒ Yes ☐ No
   Attention to detail? ☒ Yes ☐ No
6. Who monitored or checked their work? EDP
7. What was the quality of their work? ☐ Poor ☐ Satisfactory ☒ Excellent
8. How were they to work with? ☐ Poor ☐ Satisfactory ☒ Excellent
9. Was their work finished on time? ☒ Yes ☐ No
   On budget? ☒ Yes ☐ No Fair with Change orders
10. Has their work stood the test of time? ☒ Yes ☐ No
11. Any warranty work or repairs? ☐ Yes ☒ No
12. Would you consider using them again? ☒ Yes ☐ No

SECTION 005100

NOTICE OF AWARD

Date of Issuance: December 13, 2023

Owner: The Town of Rotterdam | Owner's Project No.: N/A

Engineer: Labella Associates, P.C | Engineer's Project No.: 32018.01

Project: Special Improvement Area Curry Road Sewer Improvement Project

Contract Name: Contract 1 – General Construction

Bidder: Wolfe Excavation, LLC

Bidder's Address: 247 Red Schoolhouse Road Johnstown, NY 12095

You are notified that Owner has accepted your Bid dated **December 1, 2023** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Removal and replacement of approximately 863 feet of sewer line and associated manholes which will result in removing and replacing additional site features that were disturbed for construction, as further described on the Contract Documents.

The Contract Price of the awarded Contract is **$427,144.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **N/A**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Town of Rotterdam**

By *(signature)*: _____

Name *(printed)*: Mollie Collins

Title: Supervisor

EJCDC® C-510, Notice of Award.
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BID FOR SPECIAL IMPROVEMENT PROJECT AREA CURRY RD SEWER 2023

BID FOR: Special Improvement Project Area Curry Road Sewer
DATE OF TB MTG. & RESOLUTION #: 10/25/2023- Res#324.23
DATE BID PACKETS BECOME AVAILABLE: 10/25/2023

DATE PUBLISHED IN NEWSPAPER: 10/27/2023
DATE & TIME BIDS TO BE OPENED: 12/1/2023 @ 2:00 PM

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	12/1/2023 @ 11:49 am	KC	BP Excavation LLC	764 Burt Road Little Falls, NY 13365	Cody Petras	315-717-8041		497,000.00	codypetras@bpexcavation.net
2	12/1/2023 @ 12:24 am	JB	Tech Industries	20 Heather Ridge Rd Troy, NY 12180	Anthony Casale	518-858-8760		437,800.00	anthony@techindustriesllc.com
3	12/1/2023 @ 1:25pm	DM	Anjo Construction LTD	794 Watervliet Shaker Rd Latham, NY 12110	Ron Moore	518-231-3506		790,532.11	ronm@anjoconst.com
4	12/1/2023 @ 1:30pm	DM	Peter Luizzi	857 1st Street Watervliet, NY 12189	Doug Spoor	518-482-8954		493,000.00	enixon@luizzibros.com
5	12/1/2023 @ 1:42 pm	KC	New Castle Paving	1 Madison Street Suite 100 Troy, NY 12180	Matt Arcidiacono	607-434-4014		595,000.00	marcidiacono@newcastlepaving.com
6	12/1/2023 @ 1:47 pm	KC	Carver Construction, Inc	PO Box 890 2170 River Road Coeymans, NY 12045	Tim Zukas	518-728-8283		778,145.00	tzukas@carvercompanies.com
7	12/1/2023 @ 1:47 pm	KC	Borderline Excavation and Fence	149 Thumb Road St. Johnsville, NY 13452	Tom Klock	315-360-7694		524,765.00	borderlinexandfence@gmail.com
8	12/1/2023 @ 1:49 pm	KC	Trinity Construction Inc	180 Bridge Street Selkirk, NY 12158	Austin Fraher	315-283-1735		615,723.00	afraher@trinconinc.com
9	12/1/2023 @ 1:54 pm	KC	Wolfe Excavation LLC	275 Red Schoolhouse Road Johnstown, NY 120965	Tom Wolfe	518-775-0327		427,144.00	tomwolfe0721@gmail.com

BidPacket elatedItems/AllBidDoc/BidSheetTemplate

RESOLUTION NO. 364.23

TO AUTHORIZE CONTRACTS FOR 2024 INSURANCE COVERAGE

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 agreements for insurance coverage for the year 2024 consistent with the proposal dated 11/29/2023 from USI Ins. Services LLC, and The Travelers Companies Inc. and its affiliates.

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

DATED: December 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: December 7, 2023

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Town Package Insurance Policy Renewal

TOWN BOARD MEETING: December 13, 2023

Background Information: USI Insurance Services requested proposals from several insurance companies for the 2024 policy period on behalf of the Town regarding various forms of property and casualty insurance. Only Travelers Insurance Co., the incumbent provider, provided a quote. The package premium increased by $73,136.45, or 13.8%, over the expiring policy. The increase in premium was partially due to increased property and equipment values.

Evaluation/Analysis: Travelers Insurance Co., rated A++ Superior by A.M. Best, has a significant presence in the Municipal market and initially came in with a substantial premium savings when awarded the package in 2021. The process of bidding insurance is quite involved and expensive on the part of the insurance company if carried out more frequently than every 3 years can resulted in a lack of competitive proposals.

Recommendation(s): Renew the Town's package policy with Travelers for one year effective 1/1/2024 and offer a formal Request for Proposal in August of 2024 for the 2025 policy period based upon this considerable increase in premium.

Attachment/Document(s): USI package proposal

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

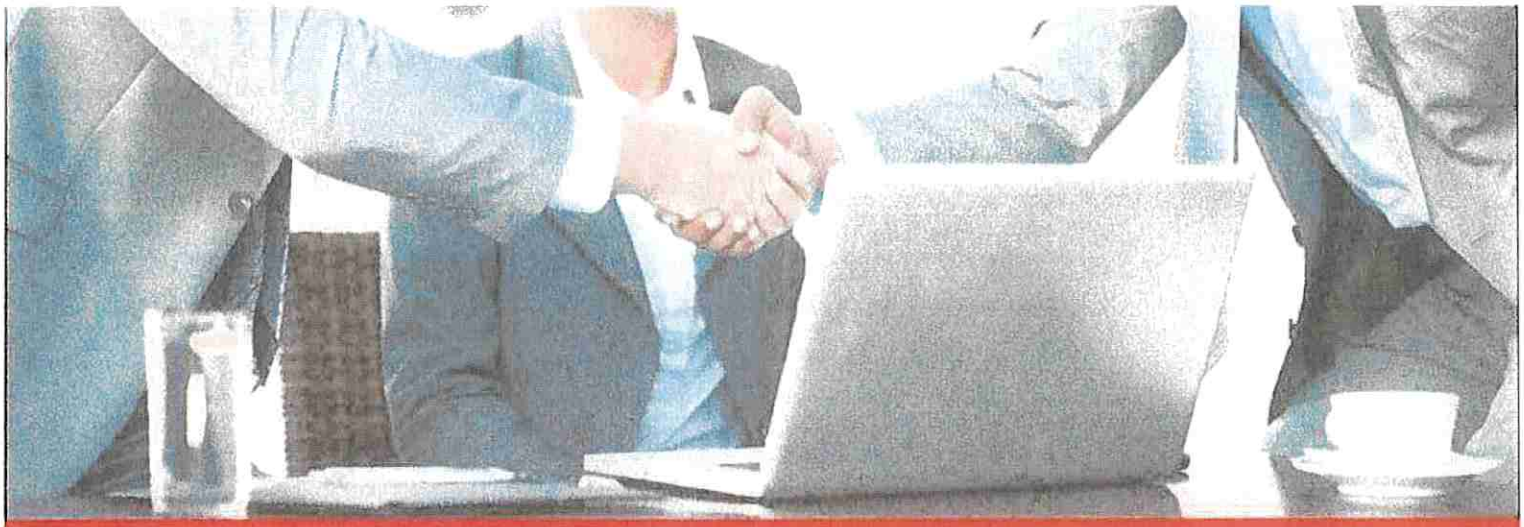
TravelersProperty&CasualtyPremiumSummaries

Coverage Type	Travelers Insurance Premiums 1/1/23-1/1/24	Travelers Insurance Premiums 1/1/24-1/1/25
Building & Contents	$33,089	$39,925
Inland Marine Equip.	$4,869	$4,568
NY Fire Fee	$189	$235
Total Property & IM	**$38,147**	$44,728
General Liability	$184,209	$213,757
Employee Benefits Liab.	$381	$381
Law Enforcement Liab.	$51,290	$55,007
Public Entity Management Liab.	$18,759	$21,037
Public Entity Employment-Related Practices Liab.	$25,884	$28,988
Total GL/Professional	**$280,973**	.$319,170
Commercial Auto & Phys. Dam.	$103,511	$120,377
Taxes & Fees NY DMV	$740	$830.
Total Auto	**$104,251**	$121,207
Commercial Umbrella	$75,542	$83,898
Government Entity Crime	$4,162	$4,273
CyberRisk	$22,880	$24,226
TOTAL ANNUAL TRAVELERS PREMIUMS	**$525,955**	$597,502

Ancillary Coverages Premium Summary

Coverage Type	Arch Insurance Premiums 1/1/23-1/1/24	Arch Insurance Premiums 1/1/24-1/1/25
Police Accident	$1,885	$1,885
	Nautilis Insurance Premiums 1/1/23-1/1/24	Nautilis Insurance Premiums 1/1/24-1/1/25
Pollution	$2,003	$3,535
NY Taxes & Fees Pollution	$75.11	$ 132.56
Total Premium All Lines	**$529,918.11**	$603,054.56

TRAVELERS



PRESENTED BY

USI INS SERVICES LLC
855 RT 146 STE 235
CLIFTON PARK, NY 12065

PROPOSED ON 11/29/2023 FOR

TOWN OF ROTTERDAM
1100 SUNRISE BLVD
ROTTERDAM, NY 12306

On behalf of **USI INS SERVICES LLC** and **The Travelers Companies, Inc. and its affiliates**, we appreciate the opportunity to provide **TOWN OF ROTTERDAM** with the following policy proposal.

Travelers Risk Control: Our Expertise is Your Advantage

Travelers Risk Control is an innovative provider of cost-effective risk management services and products. As one of the largest Risk Control departments in the industry, our scale allows the right resource at the right time to meet customer needs. For over 110 years, our loss prevention professionals have assisted agents, brokers and customers across the country and around the world.

https://www.travelers.com/risk-control

Claim Services:

Travelers has over 11,000 highly trained Claim professionals located across the U.S. Our local field representatives are supported by teams of dedicated customer service, catastrophe response, legal, medical, investigative, engineering, and large loss experts. Claims can be complex and expensive. We'll help you manage claims to control your total risk-related costs.

https://www.travelers.com/claims

Meet your Travelers team

General

Overall Account
Ronald Pierce
Account Executive
RPIERCE3@travelers.com
860-277-1477

Policy Services
John Daily
Operations Account Specialist
JPDAILY@travelers.com
651-310-3711

To report, ask a question or discuss a claim please call 1-800-238-6225. A Claim Customer Service Representative is available 24 hours a day, 7 days a week to take the first notice of loss or provide assistance on any existing claim.

Your policies

Commercial Package Program - Simp. Occ.

Policy Number	H2N-630-0T02195A-TIL-24
Effective	01/01/2024 – 01/01/2025
Insuring Company	TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

General Liability

Policy Number	ZLP-21P59874-24-PB
Effective	01/01/2024 – 01/01/2025
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Employee Benefit Liability

Policy Number	ZLP-21P59874-24-PB
Effective	01/01/2024 – 01/01/2025
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Law Enforcement Liability

Policy Number	ZLP-21P59874-24-PB
Effective	01/01/2024 – 01/01/2025
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Public Entity Management Liability

Policy Number	ZLP-21P59874-24-PB
Effective	01/01/2024 – 01/01/2025
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Public Entity Employment-Related Practices Liability

Policy Number	ZLP-21P59874-24-PB
Effective	01/01/2024 – 01/01/2025
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Auto Liability

Policy Number	810-0T02195A-24-PB
Effective	01/01/2024 – 01/01/2025
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Auto Physical Damage

Policy Number	810-0T02195A-24-PB
Effective	01/01/2024 – 01/01/2025
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Umbrella Liability

Policy Number	ZUP-31N48419-24-PB
Effective	01/01/2024 – 01/01/2025
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Locations schedule

630 - 0T02195A – Commercial Package Program - Simp. Occ.

LOC/BLDG	DESCRIPTION	ADDRESS
1/1	TOWN HALL	1100 SUNRISE BLVD, ROTTERDAM, NY 12306
2/2	POLICE STATION	101 PRINCETOWN RD, ROTTERDAM, NY 12306
2/3	POLICE STATION STORAGE	101 PRINCETOWN RD, ROTTERDAM, NY 12306
3/4	HIGHWAY GARAGE	54 DUANESBURG RD, ROTTERDAM, NY 12306
4/5	SR CITIZEN CENTER	2639 HAMBURG ST, ROTTERDAM, NY 12306
5/6	FIRE TRAINING BUILDING	40 W CAMPBELL RD, ROTTERDAM, NY 12306
5/7	FIRE TRAINING CLASSROOM	40 W CAMPBELL RD, ROTTERDAM, NY 12306
5/8	FIRE TRAINING STORAGE	40 W CAMPBELL RD, ROTTERDAM, NY 12306
5/9	TRAINING TOWER	40 W CAMPBELL RD, ROTTERDAM, NY 12306
6/10	PARKS-TRAFSAFBD	40 W CAMPELL RD, ROTTERDAM, NY 12306
6/11	PARKS DEPT GARAGE	40 W CAMPELL RD, ROTTERDAM, NY 12306
7/12	PARK PAVILLION	BOXWOOD DR, ROTTERDAM, NY 12306
8/13	PARK PAVILLION	2129 FIERO AVE, ROTTERDAM, NY 12306
9/14	PARK CONCESS-PRESS BOX	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/15	PARK RESTROOM	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/16	PARK PAVILLION	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/17	FENCES-DUGOUT-SCOREBOARD	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/18	TOOL SHED ADJ BATTING CAGE	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/19	MISC IMPROVE-PLAYGROUND	1160 FAYETTE DR, ROTTERDAM, NY 12306
10/20	PARK PAVILLION	JURACKA PKWY, ROTTERDAM, NY 12306
10/21	FENCING-PLAYGROUND-EQUIPMENT	JURACKA PKWY, ROTTERDAM, NY 12306
11/22	PARK CONCESS-PRESS BOX	1160 FOURTH ST, ROTTERDAM, NY 12306
11/23	PARK STORAGE 1	1160 FOURTH ST, ROTTERDAM, NY 12306
11/24	PARK STORAGE 2	1160 FOURTH ST, ROTTERDAM, NY 12306
11/25	DUGOUT 1	1160 FOURTH ST, ROTTERDAM, NY 12306
11/26	DUGOUT 2	1160 FOURTH ST, ROTTERDAM, NY 12306
11/27	PARK PAVILLION	1160 FOURTH ST, ROTTERDAM, NY 12306
11/28	FENCES-SCOREBOARD-MISC EQUIPMENT	1160 FOURTH ST, ROTTERDAM, NY 12306
11/127	SEWER PUMP STATION	1160 FOURTH ST, ROTTERDAM, NY 12306
12/29	BABE RUTH CONCESS-PRESSBOX	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/30	FIELD STORAGE-BATTING CAGE	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/31	FIELD CONCESS-PRESS BOX	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/32	DUGOUT 1 BABE RUTH	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/33	DUGOUT 2 BABE RUTH	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306

12/34	LITTLE LEAGUE CONCESS-PRESS BOX	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/35	DUGOUT 1 LITTLE LEAGUE	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/36	DUGOUT 2 LITTLE LEAGUE	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/37	LITTLE LEAUGE FIELD STORAGE	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/38	FENCES-LIGHTING-SCOREBOARDS	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/39	PLAYGROUND EQUIPMENT	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
13/40	BABE RUTH STORAGE	CURRY RD AND POUTRE AVE, ROTTERDAM, NY 12306
13/41	PLAY GROUND EQUIPMENT	CURRY RD AND POUTRE AVE, ROTTERDAM, NY 12306
14/42	PARK CONCESS	RIVER ROAD-RJ, ROTTERDAM, NY 12306
14/43	DUGOUT 1	RIVER ROAD-RJ, ROTTERDAM, NY 12306
14/44	DUGOUT 2	RIVER ROAD-RJ, ROTTERDAM, NY 12306
14/45	FENCE	RIVER ROAD-RJ, ROTTERDAM, NY 12306
14/46	PLAYGROUND EQUIPMENT	RIVER ROAD-RJ, ROTTERDAM, NY 12306
14/47	PARK PAVILLION-WOESTINA	RIVER ROAD-RJ, ROTTERDAM, NY 12306
15/48	PAVILLION KIWANIS PARK	E S RIVER RD, RTE-5S-K, ROTTERDAM, NY 12306
15/49	BUILDING KWANIS PARK	E S RIVER RD, RTE-5S-K, ROTTERDAM, NY 12306
16/50	SEWAGE TREATMENT-ORIG PUMP HOUSE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/51	TANK EQUTPMENT CLARIFIER	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/52	WATER HOLDING TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/53	SPLITTER BOX CONTROL GATE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/54	CONCRETE FILTER TANKS	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/55	SEWER PUMP STATION	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/56	4 ROTATING BIO DISCS W-FG ENCLOSURE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/57	SEWER PUMP STATION-SAND FILTER BUIL	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/58	SETTLE TANK SLUDGE PUMP STATION	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/59	SLUDGE PROCESS TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/60	GRAVITY THICKENER	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/61	OLD DIGESTER BUILDING	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/62	OLD SLUDGE TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/63	SECONDARY SETTLE TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/64	CONCRETE FINAL DISINFECTANT TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/65	OLD SLUDGE DRYBED	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/66	STEEL FENCE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/67	SEWAGE TREATMENT OFFICE	26 W CAMPBELL RD, ROTTERDAM, NY 12306

16/68	GARAGE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/69	SEWAGE TREATMENT PRELIM BUILDING	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/70	SEWAGE TREATMENT BELT PRESS BUILDIN	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/71	SHED	26 W CAMPBELL RD, ROTTERDAM, NY 12306
17/72	WATER DIST3-WELL 1	1214 MAIN ST, ROTTERDAM JUNCTION, NY 12150
17/73	WATER DIST3-WELL 2	1214 MAIN ST, ROTTERDAM JUNCTION, NY 12150
17/74	FENCING	1214 MAIN ST, ROTTERDAM JUNCTION, NY 12150
18/75	SEWER PUMP STATION 01	1510 CURRY RD, ROTTERDAM, NY 12306
18/76	FENCING	1510 CURRY RD, ROTTERDAM, NY 12306
19/77	SEWER PUMP STATION 06	121 GULLOT DR, ROTTERDAM, NY 12306
19/78	MISC IMPROVEMENTS	121 GULLOT DR, ROTTERDAM, NY 12306
20/79	WATER PUMPING STATION 1	49 RICE RD, ROTTERDAM, NY 12306
20/80	PUMP STATION 2-CONTROL ROOM	49 RICE RD, ROTTERDAM, NY 12306
20/81	PUMP STATION 3	49 RICE RD, ROTTERDAM, NY 12306
20/82	PUMP STATION 4	49 RICE RD, ROTTERDAM, NY 12306
20/83	GENERATOR BUILDING	49 RICE RD, ROTTERDAM, NY 12306
20/84	FENCING	49 RICE RD, ROTTERDAM, NY 12306
20/85	GARAGE	49 RICE RD, ROTTERDAM, NY 12306
20/86	WELL HOUSE-GARAGE WATER WELL 5	49 RICE RD, ROTTERDAM, NY 12306
20/87	CHLORINE BUILDING	49 RICE RD, ROTTERDAM, NY 12306
21/88	VALVE HOUSE	HAMBURG ST, ROTTERDAM, NY 12306
21/89	WATER TOWER 5	HAMBURG ST, ROTTERDAM, NY 12306
21/90	FENCING	HAMBURG ST, ROTTERDAM, NY 12306
22/91	VALVE HOUSE	1000 BERNARD ST, ROTTERDAM, NY 12306
22/92	WATER TOWER 1	1000 BERNARD ST, ROTTERDAM, NY 12306
22/93	FENCING	1000 BERNARD ST, ROTTERDAM, NY 12306
23/94	VALVE HOUSE	HULLET RD, ROTTERDAM, NY 12306
23/95	WATER TOWER 2	HULLET RD, ROTTERDAM, NY 12306
23/96	FENCING	HULLET RD, ROTTERDAM, NY 12306
24/97	WATER TOWER 5	MAY AVE, ROTTERDAM, NY 12306
24/98	FENCING	MAY AVE, ROTTERDAM, NY 12306
25/99	WATER TOWER 6	WATER TANK- RYNEX CORNERS F, ROTTERDAM, NY 12306
25/100	FENCING	WATER TANK- RYNEX CORNERS F, ROTTERDAM, NY 12306
26/101	VALVE HOUSE	HELDERBERG AVE, ROTTERDAM, NY 12306
26/102	WATER TOWER 3	HELDERBERG AVE, ROTTERDAM, NY 12306
26/103	FENCING	HELDERBERG AVE, ROTTERDAM, NY 12306
27/104	SEWER PUMP STATION 03	ALTAMONT AVE AND CRANE ST, ROTTERDAM, NY 12306
27/105	FENCING	ALTAMONT AVE AND CRANE ST, ROTTERDAM, NY 12306
28/106	SEWER PUMP STATION 02	509 DUANESBURG RD, ROTTERDAM, NY 12306
28/107	FENCING	509 DUANESBURG RD, ROTTERDAM, NY 12306
29/108	SEWER PUMP STATION 2	1939 ALTAMONT AVE, ROTTERDAM, NY 12306
29/109	FENCING	1939 ALTAMONT AVE, ROTTERDAM, NY 12306
30/110	SEWER PUMP STATION 4	91 W CAMPBELL RD, ROTTERDAM, NY 12306
30/111	FENCING	91 W CAMPBELL RD, ROTTERDAM, NY 12306
31/112	SEWER PUMP STATION 7	WHITE BIRCH GARDENS, ROTTERDAM, NY 12306

31/113	FENCING	WHITE BIRCH GARDENS, ROTTERDAM, NY 12306
32/114	SEWER PUMP STATION 10	490 STEEPLE WAY, ROTTERDAM, NY 12306
33/115	BOYS-GIRLS CLUB	721 CURRY RD, ROTTERDAM, NY 12306
34/116	SEWER PUMP STATION 08	1017 HIGHBRIDGE RD, ROTTERDAM, NY 12306
35/117	SEWER PUMP STATION 09	1272 HIGHBRIDGE RD, ROTTERDAM, NY 12306
36/118	PUMP STATION 12	200A STEEPLE WAY, ROTTERDAM, NY 12306
37/119	PLAYGROUND EQUIPMENT	SHEREEN CT, ROTTERDAM, NY 12306
38/120	DRAINAGE SYSTEM	KIRVIN LN-I-S OF ST LUCILL, ROTTERDAM, NY 12306
39/121	DRAINAGE SYSTEM	LOCK ST, ROTTERDAM JUNCTION, NY 12150
40/122	DRAINAGE SYSTEM	DIANNA CT, ROTTERDAM, NY 12306
41/123	DWELLING	210 PHILLIPS RD, ROTTERDAM, NY 12306
41/124	BARN	210 PHILLIPS RD, ROTTERDAM, NY 12306
42/125	DWELLING	212 PHILLIPS RD, ROTTERDAM, NY 12306
42/126	BARN	212 PHILLIPS RD, ROTTERDAM, NY 12306
43/128	SALT SHED	23 WEST CAMPBELL RD, ROTTERDAM, NY 12306

Property coverage premium summary

Policy Number 630-0T02195A

Coverages and limits of insurance – described premises

Insurance applies on a BLANKET basis only to a coverage or type of property for which a Limit of Insurance is shown below, and then only at the premises locations for which a value for such coverage or property is shown on the Statement of Values dated 11/5/2021 , or subsequently reported to and insured by us. For Insurance that applies to a specific premises location see Deluxe Property Coverage Part Schedule - Specific Limits

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY	LIMITS OF INSURANCE
Building and Your Business Personal Property	$53,072,613

Co-insurance provision

Coinsurance does not apply to Blanket Coverages shown above.

Valuation provision

Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

Deluxe property coverage part schedule - specific limits - described premises

Insurance applies only to a premises location and building number and to a coverage or type of property for which a Specific Limit of Insurance is shown on schedule.

Co-insurance provision

Coinsurance does not apply to any Building,Personal Property or "Stock" coverage for which a Specific Limit of Insurance applies as shown on schedule.

Valuation provision

Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

Additional covered property

	LIMITS OF INSURANCE
Personal Property at Undescribed Premises	
At any "exhibition" premises	$50,000

At any installation premises or temporary storage premises	Not Covered
At any other not owned, leased or regularly operated premises	$50,000
Personal Property in Transit	$50,000

Deluxe property coverage form - additional coverages & coverage extensions

The Limits of Insurance shown in the left column are included in the coverage form and apply unless a Revised Limit of Insurance or Not Covered is shown in the Revised Limits of Insurance column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Accounts Receivable		
At all described premises	$50,000	$250,000
In transit or at all undescribed premises	$25,000	$250,000
Appurtenant Buildings and Structures	$100,000	
Claim Data Expense	$25,000	
Covered Leasehold Interest – Undamaged Improvements & Betterments		
Lesser of Your Business Personal Property limit or:	$100,000	
Debris Removal (additional amount)	$250,000	
Deferred Payments	$25,000	
Duplicate Electronic Data Processing Data and Media	$50,000	
Electronic Data Processing Data and Media		
At all described premises	$50,000	
Employee Tools		
In any one occurrence	$25,000	$950,000
Any one item	$2,500	
Expediting Expenses	$25,000	
Extra Expense	$25,000	
Fine Arts		
At all described premises	$50,000	
In transit	$25,000	
Fire Department Service Charge	Included*	
Fire Protective Equipment Discharge	Included*	
Green Building Alternatives – Increased Cost Percentage 1%		
Maximum amount – each building	$100,000	
Green Building Reengineering and Recertification Expense	$25,000	
Limited Coverage for Fungus, Wet Rot or Dry Rot – Annual Aggregate	$25,000	
Loss of Master Key	$25,000	
Newly Constructed or Acquired Property		
Buildings - each	$2,000,000	
Personal Property at each premises	$1,000,000	

*Included means included in applicable Covered Property Limit of Insurance

Deluxe property coverage form - additional coverages & coverage extensions

	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Non-Owned Detached Trailers	$25,000	
Ordinance or Law Coverage	$250,000	$500,000
Outdoor Property	$25,000	$50,000
Any one tree, shrub or plant	$2,500	
Outside Signs		
At all described premises	$100,000	
At all undescribed premises	$5,000	
Personal Effects	$25,000	$50,000
Personal Property At Premises Outside of the Coverage Territory	$50,000	
Personal Property In Transit Outside of the Coverage Territory	$25,000	$50,000
Pollutant Cleanup and Removal – Annual Aggregate	$100,000	
Preservation of Property		
Expenses to move and temporarily store property	$250,000	
Direct loss or damage to moved property	Included*	
Reward Coverage		
25% of covered loss up to a maximum of:	$25,000	
Stored Water	$25,000	
Theft Damage to Rented Property	Included*	
Undamaged Parts of Stock in Process	$50,000	
Valuable Papers and Records – Cost of Research		
At all described premises	$50,000	$500,000
In transit or at all undescribed premises	$25,000	$100,000
Water or Other Substance Loss – Tear Out and Replacement Expense	Included*	

*Included means included in applicable Covered Property Limit of Insurance

Deluxe business income (and extra expense) coverage form - described premises

PREMISES LOCATION NO.	BUILDING NO.	LIMITS OF INSURANCE
001-042	001-126	$1,000,000

Rental Value: Included

Ordinary Payroll: Included

Deluxe business income - additional coverages and coverage extensions

The Limits of Insurance, Coverage Period and Coverage Radius shown in the left column are included in the coverage form and apply unless a revised Limit of Insurance, Coverage Period, Coverage Radius or Not Covered is shown under the column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	LIMITS OF INSURANCE, COVERAGE PERIOD OR COVERAGE RADIUS	REVISED LIMITS OF INSURANCE, COVERAGE PERIOD OR COVERAGE RADIUS
Business Income from Dependent Property		
At Premises Within the Coverage Territory	$100,000	$250,000
At Premises Outside of the Coverage Territory	$100,000	
Civil Authority		
Coverage Period	30 days	
Coverage Radius	100 miles	
Claim Data Expense	$25,000	
Contract Penalties	$25,000	
Extended Business Income		
Coverage Period	180 days	
Fungus, Wet Rot or Dry Rot – Amended Period of Restoration		
Coverage Period	30 days	
Green Building Alternatives – Increased Period of Restoration		
Coverage Period	30 days	
Ingress or Egress	$25,000	
Coverage Radius	1 mile	
Newly Acquired Locations	$500,000	
Ordinance or Law - Increased Period of Restoration	$250,000	
Pollutant Cleanup and Removal – Annual Aggregate	$25,000	
Transit Business Income	$25,000	
Undescribed Premises	$25,000	

Causes of loss – Earthquake – aggregate in any one policy year, for all losses covered under the Causes of loss – Earthquake endorsement, commencing with the inception date of this policy:

		AGGREGATE LIMITS OF INSURANCE
01. Applies at the following Building(s) numbered:	01-126	$1,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

Causes of loss – Broad Form Flood – aggregate in any one policy year, for all losses covered under the Causes of loss – Broad Form Flood endorsement, commencing with the inception date of this policy:

		AGGREGATE LIMITS OF INSURANCE
01. Applies at the following Building(s) numbered:	01-04,07-13,15-70,72-122	$1,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

EXCESS OF LOSS LIMITATION APPLIES – See Causes of Loss – Broad Form Flood endorsement.

Causes of loss – equipment breakdown

The insurance provided for loss or damage caused by or resulting from Equipment Breakdown is included in, and does not increase the Covered Property, Business Income, Extra Expense, and/or other coverage Limits of Insurance that otherwise apply under this Coverage Part.

COVERAGE EXTENSION:	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Spoilage	$25,000	$250,000

LIMITATIONS:	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Ammonia Contamination	$25,000	$250,000
Hazardous Substance	$25,000	$250,000

Utility services

	LIMITS OF INSURANCE
Direct Damage - in any one occurrence (See Utility Services – Direct Damage endorsement)	$100,000

Coverage is provided for the following:
Water Supply
Communication Supply

Power Supply
Coverage for Overhead Transmission Lines is: excluded.

Electronic Vandalism Limitation Endorsement DX T3 98

ELECTRONIC VANDALISM	LIMIT OF INSURANCE
Aggregate in any 12 month period of this policy:	$10,000

Causes Of Loss-Equipment Breakdown DX T3 19

	LIMIT OF INSURANCE
Spoilage Limit:	$250,000
Ammonia Contamination Limit:	$250,000
Hazardous Substance Limit:	$250,000

Public Sector Services Additional Coverage Endorsements

	LIMIT OF INSURANCE
Spoilage Coverage Extension DX T3 15	$10,000

Public Entity Property Extensions DX T4 47	LIMIT OF INSURANCE
Confiscated Property	$100,000
Street Lights – each item	$50,000
Street Lights – maximum per occurrence	$100,000
Street Signs – each item	$50,000
Street Signs – maximum per occurrence	$100,000
Traffic Signs and Lights – each item	$50,000
Traffic Signs and Lights – maximum per occurrence	$100,000
Stadium Lights – per occurrence	$50,000
Stadium Lights – maximum per occurrence	$100,000

Deductibles

By Earthquake

	PERCENTAGE	OCCURENCE
01. in any one occurrence, at the following Building(s) numbered: 001-126		$50,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations.

By Flood

	OCCURENCE
01. At each of the following Building(s) numbered: 001-004,007-013,015-070,072-122 in any one occurrence	$50,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations.

Business Income

As respects Business Income Coverage, for which no other deductible is stated above or in the coverage description, a 72 hour deductible applies.

Any Other Covered Loss

In any one occurrence:	$10,000

Rating Basis

Total Rating Basis	$54,072,613
Building Rate	0.067
Business Personal Property Rate	0.077
Time Element Rate	0.056
Premium for Policy Period	$39,925
Taxes & Surcharges	$235
Deluxe Total	$40,160

Note: The Premium shown above includes the premium charged for Equipment Breakdown coverage. The premium for Equipment Breakdown coverage is $3,492.
If you elect not to purchase Equipment Breakdown coverage, please contact your Account Executive and a revised quote without Equipment Breakdown coverage will be sent to you.

Inland Marine coverage premium summary

Policy Number 630-0T02195A

Contractors Equipment Coverage Form CM T2 42

COVERAGE AND LIMITS OF INSURANCE

Covered Property
Coverage consists of the following when indicated by an 'X':

X	**Scheduled Equipment**	
X	As shown on the most current schedule on file with us. The amount shown on such schedulefor each item of equipment is the limit of insurance applying to that item.	
	Total limit of insurance for all Scheduled Equipment:	$2,039,561
X	**Unscheduled Owned Equipment**	
	Total limit of insurance for all unscheduled owned equipment:	$50,000
	Limit of insurance for any one unscheduled owned item of equipment:	$5,000
X	**Unscheduled Equipment Owned By Others**	
	Limit of insurance for any one unscheduled item of equipment leased, rented, or borrowed from others:	$100,000
	Total limit of insurance for all items of Equipment in any one Occurrence:	$2,189,561

Deductible

Deductible applying to all covered loss or damage indicated by an 'X' below unless a more specific Deductible for the covered loss or damage is shown elsewhere in this proposal:

X	Dollar Deductible:	$1,000

Valuation and Coinsurance

Valuation
The following Valuation applies to the applicable Covered Property:

Scheduled Equipment:
Actual Cash Value Valuation applies unless replaced by the Optional Valuation indicated by an X'.

Unscheduled Owned Equipment:
Actual Cash Value Valuation applies unless replaced by the Optional Valuation indicated by an X'.

Equipment Owned By Others:
The amount for which you are legally liable, not to exceed Replacement Cost.

Coinsurance
The following coinsurance applies to Scheduled Items when indicated by an 'X':

[ ]	100%	[ ]	90%	[X]	80%	[ ]	No Coinsurance Applies

Premium
The following Premium options apply when indicated by an 'X':

[X] **Scheduled and Unscheduled Owned Equipment**

[X] Non Reporting
Premium $4,493

[ ] Premium Adjustment

Premium Base	Values
Estimated Premium Base Amount	
Annual Rate Per $100	
Inception Premium	
Adjustment Rate Per $100	

[X] **Leased Or Rented From Others**

[X] Non Reporting
Premium $75

[ ] Premium Adjustment

Premium Base	Values
Estimated Premium Base Amount	
Inception Premium	
Adjustment Rate Per $100	

Total Premium Due At Inception: $4,568

Other Terms and Conditions

CM B0 97 - Contractors Equipment Supplemental Declarations

COVERAGE EXTENSIONS	LIMIT OF INSURANCE
Business Personal Property In Job Trailers:	$10,000
Document And Data Restoration Costs:	$50,000
Fire Protective Systems:	$75,000

Hauling Property Of Others:	$100,000
Newly Acquired Equipment - Per Item:	$250,000
Rental Costs:	
Any One Item:	$5,000
Any One Occurrence:	$25,000
Upgrades To Covered Property:	$25,000

ADDITIONAL COVERAGES	LIMIT OF INSURANCE
Claim Data Expenses:	$5,000
Continuing Rental Payments:	
Any One Item:	$5,000
Any One Occurrence:	$25,000
Contract Penalty:	$25,000
Debris Removal Increased Limit:	$75,000
Employee Tools, Equipment And Clothing:	
Any One Item:	$1,000
Any One Employee:	$2,500
Any One Occurrence:	$5,000
Errors Or Unintentional Omissions:	$100,000
Expediting Expenses:	$25,000
Expendable Supplies:	$10,000
Fire Or Police Department Service Charge:	$25,000
Lost Warranty Or Service Contract:	$10,000
Pollutant Clean Up And Removal:	$25,000
Preservation Of Property Expense:	$50,000
Reward Coverage:	$2,500
Tracking System Deductible Waiver Amount:	$10,000

CM U3 50 – Flood Exclusion
CM U3 66 – Earth Movement Exclusion

Gross Premium: $4,568

General Liability coverage premium summary

Policy Number ZLP-21P59874

Occurrence

Option 1

Gross Premium $213,757

COVERAGE	LIMIT
General Aggregate Limit	$3,000,000
Products/Completed Operations Aggregate Limit	$3,000,000
Personal and Advertising Injury Liability Any One Person or Organization Limit	$1,000,000
Each Occurrence Limit	$1,000,000
The following limits apply:	
Damage to Premises Rented to You Limit (Any One Premises)	Excluded
Medical Expense Limit (Any One Person)	Excluded
Sewage Back-Up Limit	$1,000,000
Failure To Supply Limit	$1,000,000
Abuse or Molestation Aggregate Limit	$2,000,000
Each Abuse or Molestation Offense Limit	$1,000,000

Miscellaneous Items

DESCRIPTION
Limited Abuse Or Molestation Liability Coverage
Cemetery Professional Services Liability
New York Lead Exclusion

Amendments

DESCRIPTION
Exclusion - PFAS
XTEND Endorsement For Public Entities
Mobile Equipment Redefined - Public Entities
Amendment - Pollution Exclusion
Cap On Losses From Certified Acts Of Terrorism
Exclusion - Injury To Volunteer Firefighters
Exclusion - Law Enforcement Activities Or Operations
Coverage C - Medical Payments Exclusion
Exclusion - Employees And Volunteer Workers As Insureds For Certain Bodily Injury, Personal Injury And Property Damage
Exclusion - Public Use Of Private Property
Exclusion - Discrimination
Exclusion - Professional Health Care Services - Public Entities
Exclusion - Violation Of Consumer Financial Protection Laws

Amendment Of Intellectual Property Exclusion
Exclusion - Nuclear Energy Liability
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions
Amendment Of Contractual Liability Exclusion - Exception For Damages Assumed In An Insured Contract Applies Only To Named Insured

General Liability Employee benefits liability

Policy Number ZLP-21P59874

Claims Made

Option 1

Gross Premium $381

COVERAGE	LIMIT
Aggregate Limit	$3,000,000
Each Employee Limit	$1,000,000

Deductibles

The following deductibles (Loss Only) apply:

Each Employee Deductible (Loss Only)	$1,000

Retroactive Date: 01/01/2015

Law Enforcement Liability

Policy Number ZLP-21P59874

Occurrence

Option 1

Gross Premium $55,007

COVERAGE	LIMIT
Aggregate Limit	$1,000,000
Each Wrongful Act Limit	$1,000,000

Deductibles

Deductibles apply to damages & defense expenses unless required otherwise by state regulation

The following deductible (Damages Only) applies:

Each Wrongful Act Deductible - Damages Only	$50,000

Miscellaneous Items

DESCRIPTION
Unmanned Aircraft Exclusion-With Exception For Designated Aircraft

Amendments

DESCRIPTION
Cap On Losses From Certified Acts Of Terrorism
Amendment Of Common Policy Conditions - Prohibited Coverage -Unlicensed Insurance And Trade Or Economic Sanctions
Amendment Of Law Enforcement Activities Or Operations
Mobile Equipment Redefined - Exclusion Of Vehicles Subject To Motor Vehicle Laws

Public Entity Management liability

Policy Number ZLP-21P59874

Claims Made

Option 1

Gross Premium $21,037

COVERAGE	LIMIT
Aggregate Limit	$1,000,000
Each Wrongful Act Limit	$1,000,000

Retroactive Date: 01/01/1996

Deductibles

Deductibles apply to damages & defense expenses unless required otherwise by state regulation

The following deductible (Damages Only) applies:

Each Wrongful Act Deductible - Damages Only	$50,000

Miscellaneous Items

DESCRIPTION
Additional Insured - Designated Persons Or Organizations

Amendments

DESCRIPTION
Amendment Of Joint Powers Authority Definition
Cap On Losses From Certified Acts Of Terrorism
Amendment Of Network And Information Security Wrongful Act Definition
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions
Amendment Of Law Enforcement Activities Or Operations Definition

The following are excluded when "yes" is indicated below. If "no" is indicated, an amendment and/or manuscript endorsement may be required

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities: Clinics	Yes	Gas Utilities
Yes	Health Care Facilities: Hospital	Yes	Electric Utilities

Yes Health Care Facilities: Blood Banks
Yes Health Care Facilities: Nursing Homes
Yes Health Care Facilities: Rehabilitation Facilities
Yes Port Authorities
Yes Housing Authorities
Yes Schools or School Districts
Yes Joint Powers Authority

Public Entity Employment related practices liability

Policy Number ZLP-21P59874

Claims Made

Option 1

Gross Premium $28,988

Important notice

Defense expenses are payable within the limits of Insurance

COVERAGE	LIMIT
Aggregate Limit	$1,000,000
Each Wrongful Employment Practice Offense Limit	$1,000,000

Deductibles

Deductibles apply to damages & defense expenses unless required otherwise by state regulation.

The following deductible (Damages Only) applies:

Each Wrongful Employment Practice Offense Deductible (Damages Only)	$50,000

Retroactive Date 01/01/1996

Miscellaneous Items

DESCRIPTION
Defense Expenses Outside Of Limits

Amendments

DESCRIPTION
Amendment Of Joint Powers Authority Definition
Cap On Losses From Certified Acts Of Terrorism
Exclusion - Other Employment Laws
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

The following are excluded when "yes" is indicated below. If "no" is indicated, an amendment and/or manuscript endorsement may be required

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities: Clinics	Yes	Gas Utilities
Yes	Health Care Facilities: Hospital	Yes	Electric Utilities
Yes	Health Care Facilities: Blood Banks	Yes	Housing Authorities
Yes	Health Care Facilities: Nursing Homes	Yes	Schools or School Districts
Yes	Health Care Facilities: Rehabilitation Facilities	Yes	Joint Powers Authority
Yes	Port Authorities		

Commercial Auto coverage premium summary

Policy Number 810-0T02195A

Option 1

Gross Premium $57,162

COVERAGE	AUTO SYMBOLS	LIMITS
Liability	1 only	$1,000,000
Personal Injury Protection	5 only	Included
Additional PIP		$50,000
Optional Basic Economic Loss		Included
Uninsured/Underinsured Motorist	2 only	$1,000,000

Number of autos, excluding trailers	100
Number of trailers	21

Miscellaneous Items

DESCRIPTION
New York Mutual Aid Endorsement

Amendments

DESCRIPTION
Amendment Of Bodily Injury Definition
Public Entity Auto Extension
Professional Services Not Covered
Emergency Services - Volunteer Firefighters' & Workers' Injuries Excluded
Amendment Of Employee Definition
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

Commercial Auto Physical Damage

Policy Number 810-0T02195A

Option 1

Gross Premium $63,215

COVERAGE	VALUATION	UNITS	DEDUCTIBLE
Symbol 2			
Comprehensive	Actual Cash Value	115	$1,000
Comprehensive	Agreed Value	6	$1,000
Collision	Actual Cash Value	115	$1,000
Collision	Agreed Value	6	$1,000

GARAGEKEEPERS LEGAL LIABILITY LOCATIONS	COMP LIMIT	COLL LIMIT	COMP DED	COLL DED
101 Princetown Road Rotterdam, NY	1,000,000	1,000,000	$500/$2500	$500
Total	1,000,000	1,000,000		

Miscellaneous Items

DESCRIPTION
Full Coverage Window Glass - New York

Amendments

DESCRIPTION
Public Entity Auto Extension

Automobile Composite Rating

In order to provide our insureds better service and administrative efficiency, Travelers Public Sector Services is pleased to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Composite Rate Application outlined below. The insured should continue to submit all change requests to their agent for accurate record keeping and claims verification purposes. Particular attention should be paid to Item 5, which specifies the types of automobiles that will continue to require reporting to the Company.

Composite Rate Application

1. If your policy includes the coverage for which a composite rate is designated in the table below then the premium for that coverage is composite rated. Automobile Liability is rated on a "per unit" basis and Automobile Physical Damage is rated on the basis of the original cost new of the autos. **The composite rates reflect premium charges for any applicable miscellaneous auto coverages, with the exception of Garagekeepers Legal Liability.**
2. The composite rates for Automobile Liability and Physical Damage are the rates applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, these rates are as follows:

	LIABILITY	COMPREHENSIVE	COLLISION	
Option 1	$572	0.392	0.485	

3. The premium charged at inception is the estimated annual premium based on the number of units and total original cost new for all covered autos on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the average net change in units and their corresponding original cost new for the policy term.
4. All autos added will carry the same Liability limits and Physical Damage deductibles issued at policy inception for autos of the same type.
5. Any new auto requiring valuation other than actual cash value must be reported within 30 days of acquisition. These autos will be added to the policy automobile schedule mid-term and a final premium will be determined at policy expiration.

Umbrella coverage premium summary

Policy Number ZUP-31N48419

Option 1

Total estimated policy premium	$86,966

Coverage information and limits

COVERAGE	LIMIT
General Aggregate Limit	$10,000,000
Products – Completed Operations Aggregate Limit	$10,000,000
Occurrence Limit	$10,000,000
Crisis Management Service Expenses Limit	$50,000
Self Insured Retention Any One Occurrence or Event	$10,000

Underlying schedule

Coverage is provided over the following underlying coverages:	Limit
General Liability Limit	$1,000,000
Employee Benefits Liability	$1,000,000
Auto Liability	$1,000,000
Law Enforcement Liability	$1,000,000
Public Entity Management Liability	$1,000,000
Public Entity Employment-Related Practices Liability	$1,000,000

Miscellaneous Items

DESCRIPTION
Abuse Or Molestation Exclusion - Coverage B

Excess Follow-Form And Umbrella Liability Insurance

Amendments

COVERAGE
PFAS Exclusion - Coverages A And B
Policy Declarations - Excess Follow-Form And Umbrella Liability
Schedule Of Underlying Insurance
Cap On Losses From Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States
Intellectual Property Exclusion - Coverage B
Coverage For Financial Interest In Foreign Insured Organizations
Failure To Supply Exclusion - Coverages A And B
Mobile Equipment Racing Exclusion - Coverage B
Nuclear Energy Liability Exclusion (Broad Form) - Coverages A And B

Amendment Of Coverage - Definitions
Public Use Of Private Property Exclusion - Coverages A And B
Follow-Form Limitation -Coverage B
Watercraft Liability Exclusion - Coverage B
Amendment Of Underlying Insurance Definition
Amendment Of Who Is An Insured - Employees And Volunteer Workers - Coverage B
Discrimination Exclusion - Coverage B
Injury To Volunteer Firefighters Exclusion - Coverage B
Law Enforcement Activities Or Operations Exclusion - Coverage B
Lead Exclusion - Coverage B
Pollution Not Related To Autos Exclusion - Public Entities Or Indian Tribes - Coverage A
Professional Health Care Services Exclusion With Limited Exception For Designated Professionals - Coverages A And B
Abuse Or Molestation Exclusion - Coverage A And B- With Limited Follow-Form Exception

Federal Terrorism Risk Insurance Act Disclosure

The Federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

Account summary

Premium summary

COVERAGE	POLICY NUMBER	PREMIUM
DELUXE	630-0T02195A	$40,160
GENERAL LIABILITY	ZLP-21P59874	$213,757
EMPLOYEE BENEFITS LIABILITY	ZLP-21P59874	$381
INLAND MARINE	630-0T02195A	$4,568
LAW ENFORCEMENT LIABILITY	ZLP-21P59874	$55,007
PUBLIC ENTITY MANAGEMENT LIABILITY	ZLP-21P59874	$21,037
PUBLIC ENTITY EMPLOYMENT RELATED PRACTICES LIABILITY	ZLP-21P59874	$28,988
AUTO LIABILITY	810-0T02195A	$57,162
AUTO PHYSICAL DAMAGE	810-0T02195A	$63,215
UMBRELLA EXCESS LIABILITY	ZUP-31N48419	$86,966
	Total	**$571,241**
	Taxes & Surcharges	**$830**

Note: *The estimated premium shown in the Premium Schedule and Quote Options, if any, may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding. Estimated taxes and surcharges may differ depending on selection of Quote Options, if any.*

IMPORTANT NOTE REGARDING ACCOUNT MINIMUM PREMIUM

The lines of business shown in the *Premium Schedule and Quote Options, if any*, are subject to a $5,000 account minimum premium. If the line(s) of business selected for binding do not total at least $5,000, then the premiums shown for those lines of business will be adjusted to total $5,000.

Payment plan

Direct Bill - 2 Installments
Bill Payment Options can be found at: Travelers.com/AutoPay

Note: The amount of each installment will be reflected on your policy invoicing.

Account summary

Disclosure

Unless accepted, the offer(s) of insurance contained in this proposal expire(s) automatically thirty (30) days after the proposal date referenced on the cover page, or the proposed effective date if earlier. This proposal is not a binding contract of insurance. If you have questions regarding this proposal, please contact your Travelers Representative.

The following outlines the coverage forms, limits of insurance, policy endorsements and other terms and conditions provided in this proposal/quote. Any policy coverages, limits of insurance, policy endorsements, coverage specifications, or other terms and conditions that you have requested that are not included in this proposal/quote have not been agreed to by Travelers. Please review this proposal/quote carefully and if you have any questions, please contact your Travelers representative.

This proposal/quote does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in the claim or loss and any applicable law.

Please note that changes in the exposures, limits, or coverages may result in changes in rates and/or account pricing. Additionally, due to the expense of processing and servicing this account, in the event this quote is not accepted in its entirety, we reserve the right to reprice and reunderwrite this quote.

The policies will also be subject to all state-mandated endorsements.

At our discretion, we may decide to perform an interim test audit during the upcoming policy period to verify the adequacy of the exposure estimates that have been provided to us. If we decide to perform an interim test audit, a Travelers Auditor will contact the insured at the appropriate time to set up an appointment. The results of any interim test audit that we perform will be shared with you as soon as possible after the audit report has been completed.

As Broker/Agent you will be responsible for being aware of and complying with the various legal requirements associated with countersignature in various jurisdictions covered in the policies.

Property coverage form index

Policy Number 630-0T02195A

Coverage and amendments

DESCRIPTION	FORM NUMBER
TABLE OF CONTENTS - DELUXE PROP COV PART	DX 00 04 11 12
NEW YORK CHANGES	DX 01 65 05 18
NY CHANGES - FUNGUS, WET ROT, DRY ROT	DX 03 16 11 12
DELUXE PROP COV PART DECLARATIONS	DX T0 00 11 12
DELUXE PROPERTY COV PART SUPPL DEC (NY)	DX T0 02 12 95
DELUXE PROPERTY COVERAGE FORM	DX T1 00 11 12
DELUXE BI (AND EE) COVERAGE FORM	DX T1 01 11 12
CAUSES OF LOSS-EARTHQUAKE	DX T3 01 11 12
CAUSES OF LOSS - BROAD FORM FLOOD	DX T3 02 11 12
SPOILAGE COVERAGE EXTENSION	DX T3 15 11 12
CAUSES OF LOSS-EQUIPMENT BREAKDOWN	DX T3 19 11 12
UTILITY SERVICES-DIRECT DAMAGE	DX T3 85 11 12
ELECTRONIC VANDALISM LIMITATION ENDT	DX T3 98 04 02
FEDERAL TERRORISM RISK INSURANCE ACT DIS	DX T4 02 01 21
PUBLIC ENTITY PROPERTY EXTENSIONS	DX T4 47 11 12

Package common coverage form index

Policy Number 630-0T02195A

630 Common coverage and amendments

DESCRIPTION	FORM NUMBER
NEW YORK CHANGES-FRAUD	IL F0 02 03 99
NEW YORK CHANGES - CALCULATION OF PREM	IL F0 11 04 98
NY-EXCL OF LOSS DUE TO VIRUS OR BACTERIA	IL F0 63 05 13
NY CHGS-REF TO SUPERINTENDT AND INS DEPT	IL F1 01 05 20
ACTUAL CASH VALUE - NEW YORK	IL F1 53 12 22
COMMON DEC	IL T0 02 11 89
LOCATION SCHEDULE	IL T0 03 04 96
COMMON POLICY CONDITIONS-DELUXE	IL T3 18 07 07
EXCLUSION OF CERTAIN COMPUTER LOSSES	IL T3 55 05 13
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12 03 15
CAP ON LOSSES FROM CERT ACTS OF TERRORIS	IL T4 14 01 21
PROTECTION OF PROPERTY	IL T4 40 10 20
NY CHANGES - CANCELLATION & NONRENEWAL	IL T9 21 01 14
FLOOD POLICYHOLDER NOTICE	PN T0 53 12 13
JURISDICTIONAL INSPECTIONS NOTICE	PN T1 89 06 99
NOTICE INDEPENDENT AGENT AND BROKER COMP	PN T4 54 01 08
NOTICE NY HAZARDOUS MATERIAL REPORT	PN T5 74 09 22
IMP NOT-FREE TRADE ZONE CLASS 1 AND 2-NY	PN T9 75 03 13

Inland Marine coverage form index

Policy Number 630-0T02195A

Coverage and amendments

Inland Marine

DESCRIPTION	FORM NUMBER
COMMERCIAL INLAND MARINE CONDITIONS	CM 00 01 09 04
NEW YORK CHANGES	CM 01 04 09 15
CONTRACTORS EQUIPMENT COVERAGE FORM DEC	CM B0 96 01 21
CONTRACTORS EQUIPMENT SUPPLEMENTAL DEC	CM B0 97 01 21
TABLE OF CONTENTS	CM T0 11 08 05
CONTRACTORS EQUIPMENT COVERAGE FORM	CM T2 42 01 21
FEDERAL TERRORISM RISK INSURANCE ACT DIS	CM T3 98 01 21
FLOOD EXCLUSION	CM U3 50 01 21
EARTH MOVEMENT EXCLUSION	CM U3 66 01 21

Berkley Environmental
a Berkley Company

AMWINS
PROGRAM UNDERWRITERS
E-mail: apu.tanksandpollution@amwins.com
Fax: (717) 214-2801

QUOTATION

Date: 12/07/2023

Producer Information:
USI Insurance Services
855 Route 146
Clifton Park, NY 12065

Attn: Michael Karl

Quote Number: 541537-1

Submitted Risk Information:
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306

Expiring Policy No.: CST2013725-18

We are pleased to offer this quotation based on the information submitted. The policy forms and endorsements quoted may not be standard industry forms. These forms are available for your review. The terms and conditions offered may differ from your prior policy and from what you requested in your submission.

Nautilus Insurance Company (A.M. Best Rating A+ XV)

Coverage Form: TankAdvantage Pollution Liability Insuring Agreement - ENV CST 101 A CW 03 18

LIMITS OF INSURANCE:

Coverage Description	Per Claim	Total All Claims
Coverage A & B: Covered Storage Tank Systems Cleanup Costs and Third Party Bodily Injury and Property Damage Liability	$ 1,000,000	$ 2,000,000
Coverage E: Defense	$ 250,000	$ 250,000

RETENTIONS:

Coverage A & B: Covered Storage Tank Systems Cleanup Costs and Third Party Bodily Injury and Property Damage Liability	$ 10,000 Deductible Per Claim

Policy Term:	January 01, 2024 to January 01, 2025	
Minimum Annual Premium:	100.00 %	
Deposit Premium:	100.00 %	
Minimum Earned Premium:	25.00 %	
Policy Premium:	$ 3,500	
Terrorism Additional Premium:	$ 35	(1.00% of Annual Premium)
Total Policy Premium:	$ 3,535	(The Total Policy Premium provided within this quote proposal does not include any applicable surplus lines taxes and/or fees.)

AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE IF WE WRITE THIS POLICY

You are not authorized to issue Certificates of Insurance. Certificates of Insurance may only be issued as a matter of information or proof of financial responsibility for storage tank owners and/or operators. Certificates of Insurance do not amend, extend or alter coverage afforded under this policy. We do not recognize Certificates of Insurance as endorsement or policy change requests. You must submit a separate written request if an endorsement or policy change (including the addition of additional insured coverage or other coverage) is required.

DRAFT

MODIFICATIONS:

1. Per your information, the installation dates for covered storage tank systems #2 & #3 at covered location #1 have been revised to 8/1/1997.
2. Due to the age of the covered storage tank systems at covered location #1, an Amendment of Retention endorsement applies to the offer of renewal. Please review the endorsement very carefully.
3. Per your request, storage tank systems #3A, #4A, and #5 have been added to the offer of renewal at covered location #1.

THIS QUOTATION IS SUBJECT TO RECEIPT AND REVIEW OF THE FOLLOWING INFORMATION WITHIN THE SPECIFIED TIMEFRAME. UPON RECEIPT AND REVIEW OF THE ITEMS LISTED BELOW, WE RESERVE THE RIGHT TO MODIFY THESE TERMS AND CONDITIONS IN ACCORDANCE WITH OUR UNDERWRITING GUIDELINES.

- Required for Underground Storage Tank Systems Greater Than 20 Years Old -- Copies of passing TANK AND LINE test results using one of the EPA approved tank and line testing methods from within the last 3 consecutive months. Passing annual tank and line testing reports performed by a third party from within the last 12 months is also acceptable. 'Safe suction' piping does not require line testing. Required Prior to Binding.
- Complete the NY Part C, Affidavit by Producing Broker, and the Notice of Excess Line Placement/Total Cost Form. Required Prior to Binding.
- Signed and dated TRIA Letter. All electronic signatures must be verified e-signatures. Required Prior to Binding.
- For the newly added storage tank systems at covered location #1 - Sections 4 & 5 of the new business application fully completed with all warranty questions answered under those sections. The application must also be signed and dated. Required Prior to Binding.

STANDARD TERMS AND CONDITIONS:

1. All policies are 25.00% minimum earned upon binding.
2. Premium is due 20 days from the effective date of coverage.
3. Premium is 100.00% Minimum and 100.00% Deposit.
4. In compliance with the Terrorism Risk Insurance Program Reauthorization Act of 2015 effective January 12, 2015, terrorism coverage under the Act can be included for an additional premium. The completed and signed Policyholder Disclosure Notice of Terrorism Insurance Coverage must be returned at the time of binding.
5. The billing plan offered is Full Pay.
6. Unless specifically outlined, please be aware that there are no Additional Insured(s) and/or Additional Named Insured(s) included within this proposal for coverage.
7. The premium(s) provided in this proposal is based on the submitted information received to date and is subject to change based upon receipt of the underwriting information requested in the Subjectivities section of this quote proposal.
8. This quote is valid through 01/01/2024.
9. Nautilus Insurance Company is an approved, Non-admitted carrier in the State of New York; therefore, the broker is responsible for all surplus lines filings and tax requirements.

This quotation was prepared for USI Insurance Services and outlines the coverages, terms and conditions offered by the company. Please review this document, as it may differ from the coverages, terms and conditions requested within the submission.

Please feel free to contact me at (717) 214-7577 or mason.klaus@amwins.com with any questions.

Best Regards,

Mason Klaus
Senior Program Underwriter

Amwins Program Underwriters, Inc.
1250 Camp Hill Bypass
Suite 104
Camp Hill, PA 17011
Phone: (717) 214-7577
Fax:
E-mail: mason.klaus@amwins.com
For CA Residents: https://www.berkley.com/privacy#californiaConsumerPrivacyPolicy

DRAFT

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of $ 35 (Quote No. 541537-1 Option 1).
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

_____
Policyholder/Applicant's Signature

_____
Print Name

_____
Date

Nautilus Insurance Company
Insurance Company

_____
Policy Number

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Berkley Environmental
| a Berkley Company
E-mail: Tanks@berkleyenvironmental.com
Fax: (888) 201-8109

AMWINS™
PROGRAM UNDERWRITERS
E-mail: apu.tanksandpollution@amwins.com
Fax: (717) 214-2801

Storage Tank Pollution Liability Application

This application is for a policy providing coverage on a claims made and reported basis. Payment of defense costs may erode the limits of liability depending upon the coverage listed and provided in the Declarations.

Instructions	
▪ Please print clearly or type. ▪ Answer all questions completely. If any question(s) does not apply, enter "N/A" in the space provided. ▪ Complete Section 4 for each location. ▪ Complete Section 5 for each storage tank system.	▪ If additional space is needed to answer any question, attach details on a separate sheet using the first Named Insured's letterhead and reference the applicable section number. ▪ This application must be signed and dated by an authorized Owner, Principal, Partner, Director or Risk Manager of the first Named Insured.
Please submit the following information in addition to this application.	
▪ Any environmental surveys; assessments; audits; storage tank inspections performed at any of the locations to be considered. Check box if none available: ☐ ▪ If requesting a retention amount greater than $25,000, submit the past two years of complete financial statements.	▪ To receive credit for retroactive dates, please submit the expiring carriers Declarations Page, Schedule of Forms, Schedule of Covered Locations and Covered Storage Tanks AND three years of currently valued pollution loss runs. Check box if none available: ☐

Request (select one)	☐ New	☐ Renewal	☐ Endorse

Section 1. Applicant Information					
Applicant Name or Named Insured					
Address					
City		State		ZIP	
Name of Contact		Title			
Telephone		E-mail			
Fax		Website			
Federal Employee Identification Number (FEIN)	-	Company is			

Standard Coverage					
Yes	**No**	**Desired Storage Tank Coverage**	**Yes**	**No**	**Desired Location Coverage**
☐	☐	Storage tank system cleanup	☐	☐	Site specific cleanup
☐	☐	Storage tank system third party bodily injury & property damage	☐	☐	Site specific third party bodily injury & property damage

Optional Coverage					
Yes	**No**		**Yes**	**No**	
☐	☐	Amended spills and overfills coverage	☐	☐	Natural resource damages
☐	☐	Business interruption	☐	☐	Off-site operations pollution liability coverage
☐	☐	Dedicated limits per location	☐	☐	Waste transportation liability coverage
☐	☐	Excess of state storage tank fund(s)	☐	☐	Non-owned disposal locations liability coverage
☐	☐	Other:			

Limits	Per Claim	Total All Claims	Retention	
Requested Limits	$	$	Type	☐ Deductible ☐ SIR
Requested Defense Limits	$	$	Requested Amount	$

Desired Policy Term	☐ One Year	☐ Two Years	☐ Three Years	Proposed Effective Date	

Section 2. Producer Information					
Producer				Commission	%
Address					
City		State		ZIP	
Contact		Title			
Telephone		Fax			
Email		Website			
Surplus Lines License Number		License State			

If surplus lines producer information is different than the producer information listed above, complete the following:					
Surplus Lines Producer					
Address					
City		State		ZIP	
Contact		Title			
Telephone		Fax			
Email		Website			
Surplus Lines License Number		License State			

Section 3. Other Insured's Information	☐ Check this box if this section does not apply.	
Other Insured entity name		
Relationship with applicant		
Other Insured's type of operation		
*If more than two (2) other insured entities are requested, submit the above underwriting information for each additional entity.		

Section 4. Location Information					
Location Name		Location Identification Number			
Address		☐ Check box if same as applicant address			
City		State		ZIP	
Contact		Title			
Telephone		Fax			
Email					
Type of Operation		Number of year's location has operated as such.			
Location owner	☐ Same as Applicant ☐ Other:	Location operator	☐ Same as Applicant ☐ Same as Owner ☐ Other:		

Yes	No	Location
☐	☐	1. Have you ever had any pollution claims for bodily injury, property damage or cleanup costs including, but not limited to, claims by private persons, public entities, governmental agencies or other third parties? If "yes", provide an explanation and attach copies of applicable reports.
☐	☐	2. Are you aware of any waste materials that have been disposed of or buried on or at this location? If "yes", provide details:
☐	☐	3. Do you have a Spill Prevention Control & Countermeasure (SPCC), Emergency Response or Storage Tank Management plan for this location? If "yes", attach a copy of applicable documents.
☐	☐	4. Are there any abandoned, temporarily out of service, empty, out of use or inactive storage tank systems at this location? If "yes", provide details:
*If coverage for more than one (1) location is requested, submit a completed Section 4 for each additional location.		

Section 5. Storage Tank System Information		☐ Check this box if this section does not apply.	
Location Identification Number			
Number of USTs at this location		Number of ASTs at this location	

Storage tank system owner	☐ Same as Applicant ☐ Other:	Storage tank system operator	☐ Same as Applicant ☐ Same as Owner ☐ Other:

Yes	No	Storage Tank System(s)
☐	☐	1. At the time of signing this application, do all storage tank systems comply, at a minimum, with the United States Environmental Protection Agency's (US EPA) requirements regarding construction, overfill/spill protection and leak detection for tanks, piping and dispensing systems? If "no", provide details:
☐	☐	2. Do you have plans to upgrade, repair, remove or replace any of the storage tanks submitted for coverage in the next twelve (12) months? If "yes", attach a detailed description of the planned activities with a timeline for activities to be completed.
☐	☐	3. Do you use a remote monitoring system with an outside vendor, who receives an alarm when a release occurs and is responsible for notifying the appropriate parties? If "yes", provide:
		Name of Firm:
		Contact: Telephone:
☐	☐	4. Are there any tanks at this location that are not registered with the applicable state regulatory agency or that are not included within this application? If "yes", provide details:
☐	☐	5. Is the most recent annual storage tank site inspection report available? If "yes", attach a copy.

Tank Details

Tank Id				
Type	☐ UST ☐ AST	☐ UST ☐ AST	☐ UST ☐ AST	☐ UST ☐ AST
Original Installation Date				
Capacity (gallons)				
Contents				
Construction	☐ SW ☐ DW	☐ SW ☐ DW	☐ SW ☐ DW	☐ SW ☐ DW
Is tank equipped with secondary containment?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Piping Construction	☐ SW ☐ DW		Diameter (inches)	
			Length (feet)	

Spill bucket installation date		Date of most recent spill bucket testing		Date of most recent spill bucket repair	
Average monthly thru put (gallons)		Automatic fuel delivery	☐ Yes ☐ No	Frequency of fuel delivery	

*If coverage for more than four (4) storage tanks is requested, submit a completed Section 5 for each additional storage tank.

Section 6. Compliance History and Future Plans					
Yes	**No**				
☐	☐	1. During the past five (5) years, have you been cited or prosecuted for any violation of any applicable environmental law and/or federal, state or local regulation arising from the release or spill of hazardous substances, hazardous waste or any other pollutants? If "yes", provide details:			
☐	☐	2. Are there any statutes, standards, or other city, state and/or federal regulations relating to the protection of the environment with which you cannot at the present comply with? If "yes", provide details:			
☐	☐	3. Have you been subject to third party claims as a result of a pollution event from a non-owned disposal facility? If "yes", provide details:			
☐	☐	4. Do you perform any operations off-site? If "yes", provide details:			
☐	☐	5. Do you have an outside contractor, firm or one person who is responsible for environmental and/or compliance management services? If "yes", provide:			
		Name of Firm		Contact	
		Phone Number		E-mail	
☐	☐	6. Are there any future plans to sell or sublease any of the locations and/or storage tank systems submitted for coverage? If "yes", provide details:			
☐	☐	7. Are there any plans for future development, improvement, excavation, betterment, demolition or plans for changes at any of the locations submitted for coverage? If "yes", provide details:			

Section 7. Notice to Applicant	
The applicant represents that the above statements and facts are true and that no material facts have been suppressed or misstated. Completion of this form does not bind coverage. Applicant's acceptance of the company's quotation is required prior to binding coverage and policy issuance. The coverage applied for is solely as stated in the policy and any endorsement thereto, which provides coverage for cleanup costs, bodily injury and property damage liability coverage for claims first made against the insured and reported to the insurer, in writing, during the policy period. All written statements and materials furnished to the company in conjunction with this application are hereby incorporated by reference into this application and made a part hereof. The applicant further acknowledges that the answers provided herein are based on a reasonable inquiry and/or investigation.	
Applicant Signature	
Printed Name	
Title	
Date	

FRAUD WARNING

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

NOTICE TO ARKANSAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO CALIFORNIA APPLICANTS: For your protection California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claiming with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of regulatory agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on a application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO RHODE ISLAND: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO TENNESSEE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO VIRGINIA APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits

NOTICE TO ALL OTHER STATE APPLICANTS: Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or, for the purpose of misleading, conceals information concerning any fact material thereto, may commit a fraudulent insurance act which is a crime in many states.

The applicant represents that the above statements and facts are true and that no material facts have been suppressed or misstated.

Completion of this form does not bind coverage. Applicant's acceptance of the company's quotation is required prior to binding coverage and policy issuance.

All written statements and materials furnished to the company in conjunction with this application are hereby incorporated by reference into this application and made a part hereof.

Berkley Environmental
a Berkley Company

AMWINS
PROGRAM UNDERWRITERS
E-mail: epp.tanksandpollution@amwins.com
Fax: (717) 214-2801

Customer Summary Per Location

Named Insured: Town of Rotterdam
Quote Number: 541537-1
Effective Date: 01/01/2024
Expiration Date: 01/01/2025

Option 1 - Quote option 1:

Total No. of Locations	Total No. of Tanks	Total Policy Premium	Total Premium W/ TRIA	Total TRIA Premium
3	7	$ 3,500.00	$ 3,535.00	$ 35.00

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
1	Town of Rotterdam Highway Department	54 Duansburg Road Rotterdam, NY 12306	5	$ 2,997.00	$ 3,026.97	$ 29.97

Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
2	UST	08/01/1997	6,000	Gas	12/31/2008	12/31/2008
3	UST	08/01/1997	6,000	Diesel	12/31/2008	12/31/2008
3A	AST	02/24/2014	275	New Lube Oil	Policy Inception	Policy Inception
4A	AST	02/24/2014	275	Hydraulic Oil	Policy Inception	Policy Inception
5	AST	01/10/2020	300	Waste Oil	Policy Inception	Policy Inception

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
2	Town of Rotterdam Water Dep't	49 Rice Road Rotterdam, NY 12306	1	$ 331.00	$ 334.31	$ 3.31

Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	AST	09/01/1990	2,000	Diesel	12/31/2008	12/31/2008

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
3	Waste Water Treatment Plant, Sewer Dept.	26 W Campbell Road Rotterdam, NY 12306	1	$ 172.00	$ 173.72	$ 1.72

Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	AST	11/30/2015	500	Diesel	03/31/2016	03/31/2016

POLICY CHANGES

POLICY CHANGE NUMBER:

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
	1/1/2024	Nautilus Insurance Company
NAMED INSURED Town of Rotterdam 1100 Sunrise Blvd Rotterdam, NY 12306		**AUTHORIZED REPRESENTATIVE**
COVERAGE PARTS AFFECTED: Coverage A & B: Covered Storage Tank Systems Cleanup Costs and Third Party Bodily Injury and Property Damage Liability Coverage E: Defense		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amendment of Retention

In consideration of the payment of premium by the **Named Insured**, we agree, subject to all the terms, exclusions and conditions of the policy that the following **TankAdvantage Pollution Liability** coverage form modifications shall apply:

Form ENV CST DEC 03 11 is amended to read:

RETENTIONS:

Coverage A & B: Covered Storage Tank Systems Cleanup Costs and Third Party Bodily Injury and Property Damage Liability - $25,000 Deductible Per Claim

This amendment shall apply to all **covered storage tank systems** at **covered location #1**, 54 Duansburg Road Rotterdam, NY 12306.

All other terms and conditions remain unchanged.

RESOLUTION NO. 365.23

TO AUTHORIZE COMPENSATION TO JEFFREY R. COLLINS

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 compensation to Jeffrey R. Collins for his loss incurred resulting from the correction of Deferred Compensation contributions for the period of August 15, 2019 through September 8, 2022, in the amount not to exceed five hundred thirty-six and 88/100 ($536.88) dollars.

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

DATED: December 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: December 7, 2023

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Settlement of a Claim

TOWN BOARD MEETING: December 13, 2023

Background Information: In 2019 the Town offered a Roth option to the NYS Deferred Compensation Program that provided a post-tax contributions option. The new Roth deduction code that was established continued to take pre-tax contributions rather than post-tax. The deduction code was corrected for all future contribution beginning in September of 2022 when the issue was first recognized.

Evaluation/Analysis: Jeffrey R. Collins was the earliest and largest contributor to the Deferred Compensation program and consequently will experience the greatest tax impact from the correction of contributions from pretax to post tax as authorized by the Town Borad.

Recommendation(s): Compensate Jeffrey R. Collins for his $536.88 loss incurred resulting from the correction of Deferred Compensation contributions for the period of August 15, 2019 through September 8, 2022.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

RESOLUTION NO. 366.23

TO AUTHORIZE AN AGREEMENT WITH PRIME AE FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE WATER DISTRIBUTION SYSTEM UNIVERSAL METERING INITIATIVE IMPLEMENTATION PLAN

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 Prime AE, located at 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, to provide Professional Engineering Services related to the Town of Rotterdam Water Distribution System Universal Metering Initiative Implementation Plan, in the amount not to exceed fifty-seven thousand eight hundred and 00/100 ($57,800.00) dollars.

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

DATED: December 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Albany Office
100 Great Oaks Boulevard, Suite 114, Albany, NY 12203
P: 1.833.723.4768

December 7, 2023

Mollie Collins
Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
Water Metering Plan Update
Proposal for Engineering Services

Dear Mrs. Collins:

KB Group of NY, Inc. dba PRIME AE Group of NY (PRIME AE) is pleased to submit this Proposal to provide Professional Engineering Services related to the above referenced project. The Town of Rotterdam Water Distribution System Universal Metering Initiative Implementation Plan ("Plan") dated December 30, 2019 and revised June 15, 2020 as prepared by PRIME AE Group of NY was developed to address the additional requirements imposed by NYSDEC on the Town's Water Withdrawal Permit in October of 2019 in response to the Town's request to increase the water withdrawal amount from 10 MGD to 12 MGD. Condition #19 of the revised permit required the Town to prepare and "submit a plan for Department review and comment that outlines the steps to be taken to comply with" four other conditions of the permit as stated below:

- Metering all sources and customers (Condition #14)
- Meter calibration (Condition #15)
- Conducting Water Audits (Condition #17)
- Developing a Leak Detection and Repair Program (Condition #18)

The Plan was developed as an outline of the program as required by NYSDEC and was approved by NYSDEC on January 6, 2022. The NYSDEC has recently asked the Town to update the Plan, the project schedule and review the cost estimates as the Plan is almost two years old. We propose the following scope of engineering services:

A. Base Services

1. PRIME AE will review existing reports, correspondence, and documents from the original Plan preparation.
2. PRIME AE will review updated water system information, including water district user rolls as provided by the Town. We will utilize the information to prepare excel spreadsheets by class (residential, commercial, industrial, institutional) that includes existing known information such as: Account No.; Service Area/Zone; Property Owner(s); Service Address; Billing Address; Tax ID; and we will include headings for future information to be collected, including: Meter Size; Meter Pit (Yes/No); slab on

grade properties (i.e. Cold Brook); Meter Encoder Number (data added during construction); Expansion Tank (Yes/No); PRV (Yes/No); others to be identified.

3. PRIME AE will provide recommended updates to the body of the Metering Plan, with special focus on the Leak Detection and Repair Program that PRIME AE has begun under a separate contract with the Town (progress to date and work plan for 2024).
4. PRIME AE will develop updated, detailed cost estimates for meter purchase and installation and other incidentals, such as meter reading software and hardware, ball valves, meter yoke, dual check valves, expansion tanks and residential pressure reducing valves (areas with pressure above 75 psi). Types of water meters will be reviewed, and a recommendation made. Automatic Meter Reading (AMR) technology such as mobile (drive by with zones or routes) and Automatic Meter Infrastructure (AMI) technology utilizing (towers) will be evaluated at a high level (conceptual) for reading of meters to determine pros and cons and order of magnitude cost estimates. A detailed cost estimate will be prepared based on the recommended technology and data from the spreadsheet(s) developed in item 2 above.
5. PRIME AE will prepare an updated schedule for meter plan implementation (Plan Table 1).
6. PRIME AE will advise of different methods of allocating water system costs to customers per AWWA Manual M1, recommend the method that best suits the Town of Rotterdam and advise of the steps required to perform a water rate study (to be performed at a later date).
7. PRIME AE will further develop the Town requirements and cost estimates associated with implementation of the Metering Plan, meter administration (new department/sub-department, personnel required, special truck for maintenance, special vehicle to read meters), meter maintenance (personnel required) and budget required to manage the metering system.
8. PRIME AE will incorporate the above information into a revised Metering Plan or Amendment to the Plan for review by the Town.
9. PRIME AE will meet with Town representatives to review the Plan and will make revisions, as necessary.
10. PRIME AE will submit the Metering Plan update to NYSDEC and will address one round of comments.
11. PRIME AE will advise of anticipated CFA funding eligibility of the metering project and prepare a GIGP grant application for 2024 submission. This includes the preparation of the required Preliminary Engineering Report in DEC/EFC format.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed **$57,800.00**, to be billed monthly on a percentage complete basis.

C. Exceptions and Limitations: A Water Rate Study, meter calibration, and conducting water audits are not included in this proposal.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

Douglas P Cole

Douglas P. Cole, P.E.
Senior Director of Engineering

Enclosure: Standard Terms & Conditions

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:	AGREED TO BY KB GROUP OF NY, INC. DBA PRIME AE GROUP OF NY:
	Douglas P Cole
Mollie Collins, Supervisor	Douglas P. Cole, P.E. – Senior Director of Engineering
DATE:	DATE: 12/7/2023

1. **General**. These Standard Terms & Conditions ("ST&C"), together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

2. **Performance of Services**. PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors or consultants. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

3. **Right of Entry**. Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

4. **Modification**. This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these ST&C and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these ST&C shall govern.

5. **Compensation**. Fees are quoted for present calendar year and will be subject to escalation on January 1st each year thereafter as determined by PRIME AE. The Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices terms are net cash, due and payable upon receipt of invoice. Full payment of all invoices will be due before release of final deliverables. The Client shall notify PRIME AE in writing of any disputed amount within seven (7) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, upon written notice to Client, suspend services under this Agreement. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Upon suspension, Client shall pay all undisputed fees before PRIME AE continues any performance of services or delivery of any deliverables. In the event PRIME AE employs the services of any attorney or collection agency to collect any sums due hereunder or to enforce any terms contained herein, Client agrees to pay reasonable attorney's fees and court costs incurred by PRIME AE to collect outstanding fees.

6. **Insurance**. PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to provide at its own expense, Comprehensive General Liability insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 in the aggregate; Professional Liability insurance in the amount of $1,000,000 per claim and $2,000,000 in the aggregate; Automobile Liability insurance with a combined single of $1,000,000 per occurrence; and will, upon request, furnish insurance

certificates to Client reflecting PRIME AE's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.

7. **Confidentiality**. PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

8. **Ownership of Documents**. All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a written specific use license. Any reuse or distribution of Instruments to third parties, without such express written specific use license will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from use without a written special use license. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

9. **Suspension of Services and Termination**. Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than thirty (30) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, or acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed as of the date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify, defend and hold PRIME AE harmless from any claim or liability resulting from any suspension or termination.

10. **Force Majeure**. Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, cyber-attacks, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its

personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

11. **Mutual Waiver of Consequential Damages**. Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

12. **Design Services During Construction (DSDC)**. If PRIME AE provides DSDC during the construction phase of the project, it is understood that the purpose of such services, including project site visits, will be to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will generally conform to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incidental to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's DSDC includes shop drawing review or requests for information as set forth in PRIME AE's proposal, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which PRIME AE's proposal and scope of services require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of construction, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction. If DSDC is not included in the proposal, and the Client requests DSDC from PRIME AE, PRIME AE shall be entitled to additional compensation at its standard rates and fees.

13. **Certifications**. PRIME AE shall not be required to sign any documents, no matter by whom requested, including for Client to obtain financing, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty, or agree to terms that are in conflict with these ST&C.

14. **Reliance**. PRIME AE shall be entitled to rely, without limitation or liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for PRIME AE's independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, defend and hold harmless PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by PRIME AE or others due to PRIME AE's reliance on such information contemplated under this Section 14.

15. **Opinion of Probable Costs**. When required as part of its scope of services outlined in its proposal, PRIME AE will furnish opinions of probable cost, but does not

guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment in accordance with the Standard of Care. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

16. **Limitation of Liability**. Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project and an estimated total fee for PRIME AE's scope of services, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' parent company, officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's scope of services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, regulatory fines or court judgments shall be limited to an amount of $50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these ST&C by an authorized representative of PRIME AE.

17. **Dispute Resolution**. If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. **Precedence**. These ST&C shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

19. **Severability**. If any of these ST&C are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these ST&C to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

20. **Survival**. These ST&C shall survive the completion of PRIME AE's services on the project and the suspension or termination of services for any cause.

21. **Governing Law**. The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of Maryland or State of Ohio without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

22. **Assignment**. No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.

RESOLUTION NO. 367.23

TO NEGOTIATE AND EXECUTE AMENDMENT #3 WITH BARTON AND LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE SALT SHED STORAGE AND YARD WASTE PROCESSING FACILITY

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment #3 with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205, for additional Construction Phase Services for the Salt Shed Storage and Yard Waste Processing Facility, in the amount not to exceed fifty thousand and 00/100 dollars ($50,000.00).

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

DATED: December 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:	December 8, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	Authorize Amendment No. 3 for Engineering Services for the Salt Shed Storage and Yard Waste Processing
TOWN BOARD MEETING:	December 13, 2023
Background Information:	Barton & Loguidice is the Engineer performing the design, bidding construction services for the Salt Storage and Yard Waste Processing Facility.
Evaluation/Analysis:	Barton & Loguidice will be providing additional Construction Phase Services to complete the Salt Storage and Yard Waste Processing Facility.
Recommendation(s):	Authorize the Supervisor to sign Amendment #3 not to exceed $50,000.00.
Attachment/Document(s):	Amendment #3 dated November 1, 2023, Revised December 7, 2023
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Barton & Loguidice

SENT VIA E-MAIL

November 1, 2023; Revised December 7, 2023

Mollie A. Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: Town of Rotterdam Salt Storage and Yard Waste Processing Facility
Amendment No. 3

File: 904.035.002

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) has provided to date engineering services for the Town of Rotterdam Salt Storage and Yard Waste Processing Facility project in accordance with our original agreement ("Original Agreement") dated April 14, 2020, Amendment No. 1 dated October 7, 2021, and Amendment No. 2 dated August 22, 2022. As outlined below, B&L has completed additional construction phase services due to changes in the project scope and requests by the Town.

Scope of Additional Services

The following Scope of Additional Services has or will be performed in accordance with the technical assumptions herein.

Task 1: Additional Construction Phase Services

1. The Original Agreement included one (1) construction phase meeting to be held at the beginning of construction (i.e. preconstruction meeting). A total of eleven (11) meetings have been held to date including the preconstruction meeting and ten (10) progress meetings.
2. A total of 120 hours of onsite construction observation was included in the Original Agreement and Amendment No. 2. To date, onsite observation hours have totaled 214 hours through October 27, 2023, including 36 SWPPP inspections, due to increase in contract times, additional contractor scope of work, and re-inspection of corrected work.
3. The construction contract times were originally estimated to consist of 90 days of onsite construction and an additional 60 days of punch list and closeout for a total construction contract period of five (5) months. Contract times commenced to run on October 26, 2022. Contract times have been extended via change order to substantial completed by November 17, 2023 and readiness for final payment by January 16, 2024. This represents a total construction contract period of fifteen (15) months. The extension of contract times has resulted in additional construction administration services and SWPPP inspections (as noted under item 2, above).
4. Under separate agreement with the Town, William M. Larned & Sons, Inc. used the project site for access to the westerly adjacent parcel to conduct excavation and site grading activities. In

order to coordinate shared access and use of the Town-site by the Town, Larned, and the Town's construction contractors, B&L conducted site meetings and correspondence between all parties.

5. During test pit excavations completed by the Town's contractor, it was determined that the existing natural gas main at the front of the property was installed with less the 12 inches of cover and would be in conflict with site design requirements. B&L completed coordination with National Grid, including site meetings, to facilitate the relocation of the existing gas line at an appropriate burial depth within the limits of project disturbance.
6. During preconstruction discussions with the Town's contractor, it was determined that the existing telecommunication poles and overhead lines would create construction access issues due to their very low clearance height. B&L completed coordination with Verizon, including site meetings, to facilitate the removal of the existing telecommunication poles and overhead lines within the limits of project disturbance.
7. At the request of the Town's contractor, B&L analyzed a proposed change to the fire hydrant lateral shown on the plans from open trench, ductile iron to horizontal directional drill, HDPE including completing hydraulic calculations and preparing technical specifications for the field change. Due to a previously unmarked water transmission main in the center of West Campbell Road, the Contractor was not able to install the hydrant via directional drilling.
8. At the request of the Town, B&L prepared construction drawings for a water main extension from the proposed hydrant lateral to the anticipated location of the future Town highway garage. B&L conducted hydrant testing along West Campbell Road, completed a hydraulic analysis for the main extension, and prepared plans, profiles, and details for the water main. B&L additionally coordinated and reviewed the contractor change order to the contract with the Town's contractor and completed full-time construction observation during installation of the water main extension.
9. At the request of the Town, B&L evaluated alternative exterior siding materials for the gable ends of the salt storage facility to minimize long term maintenance. After recommending standing-seam metal for the siding, B&L completed change order negotiations with the Town's contractor.
10. Due to Town concerns with the necessary expansion and construction joints for the concrete pavement loading area on site, B&L evaluated alternative pavement options for the loading area including value engineering to result in a net zero change order to the construction contract.
11. Prepare completed construction drawings of the installed work after construction is complete based on contractor red line drawings. Of particular interest is the underground utilities for future reference for the Town.

Fee for Additional Services

B&L proposes to complete the Scope of Additional Services described herein for a time and expense fee not to exceed $50,000, as broken down below, in accordance with the terms and conditions of the Original Agreement.

• Additional Construction Administration Services	$ 26,000
• Additional Construction Observation Services	$ 11,500
• Hydrant Lateral and Water Service Engineering and Design	$ 7,500
• Completed Construction Drawings	$ 5,000

Pending approval of this amendment, the total B&L fee to date on this project is $170,100. Construction costs total $1,821,137.55, resulting in a professional service fee of approximately 9.3%.

We sincerely appreciate the opportunity to be of continued service on this project. If this supplement is acceptable, please sign the authorization below and return a copy to our office. If you have any questions or wish to discuss any portion of this proposal, please contact me at (518) 218-1801 or dfletcher@bartonandloguidice.com.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

RBW/

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 Terms and Conditions of our Original Agreement.

_____ _____

Mollie A. Collins, Town Supervisor
Town of Rotterdam

Date

RESOLUTION NO. 368.23

TO CREATE FUND LINE H133 FOR KIWANIS BOAT LAUNCH EXPENDITURES

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 establish Capital Project H133 (Kiwanis Boat Launch) to allow for the proper recording of all associated revenues and expenditures.

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

DATED: December 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org
240

LEGISLATIVE REQUEST FORM

DATE: December 7, 2023

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Creation of Capital Project H133 – Kiwanis Boat Lauch

TOWN BOARD MEETING: December 13, 2023

Background Information: H133 will be partially funded by ARPA funds ($31,240.46) and the New York Department of State Contract #C1002040 ($225,000.00) Grant Program EPF LWRP

Evaluation/Analysis: Establishing Capital Project H133 (Kiwanis Boat Launch) will allow for the proper recording of all associated revenues and expenditures.

Recommendation(s): Approve the Capital Project line H133

Attachment/Document(s): NYDOS Contract

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

CONTRACT SUMMARY

Name of Recipient:	Rotterdam (T)	Contract number:	C1002040
Grant Program:	2021 EPF LWRP	CFA number:	110470
Project Manager: Lisa '		Admin:	Meg Bowers
Supervisor: Stephanie '		Match Percentage:	25%

Grant Award:	$	225,000.00
Match Amount:	$	75,000.00
Total Project Amount:	$	300,000.00

Title of Project: Design and Construction of Kiwanis International Park Waterfront Access

Description of Project: The Town of Rotterdam will design and construct waterfront access improvements at Kiwanis International Park on the Mohawk River. Improvements include the installation of a kayak launch, floating docks, a bulkhead along the shoreline, and landscaping. These improvements will expand water-dependent activities and promote public access to the Town's waterfront.

RESOLUTION NO. 369.23

TO AMEND RESOLUTION 296.21 RELATING TO THE USE OF ARPA FUNDS

WHEREAS, by Resolution No. 349.23 adopted on November 15, 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 ($136,700.00) paid from the fund 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); and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant paid from the fund lines S28130 2000 ($44,965.61) and S28120 2000 ($14,988.54) ($59,954.15); and to fund the Special Improvements Area Curry Road Sewer Improvement Project paid from the fund line H125 Capital Projects ($250,000.00); and to fund the Sartoli Avenue and Rome Avenue Drainage Improvements Project paid from the fund line H126 Capital Projects ($150,000.00); and to fund the repairs to the Route 5S Fire Hydrants paid from the fund line H132 - Route 5S Safety Improvements Capital Projects ($75,000.00); and to fund the purchase of Police Vehicles paid from the fund line A3120 2010 Patrol Vehicles ($175,000.00); and

WHEREAS, the Town Board of the Town of Rotterdam desires to reallocate the designation of funds for the Special Improvements Area Curry Road Sewer Improvement Project, originally allocating $250,000 received pursuant to the American Rescue Plan Act (ARPA), paid from the fund line H125 Capital Projects, to the reduced allocated amount of $100,000, paid from the fund line H125; and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $250,000 of funds received pursuant to the American Rescue Plan Act (ARPA) to the Salt Storage and Yard Waste Processing Facility project, and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $31,240.46 of funds received pursuant to the American Rescue Plan Act (ARPA) to the Kiwanis International Park Waterfront Access Improvement Project; **NOW**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

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 ($136,700.00) paid from the fund 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); and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant paid from the fund lines S28130 2000 ($44,965.61) and S28120 2000 ($14,988.54) ($59,954.15); and to fund the Special Improvements Area Curry Road Sewer Improvement Project paid from the fund line H125 Capital Projects ($100,000.00); and to fund the Sartoli Avenue and Rome Avenue Drainage Improvements Project paid from the fund line H126 Capital Projects

($150,000.00); and to fund the repairs to the Route 5S Fire Hydrants paid from the fund line H132 - Route 5S Safety Improvements Capital Projects ($75,000.00); and to fund the purchase of Police Vehicles paid from the fund line A3120 2010 Patrol Vehicles ($175,000.00); and to fund the Salt Storage and Yard Waste Processing Facility project paid from the fund line H107 Highway Salt Shed ($250,000.00), and to fund the Kiwanis International Park Waterfront Access Improvement Project paid from fund line H133 Kiwanis Boat Launch ($31,240.46).

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	-$281,240.46
General	H107	INTO:	Capital Projects	+$250,000.00
General	H133	INTO:	Capital Projects	+$31,240.46

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

DATED: December 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
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LEGISLATIVE REQUEST FORM

DATE: December 7, 2023

TO: Town Board

FROM: Paul Sebesta, Deputy Comptroller

TITLE OF REQUEST: To authorize the use and reallocation of ARPA funds.

TOWN BOARD MEETING: December 13, 2023

Background Information: The Town has allocated ARPA funds for various purchases and Capital Projects. Currently the Town needs to make adjustments to those allocations.

Evaluation/Analysis: The bids that the Town has received for Capital Projects necessitates the reallocation of funds to ensure that those projects receive the correct funding.

Recommendation(s): Make the necessary changes for the use and the further allocation of ARPA funds.

Attachment/Document(s): Schedule

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, November 15, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 349.23

TO AMEND RESOLUTION 296.21 RELATING TO THE USE OF ARPA FUNDS

WHEREAS, by Resolution No. 295.23 adopted on September 27, 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), 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), and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant ($59,954.15) paid from lines S28130 2000($44,965.61) and S28120 2000($14,988.54); and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $250,000 of funds received pursuant to the American Rescue Plan Act (ARPA) to the Special Improvement Area Curry Road Sewer Improvement Project, and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $150,000 of funds received pursuant to the American Rescue Plan Act (ARPA) to the Sartoli Avenue and Rome Avenue Drainage Improvements Project, and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $75,000 of funds received pursuant to the American Rescue Plan Act (ARPA) for repairs to the Route 5S Fire Hydrants, and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $175,000 of funds received pursuant to the American Rescue Plan Act (ARPA) for the purchase of Police Vehicles, **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

"SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00) paid from line A7110 4153 (Parks Improvements); and to fund the improvements to Sewer District 7 Extension 2 ($415,000.00) paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2); and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 ($136,700.00) paid from the fund 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); and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant paid from the fund lines S28130 2000 ($44,965.61) and S28120 2000 ($14,988.54) ($59,954.15); and to fund the Special Improvements Area Curry Road Sewer Improvement Project paid from the fund line H125 Capital Projects ($250,000.00); and to fund the Sartoli Avenue and Rome Avenue Drainage Improvements Project paid from the fund line H126 Capital Projects ($150,000.00); and to fund the repairs to the Route 5S Fire Hydrants paid from the fund line H132 - Route 5S Safety Improvements Capital Projects ($75,000.00); and to fund the purchase of Police Vehicles paid from the fund line A3120 2010 Patrol Vehicles ($175,000.00).

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	-$650,000.00
General	H125	INTO:	Capital Projects	+$250,000.00
General	H126	INTO:	Capital Projects	+$150,000.00
General	H132	INTO:	Capital Projects	+$75,000.00
General	A3120-2010	INTO:	Patrol Vehicles	+$175,000.00

SECTION 3. This resolution shall become effective November 15, 2023.

DATED: November 15, 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 Special Meeting on November 15, 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 received the Special meeting 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 November 16, 2023

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 370.23

TO RENEW AN AGREEMENT WITH AMERIFLEX FOR HEALTHCARE REIMBURSEMENT ACCOUNTS

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 the continued agreement with Ameriflex, 7 Carnegie Plaza, Suite 200, Cherry Hill, New Jersey 08003, to administer the healthcare reimbursement accounts (HRA) made available to employees utilizing a CDPHP HMO 30/50 healthcare plan offered by the Town of Rotterdam, and agreed to as a part of their collective bargaining agreements, for successive periods of 12 months, as is allowable by Section 1.1 of the Administrative Service Agreement, until there are changes necessary or rates increased.

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

DATED: December 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: 7 December 2023

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Ameriflex Renewal Agreement

TOWN BOARD MEETING: 13 December 2023

Background Information: The Town's entered into an agreement with Ameriflex effective January 1, 2023 to administer the healthcare reimbursement accounts (HRA) available to employees utilizing the CDPHP HMO 30/50 healthcare plan offered by the Town of Rotterdam, as agreed to as part of the collective bargaining agreement. The initial contract was for an initial term of 12 months commencing January 1, 2023 through December 31, 2023, which automatically renews for successive periods of 12 months unless terminated in accordance with provisions set forth within the agreement.

Recommendation(s): To renew the agreement with Ameriflex for successive periods of 12 months, as is allowable by Section 1.1 of the Administrative Service Agreement.

Attachment/Document(s): Ameriflex Administrative Services Agreement

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Ameriflex®

Ameriflex Support Portal > My activities

Town of Rotterdam New York Fee Request

Ticket details

Keonna Phillips
2 minutes ago

Hi Maria,

Thank you for reaching out and speaking to me by phone today.

Below I will screenshot the fees for 2024 and the previous year that's within the portal.

I can confirm that the fees were the same the previous year.

The HRA PPPM fee is the price per member that is enrolled into the plan.

The HRA monthly minimum fee is: Ameriflex charges administrative fees to clients on a monthly basis for the services we provide.

The renewal fee is typically a once every year upon renewal the client will be charged.

Below I will add your sales team contact if you would like to double check or ask questions.

Sales Contact
Darrin Tissot
VP of Sales
(347) 997-0753
dtissot@myameriflex.com

Order Effective: 01/01/2024, **Contract:** 01/01/2023 - 12/31/2025, **Legal Name:** Town of Rotterdam New York, **Funding Method:** Weekly Prefund

Order Items (Make Changes)

Description
Health Reimbursement Account

Fees Add

Description	Amount	
HRA PPPM Fee	$3.35	Edit
HRA Monthly Min Fee	$80.00	Edit
HRA Initial Setup Fee	$0.00	Edit
HRA Annual Renewal Fee	$0.00	Edit

Order Effective: 01/01/2023, **Contract:** 01/01/2023 - 12/31/2025, **Legal Name:** Town of Rotterdam New York, **Funding Method:** Weekly Prefund

Order Items (Make Changes)

Description
Health Reimbursement Account

Fees Add

Description	Amount	
HRA PPPM Fee	$3.35	Edit
HRA Monthly Min Fee	$80.00	Edit
HRA Initial Setup Fee	$0.00	Edit
HRA Annual Renewal Fee	$0.00	Edit

Keonna Phillips
Renewal Specialist
(844) 423-4636 ext. 711

Ameriflex Card holders get complimentary access to Mastercard's® comprehensive Identity Theft Protection program. - Click here to learn more.

Visit the Help Center | ***[Schedule A Call]*https://calendly.com/renewalsupport

Ameriflex ***Employer Portal | COBRA Portal | HelpCenter***

Add to conversation

Ameriflex Support Portal

RESOLUTION NO. 371.23

TO AUTHORIZE THE SUPERVISOR TO SIGN A RIGHT OF WAY LEASE AND AGREEMENT WITH GREENLIGHT NETWORKS, 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 Supervisor to negotiate and execute a right-of-way lease and agreement with Greenlight Networks, LLC, for the use of the Town of Rotterdam's right-of-way for the installation and maintenance of a fiber optic network for use as an internet service provider.

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

DATED: December 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
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LEGISLATIVE REQUEST FORM

DATE:	December 6, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Stephen Valiquette, Assistant Town Attorney
TITLE OF REQUEST:	Greenlight Networks Right of Way Agreement
TOWN BOARD MEETING:	December 13, 2023
Background Information:	Greenlight Networks has requested access to the Town Right of Way for the installation of a fiber optic network to provide telecommunications services.
Evaluation/Analysis:	Referred to Town Attorney to draft a Right of Way Lease and Agreement.
Recommendation(s):	Decision to execute the Right of Way Lease and Agreement with Greenlight Networks, LLC.
Attachment/Document(s):	Right of Way Lease and Agreement Resolution
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

RIGHT-OF-WAY LEASE AND AGREEMENT

THIS RIGHT-OF-WAY AGREEMENT ("Agreement") made as of the date this Agreement is executed on behalf of the Town, is entered into by and between the **TOWN OF ROTTERDAM** (the "Town"), a municipal corporation duly organized and validly existing under the laws of the State of New York (the "State"), with its principal office located at 1100 Sunrise Blvd, Rotterdam, New York 12306, and **GREENLIGHT NETWORKS, LLC** (the "Contractor"), a limited liability company having a principal place of business at 1777 East Henrietta Road, Rochester, New York, 14623 (the Town and the Contractor are hereinafter referred to, jointly, as the "Parties," and each is, severally, a "Party").

WHEREAS, Contractor desires to operate a communications network within the Town; and

WHEREAS, Contractor has requested that the Town grant it the right to locate, attach, install, operate, and maintain equipment in the public Rights-of-Way (as hereinafter defined) on facilities owned by the Town as well as facilities owned by third parties; and

WHEREAS, pursuant to a duly-adopted resolution of the Town Board, the Town has been authorized to execute this Agreement.

NOW, THEREFORE, pursuant to the terms, provisions, covenants and conditions more fully set forth below, the Parties hereto agree as follows:

1. DEFINITIONS. The following definitions shall apply generally to the provisions of this Agreement:

1.1. "Attachment" means the placement, attachment or installation of one or more items of Equipment on, over, under or within the Town ROW (as the term is defined below) or to any Municipal Facility.

1.2. "Decorative Streetlight Pole" shall mean any streetlight pole that incorporates artistic design elements not typically found in standard steel or aluminum streetlight poles.

1.3. "Equipment" means any and all radios, amplifiers, optical converters, multiplexers, antennae, cables, wires, conduits, innerducts, pedestals, boxes, cabinets, primary and auxiliary power supplies, power meters, support structures, mounting hardware, and all related or ancillary devices which may be owned by Contractor or Contractor's customers which shall be installed, maintained, operated or used by Contractor to provide Service. Examples of typical Equipment types and installation configurations are shown in the drawings and photographs attached hereto as Exhibit "A" and incorporated herein by reference.

1.4. "Fee" means any one-time or recurring amount to be paid by Contractor pursuant to this Agreement. Without limiting the generality of the foregoing, "Agreement Fees" means Fees paid in consideration of the Town's execution of this Agreement, "Installation Fees"

means Fees paid in consideration of Attachments to Municipal Facilities, and "Annual Maintenance Fees" means Fees paid to cover the reasonable costs for Town to administer access to its ROW.

1.5. "Installation Date" shall mean the date that the first Equipment is installed by Contractor pursuant to this Agreement.

1.6. "Laws" means any and all statutes, constitutions, local laws, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Municipality or other governmental agency having jurisdiction over the parties to this Agreement.

1.7. "Municipal Facilities" means Town-owned Streetlight Poles, Decorative Streetlight Poles, lighting fixtures, electroliers, or other Town-owned structures located within the ROW and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

1.8. "Network" means a fiber optic network operated by Contractor in the Town to serve its customers.

1.9. "Public Right-of-Way" or "ROW" means the public ways listed in Schedule A attached hereto and made a part hereof that are owned by or otherwise subject to the jurisdiction and control of the TOWN, including without limitation, all space in, upon, above, along, across, under, and over the ROW. This term shall not include county, village, state, or federal rights of way or any property owned by any person or entity other than the Town, except as provided by applicable Laws or pursuant to an agreement between the Town and any such person or entity.

1.10. "Services" means the telecommunication services provided through the Network.

1.11. "Streetlight Pole" shall mean any standard-design concrete, fiberglass, metal, or wooden pole used for streetlighting purposes.

1.12. "Utility Infrastructure" means existing poles and/or conduits owned or controlled by public or private utility companies, other than Town-owned utility companies that are located in the ROW.

2. TERM. This Agreement shall extend for a term of five (5) years commencing upon execution of this Agreement by the Town (the "Commencement Date"), unless it is earlier terminated by either party in accordance with the provisions herein. The term of this Agreement shall be renewed automatically for successive terms of five (5) years each on the same terms and conditions as set forth herein, unless Contractor notifies the Town or the Town notifies Contractor of its intention not to renew not less than thirty (30) calendar days prior to commencement of the relevant renewal term.

3. SCOPE OF AGREEMENT. Any and all rights expressly granted to Contractor under this Agreement, which shall be exercised at Contractor's sole cost and expense, shall be subject to the prior and continuing right of the Town under applicable Laws to use any and all parts of the ROW exclusively or concurrently with any other person or entity and shall be further

subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the ROW. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Contractor a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to an appropriate complete application being filed by the Contractor and the reasonable review and approval of the Town prior to any such work being performed.

3.1. Attachment to Municipal Facilities. Subject to receipt of all required municipal approvals and permits, including any permits required by the Town Code of the Town of Rotterdam, and those detailed in Exhibit "B" (as hereinafter defined), the Town hereby authorizes and permits Contractor to enter upon the ROW and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on Municipal Facilities for the purposes of operating the Network and providing Services. Contractor may install or have installed electric services to the Equipment so long as the service is separately metered such that the Contractor is the account holder with the appropriate utility company and the Contractor pays all charges for utility service, at its sole cost and expense, directly to the appropriate utility. The Town shall not be responsible for the provision of, or payment for, electric or other utility service. A denial of an application for the attachment of Equipment to Municipal Facilities shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of Contractor's Equipment if the Equipment proposed for such application substantially conforms to one of the approved configurations and the Equipment specifications set forth in Exhibit A and the requirements of the Town Code of the Town of Rotterdam. Notwithstanding anything to the contrary herein, attachment to Decorative Streetlight Poles shall be discretionary and subject to the Town's approval in each instance.

3.2. Attachment to Third-Party Property. Subject to receipt of all required municipal approvals and permits, including any permits required by the Town Code of the Town of Rotterdam, and those detailed in Exhibit "B" (as hereinafter defined), the Town hereby authorizes and permits Contractor to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Equipment in or on existing Utility Infrastructure, poles or other structures owned by public utility companies or other property owners located within the ROW, subject to Contractor obtaining a utility easement or other suitable form of written permission from the public utility company or property owner, as the case may be. Upon request, Contractor shall furnish to the Town documentation in a form reasonably acceptable to the Town of such permission from the individual utility or property owner responsible. A denial of an application for the attachment of Equipment to third-party-owned poles or structures in the ROW shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of Contractor's Equipment if the Equipment proposed for such application substantially conforms to one of the approved configurations and the Equipment specifications set forth in Exhibit A and the Town Code of the Town of Rotterdam. Where third-party property or a Municipal Facility is not available for attachment of Equipment, Contractor may install its own utility poles in the ROW, subject to the provisions of the Town Code of the Town of Rotterdam.

3.3. Preference for Municipal Facilities. In any situation where Contractor has a choice of attaching its equipment to either Municipal Facilities or third-party-owned property in the ROW, Contractor agrees to attach to the Municipal Facilities, provided that (i) such Municipal

Facilities are at least equally suitable functionally for the operation of the Network and (ii) the rental fee and installation costs associated with such attachment over the length of the term are equal to or less than the fee or cost to Contractor of attaching to the third-party-owned property.

3.4. No Interference. In the performance and exercise of its rights and obligations under this Agreement, Contractor shall not interfere in any manner with the existence and operation of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement.

3.5. Compliance with Laws. Contractor shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Agreement.

3.6. Replacement of Trees. Contractor shall be responsible for the replacement of any trees removed or reduced as a result of its activities in the ROW in accordance with the Town Code of the Town of Rotterdam, provided, however, that Contractor shall not be required to replace a tree that is properly trimmed pursuant to the requirements of the New York Public Service Commission's rules relating to pole attachments and/or applicable law relating to worker safety.

4. COMPENSATION; UTILITY CHARGES. Contractor shall be solely responsible for the payment of all lawful fees described within this Section 4 in connection with Contractor's performance under this Agreement, including those set forth below.

4.1. Agreement and Installation Fees. In consideration of the Town's execution of this Agreement, the Contractor shall pay the Town the sum of Five Hundred and 00/100 Dollars ($500.00) which shall be due and payable upon execution of this Agreement. Town will send an invoice for such amount to Contractor at greenlightnetworks@bill.com and Contractor will pay such invoice within forty-five (45) days of receipt. In the event that the Contractor applies to install a new pole within the ROW, the Contractor shall pay the Town the sum of One Thousand and 00/100 Dollars ($1,000.00), payable upon application for the installation of the new pole. Additional installation fees are detailed in Exhibit "B" Schedule of Fees and Permit Requirements (Exhibit "B").

4.2. Annual Maintenance and Repair Fees. In order to compensate the Town for the reasonable costs of administering Contractor's entry upon and deployment of the Network within, over or under the ROW, Contractor shall pay to the Town the sum of _____ Dollars ($_____) as an Annual Maintenance Fee, payable annually. Town will send an invoice for such amount to Contractor at greenlightnetworks@bill.com on or about the anniversary date of the Agreement and Contractor will pay such invoice within forty-five (45) days of receipt. Additional maintenance fees are detailed in Exhibit "B".

4.3. CPI Adjustment. Effective commencing on the one (1) year anniversary of the Commencement Date, and continuing on each one (1) year anniversary thereafter during the term

and any renewals thereof, the Annual Maintenance Fee with respect to the ensuing one (1) year period shall be adjusted by a percentage amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, measured from the beginning of the previous one (1) year period to the end of the previous one (1) year period, for all items in the Northeast Region Statistical Area.

4.4. Other Fees and Compensation. The foregoing fees are in addition to and not in lieu of any other non-discriminatory administrative fees and charges, imposed by the Town in connection with the issuance of construction permits, provision of copies of records, etc.

4.5. Electricity Charges. Contractor shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Equipment's usage of electricity and applicable tariffs. Electrical powering of any of Contractor's Equipment and/or Attachments shall be separate from the electrical service powering the Municipal Facilities.

5. CONSTRUCTION. Contractor shall comply with all applicable Federal, State and Town technical specifications and requirements and all applicable state and local codes related to the construction, installation, operation, maintenance, and control of Equipment installed in the ROW and on Municipal Facilities in the Town, including, but not limited to, Chapter 89 of the Town Code of the Town of Rotterdam. Contractor shall not attach, install, repair, replace, maintain and operate any Equipment in or on the ROW and/ or on Municipal Facilities without the prior written approval of the Town for each location.

5.1. Obtaining Required Permits. If the attachment, installation, operation, maintenance, or location of a pole or the Equipment in the ROW shall require any permits, Contractor shall, if required under applicable municipal ordinances (including, but not limited to, Chapter 89 of the Town Code of the Town of Rotterdam), apply for the appropriate permits and pay any required permit fees. The Town shall promptly respond to Contractor's requests for permits in accordance with all applicable laws, rules and regulations. In addition to all requirements of Chapter 89 and this Agreement, Contractor shall construct its Network in accordance with all applicable current and future Town regulations, ordinances, and local laws.

5.2. Location of Equipment. The proposed locations of Contractor's planned initial installation of Equipment shall be provided to the Town promptly after Contractor's review of available street light maps and prior to deployment of the Equipment. Upon the completion of installation, Contractor shall furnish to the Town a pole list showing the exact location of the Equipment in the ROW.

5.3. Relocation and Displacement of Equipment. Contractor understands and acknowledges that the Town may require Contractor at the Contractor's expense to relocate one or more of its Equipment installations. Contractor shall, at the Town's direction, relocate such Equipment at the Contractor's sole cost and expense, whenever Town reasonably determines that the relocation is needed for any of the following purposes: (a) the construction, completion, repair, relocation, or maintenance of a Town project; (b) the Equipment is interfering with or adversely affecting proper operation of Town-owned light poles, traffic signals, or other Municipal Facilities; or (c) the protection or preservation of public health or safety. In any such case, the Town shall use

good faith efforts to afford Contractor a reasonably equivalent alternate location. To the extent the Town has actual knowledge thereof, the Town will attempt promptly to inform Contractor of the displacement or removal of any Municipal Facility on which any Equipment is located. If Contractor fails to relocate any Equipment as requested by the Town within a reasonable time under the circumstances in accordance with the foregoing provision, the Town shall be entitled to relocate the Equipment at Contractor' sole cost and expense, without further notice to Contractor.

5.4. Relocations at Contractor's Request. In the event Contractor desires to relocate any Equipment from one Municipal Facility to another, Contractor's permit application shall serve as notice to Town of such relocation. The Town shall not be required to locate for the Contractor an equivalent Municipal Facility for use in place of the original location. All relocations shall be effected in accordance with Section 5 of this Agreement.

5.5. Damage to Public Way. Whenever the installation, removal or relocation of Equipment is required or permitted under this Agreement, and such installation, removal or relocation causes the ROW to be damaged by Contractor or in connection with the movement of Contractor's Equipment, Contractor, at its sole cost and expense, shall promptly repair and return the ROW in which the Equipment is located to a safe and reasonably satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If Contractor does not repair the site as described above, then the Town shall have the option, upon ten (10) days' prior written notice to Contractor, or sooner if same is required to protect or preserve public health or safety to perform or cause to be performed such reasonable and necessary work on behalf of Contractor and to charge Contractor for the proposed costs to be incurred or the actual costs incurred by the Town at the Town's standard rates. Upon receipt of a demand for payment by the Town, Contractor shall promptly reimburse the Town for such costs.

Nothing in the Agreement shall be construed to prevent the Town from constructing sewers, grading, paving, repairing and/or altering any street; laying for, repairing or removing streets; or constructing or establishing any other public works or improvements. All work shall be done, as practicable, so as not to injure or prevent the unrestricted use and operation of Contractor's Network under this Agreement. However, if any portion of Contractor's network interferes with the construction repair of any street or public improvement, including, but not limited to, construction, repair or removal of a sewer or water main, the Town may direct Contractor to relocate as provided in Section 5.3 above.

5.6 Removal of Equipment. Upon the expiration of the term or sooner termination of this Agreement, the Contractor shall remove all Equipment and other items and installations belonging to the Contractor or any of Contractor's subcontractors or customers within the ROW and repair any damage to the ROW occasioned by such removal, pursuant to the provisions of Section 5.5 above. In the event that such removal does not occur within thirty calendar (30) days of the expiration of the term or sooner termination of this Agreement, the Town may remove Contractor's Equipment and other items and installations belonging to the Contractor or any of Contractor's subcontractors or customers within the ROW and charge the Contractor the actual cost of such removal plus 15 percent (15%) of the actual cost of removal. The Contractor shall pay the costs of such removal within fifteen (15) days of the Town's invoice.

6. INDEMNIFICATION AND WAIVER.

6.1. To the fullest extent permitted by law, the Contractor:

(i) shall indemnify and hold harmless the Town, and its officers, employees, agents, and servants (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), and damages (collectively, "Losses"), including Losses attributable to acts or omissions of the Contractor or Contractor's Agents, if any, arising out of or in connection with this Agreement, the maintenance of Nodes and Equipment within the ROW and the activities of the Contractor and the Contractor's Agents in the ROW, except, however, that the Contractor shall not be held liable for occurrences resulting from the negligence, recklessness, or intentional conduct of the Town.

(ii) shall, upon the Town's demand and at the Town's direction, promptly and diligently defend, at the Contractor's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more of the Indemnified Parties which arise out of any activities described in subdivision (i) above, and the Contractor shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

(iii) shall, and shall cause the Contractor's Agents to, cooperate with the Town in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of or in connection with this Agreement.

6.2. The obligations of the Contractor pursuant to Section 6.1 hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

6.3. Nothing in this Section 6 or elsewhere in this Agreement shall create or give to third parties any claim or right of action against the Town beyond that which legally exist regardless of the provisions of this Agreement.

6.4. The Contractor's indemnification obligation hereunder shall survive the expiration or termination of this Agreement.

6.5. Limitation of Liability. The Town shall not be liable to the Contractor, or any of its respective officers, agents, representatives, contractors or employees or any third party for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

7. INSURANCE. During the term of the Agreement, Contractor shall obtain, and shall cause its subcontractors to obtain, the following insurance coverage, along with additional coverage detailed in Exhibit "B", for the underlying services, with a carrier holding an "A" rating from AM Best Company, or its equivalent, and shall furnish proof of its procuring of the following insurance policies, or such other documents as set forth hereunder:

7.1. Commercial General Liability insurance from a New York State admitted carrier covering the liability of the Contractor including Contractual insurance defending, indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of Three Million and 00/100 Dollars ($3,000,000.00) and each occurrence of One Million and 00/100 Dollars ($1,000,000.00). The Town shall be named additional insured in such policy.

7.2. Workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57(2);

7.3. Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220(8); and

7.4. Automobile Liability combined single limit of One Million and 00/100 Dollars ($1,000,000.00). The Town shall be named additional insured in such policy.

7.5. The Town shall be entitled to thirty (30) days advance written notice of the cancellation or termination of any and all policies listed above at Section 7.1 through Section 7.4.

8. BONDS. Prior to the installation of any Equipment within the ROW, Contractor shall furnish a faithful performance bond as required by the Town Code.

9. NOTICES. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

If to the Town:

Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, New York 12306
Attn: Town Board Supervisor

With a copy to:

Town of Rotterdam
13 Columbia Circle
Albany, New York 12306
Attn: Town Attorney

If to (Contractor):

Greenlight Networks, LLC
Attn: Director – Fiber Design & Planning Services
1777 E. Henrietta Rd., Suite 120
Rochester, NY 14623

With a copy to:
Greenlight Networks, LLC
Attn: General Counsel
150 Lawrence Bell Dr.
Buffalo, NY 14221

9.1. Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

10. TERMINATION/DEFAULT/REMEDIES.

10.1. Default. This Agreement may be terminated by either party upon forty-five (45) days prior written notice to the other party upon a default of any material covenant or term of this Agreement (a "Default"). A Default shall occur only if the defaulting Party fails to comply with this Agreement and does not remedy the failure within thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the defaulting Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion; provided, however, that the grace period for any monetary default shall be ten (10) days from receipt of notice.

10.2. Remedies. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of New York. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefore.

11. ASSIGNMENT. This Agreement shall not be assigned by Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed and shall be expressed by Resolution of the Town Board. In determining whether the Town will consent to any such assignment, the Town may inquire into the technical ability of assignees ability to comply with the terms of this Agreement and any other permit or approval previously issued by the Town, legal and financial qualifications of the prospective party. Contractor shall assist the Town in any such inquiry. The Town may condition any assignment upon such conditions related to the technical, legal and financial qualifications of the prospective party to

perform according to the terms of this Agreement, as it deems appropriate. No assignment shall occur until after the consent is provided by the Town Board, and the successor or assignee has provided certificates of insurance as provided for in Section 7. Notwithstanding the foregoing, no consent shall be required for Contractor to assign its interest under this Agreement (i) to an entity that, directly or indirectly, is controlled by, controls, or is under common control with, Contractor; or (ii) to a successor in interest pursuant to a merger or acquisition (including without limitation an acquisition of substantially all of the assets) of Contractor.

12. MISCELLANEOUS PROVISIONS. The provisions which follow shall apply generally to the obligations of the parties under this Agreement.

12.1. Nonexclusive Use. Contractor understands that this Agreement does not provide Contractor with exclusive use of the ROW or any Municipal Facility and that the Town shall have the right to permit other providers of communications services to install equipment or devices in the ROW and on Municipal Facilities.

12.2. Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

12.3. Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

12.4. Governing Law. This Agreement shall be governed and construed by and in accordance with the laws of the State of New York, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of New York, County of Schenectady or in the United States District Court for the Northern District of New York.

12.5. Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

12.6. Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in §3.2 above.

12.7. Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

12.8. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

TOWN OF ROTTERDAM

By:_____
Name: Mollie Collins
Title: Town Board Supervisor

GREENLIGHT NETWORKS, LLC

By:_____
Name:
Title:

EXHIBIT "A"
EQUIPMENT CONFIGURATIONS, DRAWINGS AND SPECIFICATIONS

EXHIBIT "B"
SCHEDULE OF FEES AND PERMIT REQUIREMENTS

SCHEDULE "A"
LIST OF PUBLIC RIGHTS OF WAY

RESOLUTION NO. 372.23

TO AUTHORIZE THE SUPERVISOR TO SIGN AN OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT FOR 369 DUANESBURG ROAD

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to accept and sign an Option and Right of First Refusal Agreement with Leslie J. Zampino and Robert N. Zampino, for the property of 369 Duanesburg Road.

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

DATED: December 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:	December 13, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Stephen Valiquette, Assistant Town Attorney
TITLE OF REQUEST:	369 Duanesburg Rd, Option and Right of First Refusal
TOWN BOARD MEETING:	December 13, 2023
Background Information:	The Town of Rotterdam has requested to negotiate and option and right of first refusal contract with the owners of 369 Duanesburg Road.
Evaluation/Analysis:	Referred to Town Attorney to draft an Option and Right of First Refusal Agreement.
Recommendation(s):	Decision to execute the Option and Right of First Refusal Agreement.
Attachment/Document(s):	Option and Right of First Refusal Agreement Resolution
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office