

*The Town of Rotterdam Town Board Meeting will be held in person; however, the public may access the meeting electronically via Zoom conference call. Members of the public may listen to the board meeting by dialing 1 (929) 205-6099 (followed by the pound symbol) or by logging into Zoom.com, then enter the conference ID NO. 867 0373 0307. Video of the town board meeting will be posted on the Town of Rotterdam website (www.rotterdamny.org) the following Friday after the meeting.*

**MEETING OF THE  
ROTTERDAM TOWN BOARD**

April 12, 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**

- Proclamation Honoring Steve Parks

**PUBLIC HEARING**

**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**

- 140.23** To accept Town Board meeting minutes of March 22, 2023.
- 141.23** To accept revenue for Town Clerk's office for March 2023.
- 142.23** To accept a gift from the Disabled American Veterans Organization.
- 143.23** To accept bids and award contracts for highway materials: watertight & end sections, round corrugated plastic pipe, and underdrain perforated pipe
- 144.23** Authorize the Supervisor to negotiate and execute an agreement with Cintas Corporation.
- 145.23** To allow operation of a kiosk at Kiwanis Park boat launch by Cornell University Cooperative Extension Saratoga County.
- 146.23** To authorize an agreement with MohawkValley Society; Local 85-133 for live music.
- 147.23** To appoint Joel Miller as the director of the Town of Rotterdam's Jazz Band for the 2023 Summer Concert Series.
- 148.23** To appoint Michael Salamone to the position of director of the Rotterdam Town Band.
- 149.23** To negotiate and execute an agreement authorizing a payment-in-lieu-of-taxes agreement between the Town of Rotterdam and Rotterdam Renewables, LLC.

**LIAISON REPORTS  
MISCELLANEOUS  
EXECUTIVE SESSION**

- Personnel matter relating to Employee No. 4122023 with invited guests Elayne Gold and Angelique Bywater

**ADJOURNMENT  
Mollie A. Collins, Supervisor**

**RESOLUTION NO. 140.23**

**TO ACCEPT TOWN BOARD MEETING MINUTES OF MARCH 22, 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 March 22, 2023, Town Board meeting as attached.

**SECTION 2.** This resolution shall become effective April 12, 2023.

**DATED:** April 12, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
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: **April 5, 2023**

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the **March 22, 2023 Town Board Meeting.**

TO BE PLACED ON TOWN BOARD AGENDA OF: **April 12, 2023.**

TO BE PLACED ON TOWN BOARD MEETING OF: **April 12, 2023.**

Background Information: Attached. To adopt the meeting minutes from the **March 22, 2023 Town Board Meeting.**

Evaluation/Analysis: N/A

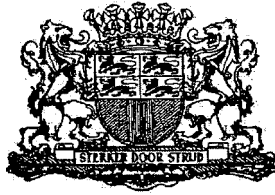
Recommendation(s): To place on Town Board agenda and Town Board meeting of **April 12, 2023.**

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: [w,vw.rotterdamny.org](http://w,vw.rotterdamny.org)  
Email\* [dmarco@rotterdamny.org](mailto:dmarco@rotterdamny.org)

March 24, 2023

Certified Resolutions: -#128-#139 for the year 2023 was duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, March 22, 2023 at 7:00 p.m. The Town Board Agenda review meeting began at approximately 6:37 p.m. Agenda review was adjourned at approximately 6:47 p.m. All agreed to adjourn agenda review. The Town Board Meeting started at approximately 7:00 p.m. was adjourned at approximately 7:31 p.m. by Councilmember Dodson and seconded by Councilmember Christou. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

*Diane M. Marco*

Diane M. Marco, Town Clerk

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**MEETING OF THE  
ROTTERDAM TOWN BOARD**

March 22, 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**

**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**

- 128.23** To accept Town Board meeting minutes of March 8, 2023.
- 129.23** To approve budget transfers to the 2023 budget.
- 130.23** To enter into an agreement with Unifirst for uniform and shop rag services.
- 131.23** Request for Qualifications (RFQ) for engineering services to the Water System Improvement Project.
- 132.23** To amend the Employee Handbook sections 510 and 511.
- 133.23** To declare lead agency for SEQR review for the change of zone from multi-family residential (R-3) to light industrial (I-1) on a portion of tax parcel #47.00-8-13.5 known as 676 Mariaville Road.
- 134.23** To recognize the introduction of Introductory Local Law No. \_ of 2023; Change of zone from multi-family residential (R-3) to light industrial (I-1); on a portion of tax parcel #47.00-8-13.5 known as 676 Mariaville Road and scheduling a public hearing thereon.
- 135.23** To accept and award bid for one (1) New Pak Mor R100c Smooth sSide 20yd Body.
- 136.23** To accept bid and award contract for highway materials: concrete blocks, caps, manhole grates & frames.
- 137.23** To accept bids and award contracts for Highway Materials: Crushed Limestone, Gravel & Sand.
- 138.23** To accept bid and award contract for Sodium Hexametaphosphate.
- 139.23** To enter into an agreement with Jackson Lewis P.C.

**LIAISON REPORTS**

**MISCELLANEOUS**

- **Easter Egg Hunt April 2<sup>nd</sup> 12-2 - Town Hall**

**EXECUTIVE SESSION**

**ADJOURNMENT**

**Mollie A. Collins, Supervisor**

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 128.23**

**TO ACCEPT TOWN BOARD MEETING MINUTES OF MARCH 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 March 8, 2023 town board meeting as attached.

**SECTION 2.** This resolution shall become effective March 22, 2023.

**DATED:** March 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this March 24, 2023.

*Diane M. Marco*

Diane M. Marco, Town Clerk





At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO.129.23  
TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
S2	S28130 4866	FROM: Plant Equip Repair Maint.	-25,000.00
S2	S28130 4904	INTO: Buildings & Grounds	+25,000.00

**SECTION 2.** This resolution shall become effective March 22, 2023.

**DATED:** March 22, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. I **DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this March 24, 2023.



*Diane M. Marco*

\_\_\_\_\_  
Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 130.23**

**TO ENTER INTO AN AGREEMENT WITH UNIFIRST FOR UNIFORM AND SHOP RAG SERVICES**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam, hereby authorizes the Town Highway Superintendent to execute a 36-month contract with Unifirst for weekly uniform services for the two (2) mechanics at the Highway Department along with shop rag services with a weekly expense not to exceed thirty-five dollars and nine cents (\$35.09) per week for a total of One Thousand Eight Hundred Twenty-four dollars and sixty-eight cents (\$1,824.68) per year.

**SECTION 2.** This resolution shall become effective March 22, 2023.

**DATED:** March 22, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
Christou	<b>X</b>		
Miller-Herrera	<b>X</b>		
Dodson	<b>X</b>		
Mastroianni	<b>X</b>		
Collins	<b>X</b>		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this March 24, 2023.



*Diane M.*

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 131.23**

**REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING SERVICES  
WATER SYSTEM IMPROVEMENT PROJECT**

**WHEREAS**, the Town of Rotterdam is seeking engineering assistance with improvements to the existing potable water system serving the Town.

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Clerk of the Town of Rotterdam shall cause the following notice to be published in the official newspaper of the Town of Rotterdam on or before March 26, 2023, of request for qualification (RFQ):

**TOWN OF ROTTERDAM  
REQUEST FOR QUALIFICATIONS**

**PLEASE TAKE NOTICE:** That the Town Clerk of the Town of Rotterdam, on Monday, the 24th day of April, 2023, at 4:00 P.M at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York, 12306 will receive qualifications pursuant to this notice for the following:

**Request for Qualifications (RFQ) for Engineering Services  
Water System Improvement Project**

Request for Qualification packets may be obtained from the Office of Town Clerk, Diane M. Marco at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Town of Rotterdam, New York, 12306 and all responses must be received no later than 4:00 p.m. on Monday, the 24th day of April, 2023.

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

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

**DATED:** March 22, 2023

**Daily Gazette:** Please publish once on March 25, 2023

**Town Clerk**

**Post**

**SECTION 2.** The Town Supervisor, the Senior Planner/Grant Coordinator, and their respective designee(s) are hereby authorized and directed to cause the RFQ to be published and distributed directly to qualified State certified MWBEs listed in the NYS Directory of Certified Firms, and to publish and distribute the RFQ through such other means and to such other firms as shall be reasonably appropriate under the circumstances.

**SECTION 3.** This resolution shall become effective March 22, 2023.

**DATED:** March 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou	<b>X</b>		
Miller-Herrera	<b>X</b>		
Dodson	<b>X</b>		
Mastroianni	<b>X</b>		
Collins	<b>X</b>		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this March 24, 2023.



*Diane M. Marco*

\_\_\_\_\_  
Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO.132.23**

**TO AMEND THE EMPLOYEE HANDBOOK SECTIONS 510 AND 511**

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby amends Section 510, page 500-7: Telephone/Cell Phone Usage of the Town of Rotterdam Employee Handbook, bullet point 8 to read as follows:

*Use of Town issued cell phones will be subject to the Town of Rotterdam Acceptable Use Policy.*

**SECTION 2.** The Town Board of the Town of Rotterdam hereby amends Section 511's title to: *Use of Electronic Resources*. Section 511, pages 500-8 through 500-10 is hereby amended to read as follows:

*All employees of the Town of Rotterdam who use any Town provided electronic resources must agree to be bound by the attached Town of Rotterdam Acceptable Use Policy as a condition of employment. (Acceptable Use Policy pages 1-8 replace 500-8 through 500-10 in handbook here).*

**SECTION 3.** This resolution shall become effective March 22, 2023.

**DATED:** March 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this March 24, 2023.



*Diane M. Marco*

\_\_\_\_\_  
 Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 22, 2023, at 7:00 p.m., the following resolution **FAILED**:

**RESOLUTION NO. 133.23 FAILED**

**TO DECLARE LEAD AGENCY FOR SEQR REVIEW FOR THE CHANGE OF ZONE FROM MULTI-FAMILY RESIDENTIAL (R-3) TO LIGHT INDUSTRIAL (I-1) ON A PORTION OF TAX PARCEL #47.00-8-13.5 KNOWN AS 676 MARIAVILLE ROAD**

**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 declares the Town Board as Lead Agency under 6NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed change of zone from Multi-family Residential (R-3) to Light Industrial (I-1) request by Acom Milton Self Storage LLC, on ±15.17 acres of a ±65.8-acre parcel. Property is known as 676 Mariaville Road and is a portion of Tax Map No. 47.00-8-13.5.

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

**SECTION 3.** This resolution shall become effective March 22, 2023.

**DATED:** March 22, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
Christou		<b>X</b>	
Miller-Herrera		<b>X</b>	
Dodson		<b>X</b>	
Mastroianni	<b>X</b>		
Collins	<b>X</b>		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution **FAILED** by the Town Board of the Town of Rotterdam on March 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this March 24, 2023.



*Diane M. Marco*

\_\_\_\_\_  
Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 22, 2023, at 7:00 p.m., the following resolution **FAILED**:

**RESOLUTION NO. 134.23 FAILED**

**TO RECOGNIZE THE INTRODUCTION OF LOCAL LAW N O. \_ OF 2023; CHANGE OF ZONE FROM MULTI-FAMILY RESIDENTIAL (R-3) TO LIGHT INDUSTRIAL (I-1); ON A PORTION OF TAX PARCEL #47.00-8-13.5 KNOWN AS 676 MARIAVILLE ROAD AND SCHEDULING A PUBLIC HEARING THEREON**

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

**SECTION 1.** The Town Board hereby recognizes the introduction of Introductory Local Law No. \_\_ of 2023; a Change of Zone request from Multi-Family Residential (R-3) to Light Industrial (I-1).

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

**TOWN OF ROTTERDAM  
NOTICE OF HEARING**

**PLEASE TAKE NOTICE:** That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 12th day of April, 2023 for the following purpose:

To recognize the introduction of Introductory Local Law \_\_ of 2023; a Change of Zone request on ±15.17 acres of a ±65.8-acre parcel from Multi-Family Residential (R-3) to Light Industrial (I-1), by Acom Milton Self Storage LLC. Applicants would like to potentially construct up to six (6) 12,000 square foot warehouse buildings and four (4) 6,000 square foot warehouse buildings. Property is known as 676 Mariaville Road and is a portion of Tax Map No. 47.00-8-13.5.

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

**DATED:** March 22, 2023

**Daily Gazette:** Please publish once on March 25, 2023

**Town Clerk**

**Post**

**SECTION 3.** This resolution shall become effective March 22, 2023.

**DATED:** March 22, 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 **FAILED** by the Town Board of the Town of Rotterdam on March 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this March 24, 2023.



*Diane M. Marco*

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 135.23**

**TO ACCEPT AND AWARD BID FOR ONE (1) NEW PAK MOR RIO0C SMOOTH SIDE 20YDBODY**

**WHEREAS**, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Tuesday, March 7, 2023 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<https://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

**ONE (1) NEW PAK MOR RIO0C SMOOTH SIDE 20YD BODY**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam does hereby accept and award the bid to purchase One (1) New Pak Mor R100C Smooth Side 20yd Body for the Town of Rotterdam to Hacker's Packers Inc., located at P.O. Box 178, Harpursville, NY 13787, in an amount not to exceed sixty-four thousand, six hundred thirty-four and 00/100 (\$64,634.00) dollars, at the mutual consent of both the Town and Hacker's Packers Inc.

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

**SECTION 3.** This resolution shall become effective March 22, 2023.

**DATED:** March 22, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
Christou	<b>IX</b>		
Miller-Herrera	<b>IX</b>		
Dodson	<b>IX</b>		
Mastroianni	<b>IX</b>		
Collins	<b>IX</b>		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this March 24, 2023.



*Diane M. Marco*

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 136.23**

**TO ACCEPT BID AND AWARD CONTRACT FOR HIGHWAY MATERIALS:  
CONCRETE BLOCKS, CAPS, MANHOLE GRATES & FRAMES**

**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 Monday, March 6, 2023 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<http://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

**CONCRETE BLOCKS, CAPS, MANHOLE GRATES & FRAMES**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam does hereby accept and award the bid for Highway Materials: Concrete Blocks, Caps, Manhole Grates & Frames for the Town of Rotterdam to Chemung Supply Corp., located at 2420 Corning Road, Elmira, NY 14903, not to exceed the amounts pursuant to the attached schedule.

**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 March 22, 2023.

**DATED:** March 22, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
Christou	<b>IX</b>		
Miller-Herrera	<b>IX</b>		
Dodson	<b>IX</b>		
Mastroianni	<b>IX</b>		
Collins	<b>IX</b>		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this March 24, 2023.



*Diane M. Marco*

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 137.23**

**TO ACCEPT BIDS AND AWARD CONTRACTS FOR HIGHWAY MATERIALS:  
CRUSHED LIMESTONE, GRAVEL & SAND**

**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 Monday, March 6, 2023 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<http://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

**CRUSHED LIMESTONE, GRAVEL & SAND**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam does hereby accept and award the unit price per ton bids for Highway Material: **Crushed Limestone** to Callanan Industries Inc., located at P.O. Box 15097 Albany, NY 12212-5097, not to exceed the amounts pursuant to the attached schedule;

**SECTION 2.** The Town Board of the Town of Rotterdam does hereby accept and award the unit price per ton bids for Highway Material: **Gravel (#4 & Bank Run) and Fill Sand** to Wm. Lamed & Sons, located at 544 Burdeck St Rotterdam New York 12306, not to exceed the amounts pursuant to the attached schedule;

**SECTION 3.** The Town Board of the Town of Rotterdam does hereby accept and award the unit price per ton bids for Highway Material: **Road Sand** to Carver Sand & Gravel LLC, located at P.O. Box 891 2170 River Road Coeymans, NY 12045, not to exceed the amounts pursuant to the attached schedule;

**SECTION 4.** The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidders in accordance with the terms of the bid proposals as submitted. Summary of bid prices are on file in the Town Clerk's office;

**SECTION 5.** This resolution shall become effective March 22, 2023.

**DATED:** March 22, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this March 24, 2023.



*Diane M. Marco*

\_\_\_\_\_  
Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 138.23**

**TO ACCEPT BID AND AWARD CONTRACT FOR  
SODIUM HEXAMETAPHOSPHATE**

**WHEREAS**, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Friday, March 10, 2023 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<http://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

**SODIUM HEXAMETAPHOSPHATE**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam does hereby accept and award the bid for Sodium Hexametaphosphate for the Town of Rotterdam to George S. Coyne Chemical Co. Inc., located at 3015 State Road, Croydon, PA 19021, with a bid amount not to exceed one hundred forty-nine and 2443/100 (\$149.2443) dollars per SO-pound bag.

**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 March 22, 2023.

**DATED:** March 22, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		



I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this March 24, 2023.



*Diane M. Marco*

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sumise Blvd. Rotterdam, New York on Wednesday, March 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 139.23**

**TO ENTER INTO AN AGREEMENT WITH JACKSON LEWIS P.C.**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute a contract with Jackson Lewis P.C, located at 677 Broadway, 9<sup>th</sup> Floor, Albany, NY 12207, to provide advice & counsel on Roth Elective Deferral Plan Correction ensuring compliance with the Employee Retirement Income Security Act (ERISA) for both the Town and affected employees, in an amount not to exceed eight thousand and 00/100 (\$8,000.00) dollars.

**SECTION 2.** This resolution shall become effective March 22, 2023.

**DATED:** March 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou	<b>tx</b>		
Miller-Herrera	<b>tx</b>		
Dodson	<b>tx</b>		
Mastroianni	<b>tx</b>		
Collins	<b>tx</b>		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this March 24, 2023.



*Diane M. Marco*

\_\_\_\_\_  
Diane M. Marco, Town Clerk

**RESOLUTION NO. 141.23**

**TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR MARCH 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 March 2023, has been placed on file and the town clerk's check in the amount of Five thousand seven hundred twenty five dollars and 80/100 (\$5,725.80) has been submitted to the supervisor for deposit.

**SECTION 2.** This resolution shall become effective April 12, 2023.

**DATED:** Apr 11 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: **April 3, 2023**

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for **March \$5,725.80** in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: **April 12, 2023**

TO BE PLACED ON TOWN BOARD MEETING OF: **April 12, 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 **April 12, 2023**

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: *NIA*

Effect(s) on Existing Law(s): *NIA*

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

Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	8	14.40
			<b>Sub-Total:</b>	<b>\$14.40</b>
Dog Licensing	Exempt Dog	A2544	3	0.00
Dog Licensing	Female, Spayed	A2544	87	1,218.00
Dog Licensing	Female, Unspayed	A2544	20	340.00
Dog Licensing	Male, Neutered	A2544	123	1,722.00
Dog Licensing	Male, Unneutered	A2544	29	493.00
			<b>Sub-Total:</b>	<b>\$3,773.00</b>
Late Fees	Late Fee -Dog Renewal	A1550	32	320.00
			<b>Sub-Total:</b>	<b>\$320.00</b>
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	9	157.50
			<b>Sub-Total:</b>	<b>\$157.50</b>
Misc	Misc		1	500.00
			<b>Sub-Total:</b>	<b>\$500.00</b>
MISC. FEES	Certified Copies	A1255	114	1,140.00
MISC. FEES	Insufficient Funds	A1255	1	20.00
			<b>Sub-Total:</b>	<b>\$1,160.00</b>
PERMIT FEES	Garage Sale	A2590	5	25.00
			<b>Sub-Total:</b>	<b>\$25.00</b>
Second Hand Dealers	Second Hand Dealers	A2545	1	250.00
			<b>Sub-Total:</b>	<b>\$250.00</b>
Senior Discount	Senior Discount	A2544	49	-484.00
			<b>Sub-Total:</b>	<b>-\$484.00</b>

**Total Local Shares Remitted: \$5,715.90**

Amount paid to: NYS Ag. & Markets for spay/neuter program 357.00  
 Amount paid to: NYS Environmental Conservation 550.60  
 Amount paid to: State Health Dept. For Marriage Licenses 202.50

**Total State, County & Local Revenues: \$6,826.00**      **Total Non-Local Revenues: \$1,110.10**

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currcoh  
It-s-11-f{}  
GDput

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.

Diane M. Marco      3/31/2023      3/31/2023  
 Supervisor      Date      Date

**Monthly Worksheet of Daily Work  
March2023**

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		BINGO GAMES CHANCE	TOWN PORTION	EZ PASS
3/1/2023	\$280.00	\$25.00	\$23.62	\$1.38	\$115.00	\$10.00	\$105.00	\$80.00	\$45.00	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00
3/2/2023	\$360.00	\$0.00	\$0.00	\$0.00	\$150.00	\$10.00	\$140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/3/2023	\$175.00	\$0.00	\$0.00	\$0.00	\$85.00	\$11.00	\$74.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
3/6/2023	\$465.00	\$25.00	\$23.62	\$1.38	\$350.00	\$30.00	\$320.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
3/7/2023	\$125.00	\$0.00	\$0.00	\$0.00	\$115.00	\$12.00	\$103.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/8/2023	\$300.00	\$0.00	\$0.00	\$0.00	\$160.00	\$14.00	\$146.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/9/2023	\$315.00	\$25.00	\$23.62	\$1.38	\$220.00	\$17.00	\$203.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/10/2023	\$280.00	\$0.00	\$0.00	\$0.00	\$250.00	\$24.00	\$226.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/13/2023	\$682.00	\$405.00	\$399.44	\$5.56	\$197.00	\$25.00	\$172.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
3/14/2023														
CLOSED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/15/2023	\$80.00	\$0.00	\$0.00	\$0.00	\$60.00	\$4.00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/16/2023	\$180.00	\$0.00	\$0.00	\$0.00	\$110.00	\$8.00	\$102.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
3/17/2023	\$200.00	\$25.00	\$23.62	\$1.38	\$115.00	\$11.00	\$104.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/20/2023	\$495.00	\$0.00	\$0.00	\$0.00	\$345.00	\$40.00	\$305.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/21/2023	\$175.00	\$0.00	\$0.00	\$0.00	\$95.00	\$11.00	\$84.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
3/22/2023	\$197.00	\$0.00	\$0.00	\$0.00	\$167.00	\$21.00	\$146.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/23/2023	\$145.00	\$0.00	\$0.00	\$0.00	\$135.00	\$9.00	\$126.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/24/2023	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00	\$18.00	\$132.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/27/2023	\$247.00	\$30.00	\$28.34	\$1.66	\$197.00	\$22.00	\$175.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/28/2023'	\$275.00	\$25.00	\$23.62	\$1.38	\$95.00	\$11.00	\$84.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
3/29/2023	\$890.00	\$0.00	\$0.00	\$0.00	\$300.00	\$27.00	\$273.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
3/30/2023	\$125.00	\$0.00	\$0.00	\$0.00	\$125.00	\$14.00	\$111.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/31/2023	\$685.00	\$5.00	\$4.72	\$0.28	\$110.00	\$8.00	\$102.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Audited by dmm 3/31/23	\$6,826.00	\$565.00	\$550.60	\$14.40	\$3,646.00	\$357.00	\$3,289.00	\$360.00	\$202.50	\$157.50	\$0.00	\$0.00	\$0.00	\$0.00

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

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

DATE April 3, 2023 2900  
29-7/213

PAY  
TO THE  
ORDER OF

Mollie Collins Supervisor

\$ 5725.80

Five thousand seven hundred twenty five and 80/100 DOLLARS

KeyBank   
KeyBank National Association

MEMO

Revenue March 2023

Dem Marcus  
Town Clerk



1100 SUNRISE BLVD ROTTERDAM, NY 12306

**RESOLUTION NO. 142.23**

**TO ACCEPT A GIFT FROM THE DISABLED AMERICAN VETERANS ORGANIZATION**

**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 the gift of two (2) park benches from the Disabled American Veterans Organization, to be assembled and placed in the Veterans Memorial at Rotterdam Town Hall.

**SECTION 2.** This resolution shall become effective April 12, 2023.

**DATED:** April 12, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			



# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: April 3, 2023  
TO: Mollie Collins-Town Supervisor  
FROM: Megan Griffin, Confidential Secretary  
TITLE OF REQUEST: Accept a gift from the Disabled American Veterans  
TOWN BOARD MEETING: April 12, 2023

Background Information:

Robert Serotta from the Disabled American Veterans organization expressed that the DAV would like to buy two benches to be placed in the Veterans Memorial at Town Hall, with the intent of honoring local veterans that have since passed away by attaching a plaque onto each bench in their honor.

Evaluation/Analysis:

The DAV will be purchasing the benches from Tree Top Products. They will be delivered to the Rotterdam Parks Department Garage at 40 West Campbell Road where the Town Carpenter will assemble the benches, and from there, install them in the Veterans Memorial at Town Hall.

Recommendation(s):

Approve the resolution and accept the two benches as a gift from the DAV.

Attachment/Document(s):

*NIA*

Compliance with Purchasing Policy:

*NIA*

Effect(s) on Existing Law(s):

*NIA*

LEGISLATION WILL BE PREPARED BY:

Supervisors Office

**RESOLUTION NO. 143.23**

**TO ACCEPT BIDS AND AWARD CONTRACTS FOR HIGHWAY MATERIALS:  
WATERTIGHT & END SECTIONS, ROUND CORRUGATED PLASTIC PIPE, AND  
UNDERDRAIN PERFORATED PIPE**

**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 Monday, March 6, 2023 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<http://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

**WATERTIGHT & END SECTIONS, ROUND CORRUGATED PLASTIC PIPE, AND  
UNDERDRAIN PERFORATED PIPE**

**THEREFORE, UPON MOTION OF** Councilmember - - - - - ,

seconded by Councilmember - - - - - .

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam does hereby accept and award the unit price bid for Highway Material: Water tight & End Sections, Round Corrugated Plastic Pipe, and Underdrain Perforated Pipe to Core & Main LP of 14 Arch St. Watervliet, NY 12189, Ferguson Waterworks of 612 Pierce Rd. Clifton Park, NY 12065, and Chemung Supply Corp. or 2420 Corning Rd. Elmira, NY 14903, not to exceed the unit price amounts pursuant to the attached schedule;

**SECTION 2.** The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidders in accordance with the terms of the bid proposals as submitted. Summary of bid prices are on file in the Town Clerk's office;

**SECTION 3.** This resolution shall become effective April 12, 2023.

**DATED:** April 12, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

# TOWN OF ROTTERDAM

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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: March 8, 2023

TO: Town Board

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: To Accept Bids and Award Contracts for Highway Materials: Watertight & End Sections, Round Corrugated Plastic Pipe, and Underdrain Perforated Pipe

TOWN BOARD MEETING: April 12, 2023

Background Information: The Town Board called for bids for Highway Materials: Watertight & End Sections, Round Corrugated Plastic Pipe, and Underdrain Perforated Pipe on March 6, 2023.

Evaluation/Analysis: Proper Bidding Process

Recommendation(s): Accept bids and Award contracts for Highway Materials: Watertight & End Sections, Round Corrugated Plastic Pipe, and Underdrain Perforated Pipe to the following companies, as each either provided the lowest responsible bid or the same as others: Core & Main LP, Ferguson Waterworks, and Chemung Supply Corp.

Attachment/Document(s): Bid Results

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Law 103 & Town Purchasing Policy

LEGISLATION WILL BE PREPARED BY: Town Attorney

HIGHWAY MATERIALS

PIPE COLLAR BANDS & BOLTS 8" X 16 GA  
 PIPE COLLAR BANDS & BOLTS 12" X 16 GA  
 PIPE COLLAR BANDS & BOLTS 15" X 16 GA  
 PIPE COLLAR BANDS & BOLTS 18" X 16 GA  
 PIPE COLLAR BANDS & BOLTS 24" X 16 GA  
 PIPE COLLAR BANDS & BOLTS 24" X 14 GA  
 PIPE COLLAR BANDS & BOLTS 30" X 14 GA  
 PIPE COLLAR BANDS & BOLTS 48" X 12 GA  
 PIPE COLLAR BANDS & BOLTS 60" X 10 GA

POLYETHYLENE SMOOTH INTERIOR PIPE, 12" X P33 OR P34  
 POLYETHYLENE SMOOTH INTERIOR PIPE, 15" X GRADE P33 OR P34  
 POLYETHYLENE SMOOTH INTERIOR PIPE, 18" X GRADE P33 OR P34  
 POLYETHYLENE SMOOTH INTERIOR PIPE, 24" X GRADE P33 OR P34  
 POLYETHYLENE SMOOTH INTERIOR PIPE, 30" X GRADE P33 OR P34  
 POLYETHYLENE SMOOTH INTERIOR PIPE, 36" X GRADE P33 OR P34

POLYETHYLENE PERFORATED PIPE, 12" X P33 OR P34  
 POLYETHYLENE PERFORATED PIPE, 15" X P33 OR P34  
 POLYETHYLENE PERFORATED PIPE, 18" X P33 OR P34  
 POLYETHYLENE PERFORATED PIPE, 24" X P33 OR P34  
 POLYETHYLENE PERFORATED PIPE, 30" X P33 OR P34  
 POLYETHYLENE PERFORATED PIPE, 36" X P33 OR P34

WATER TIGHT COUPLING & END SECTION, 12 X P33 OR P34  
 WATER TIGHT COUPLING & END SECTION, 15 X P33 OR P34  
 WATER TIGHT COUPLING & END SECTION, 18 X P33 OR P34  
 WATER TIGHT COUPLING & END SECTION, 24 X P33 OR P34  
 WATER TIGHT COUPLING & END SECTION, 30 X P33 OR P34  
 WATER TIGHT COUPLING & END SECTION, 36 X P33 OR P34

ROUND CORRUGATED PLASTIC PIPE, 8x16 GA, PER FOOT  
 ROUND CORRUGATED PLASTIC PIPE, 12x16 GA, PER FOOT  
 ROUND CORRUGATED PLASTIC PIPE, 15x16 GA, PER FOOT  
 ROUND CORRUGATED PLASTIC PIPE, 18x16 GA, PER FOOT  
 ROUND CORRUGATED PLASTIC PIPE, 24x16 GA, PER FOOT  
 ROUND CORRUGATED PLASTIC PIPE, 24x14 GA, PER FOOT  
 ROUND CORRUGATED PLASTIC PIPE, 30x14 GA, PER FOOT  
 ROUND CORRUGATED PLASTIC PIPE, 48x12 GA, PER FOOT  
 ROUND CORRUGATED PLASTIC PIPE, 60x10 GA, PER FOOT

PLASTICUNDERDRAIN PERFORATED 8" x 16 GA, PER FOOT  
 PLASTICUNDERDRAIN PERFORATED 12" x 16 GA, PER FOOT  
 PLASTICUNDERDRAIN PERFORATED 15" x 16 GA, PER FOOT  
 PLASTICUNDERDRAIN PERFORATED 18" x 16 GA, PER FOOT  
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 PLASTICUNDERDRAIN PERFORATED 30" x 14 GA, PER FOOT  
 PLASTICUNDERDRAIN PERFORATED 48" x 12 GA, PER FOOT  
 PLASTICUNDERDRAIN PERFORATED 60" x 10 GA, PER FOOT  
 PLASTICUNDERDRAIN PERFORATED 24" x 14 GA, PER FOOT

	<u>Core &amp; Main</u>	<u>Ferguson Waterworks</u>	<u>Chemung Sui;mill Cor .</u>
	UNIT COST/DEL COST	UNIT COST/DEL COST	UNIT COST/DEL COST
	\$14.75/DEL	\$14.75/DEL	NB
	\$22.89/DEL	\$22.89/DEL	NB
	\$38.12/DEL	\$38.12/DEL	NB
	\$64.97/DEL	\$64.97/DEL	NB
	\$91.62/DEL	\$91.62/DEL	NB
	NB	\$91.62/DEL	NB
	\$212.99/DEL	\$212.99/DEL	NB
	\$509.19/DEL	\$509.19/DEL	NB
	\$792.09/DEL	\$792.09/DEL	NB
	\$10.13/DEL	\$10.13/DEL	\$10.13/DEL
	\$13.37/DEL	\$13.37/DEL	\$13.37/DEL
	\$17.92/DEL	\$17.92/DEL	\$17.92/DEL
	\$31.49/DEL	\$31.49/DEL	\$31.49/DEL
	\$41.72/DEL	\$41.72/DEL	\$41.72/DEL
	\$54.78/DEL	\$54.78/DEL	\$54.78/DEL
	\$10.13/DEL	\$10.13/DEL	\$10.13/DEL
	\$13.37/DEL	\$13.37/DEL	\$13.37/DEL
	\$17.92/DEL	\$17.92/DEL	\$17.92/DEL
	\$31.49/DEL	\$31.49/DEL	\$31.49/DEL
	\$41.72/DEL	\$41.72/DEL	\$41.72/DEL
	\$54.78/DEL	\$54.78/DEL	\$54.78/DEL
	\$360.99/DEL	\$360.99/DEL	\$10.13 - Couplers
	\$360.99/DEL	\$360.99/DEL	\$13.37 - Couplers
	\$484.94/DEL	\$484.94/DEL	\$17.92- Couplers
	\$622.36/DEL	\$622.36/DEL	\$31.49- Couplers
	\$1117.05/DEL	\$1117.05/DEL	\$41.72 Couplers
	\$1218.60/DEL	\$1218.60/DEL	\$54.78- Couplers
	\$6.89/DEL	\$6.89/DEL	NB
	\$10.13/DEL	\$10.13/DEL	NB
	\$13.37/DEL	\$13.37/DEL	NB
	\$17.92/DEL	\$17.92/DEL	NB
	\$31.49/DEL	\$31.49/DEL	NB
	NB	\$31.49/DEL	NB
	\$41.72/DEL	\$41.72/DEL	NB
	\$92.24/DEL	\$92.24/DEL	NB
	\$170.20/DEL	\$170.20/DEL	NB
	\$6.89/DEL	\$6.89/DEL	\$6.89/DEL
	\$12.29/DEL	\$12.29/DEL	\$10.13/DEL
	\$16.45/DEL	\$16.45/DEL	\$13.37/DEL
	NB	NB	\$17.92/DEL
	NB	NB	\$31.49/DEL
	NB	NB	\$41.72/DEL
	NB	NB	\$92.24/DEL
	NB	NB	\$170.20/DEL
	NB	NB	\$31.49/DEL

Green = AWARDED  
 Red = NOT AWARDED  
 Yellow = NO BID

Core &  
Main

# ***Town of Rotterdam***

## ***Highway Department Request for Bids***

### **Highway Materials:**

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

### ***Bid Opening:***

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


**TOWN OF ROTTERDAM**  
**BID FORM**

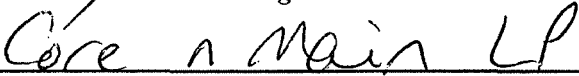
*The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:*


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

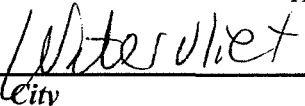
*The entire bid is strictly in accordance with the specification set forth in the bid documents herein.*

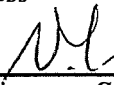
*I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies, and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt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

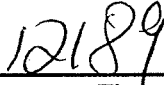
  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Company or Corporation

  
\_\_\_\_\_  
Address

  
\_\_\_\_\_  
City

  
\_\_\_\_\_  
State

  
\_\_\_\_\_  
Zip

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
PIPE COLLAR BANDS & BOLTS 8" x 16 GA	1.75	1.75	0.75
PIPE COLLAR BANDS & BOLTS 12" x 16 GA	2.12	2.12	1.12
PIPE COLLAR BANDS & BOLTS 15" x 16 GA	2.12	2.12	1.12
PIPE COLLAR BANDS & BOLTS 18" x 16 GA	2.17	2.17	1.17
PIPE COLLAR BANDS & BOLTS 24" x 16 GA	2.17	2.17	1.17
PIPE COLLAR BANDS & BOLTS 24" x 14 GA	2.17	2.17	1.17
PIPE COLLAR BANDS & BOLTS 30" x 14 GA	2.99	2.99	1.99
PIPE COLLAR BANDS & BOLTS 48" x 12 GA	9.19	9.19	5.19
PIPE COLLAR BANDS & BOLTS 60" x 10 GA	11.19	11.19	7.19
POLYETHYLENE SMOOTH INTERIOR PIPE, 12" x P33 OR P34	10.15	10.15	5.15
POLYETHYLENE SMOOTH INTERIOR PIPE, 15" x GRADE P33 OR P34	11.51	11.51	6.51
POLYETHYLENE SMOOTH INTERIOR PIPE, 18" x GRADE P33 OR P34	11.9	11.9	6.9
POLYETHYLENE SMOOTH INTERIOR PIPE, 24" x GRADE P33 OR P34	11.9	11.9	6.9
POLYETHYLENE SMOOTH INTERIOR PIPE, 30" x GRADE P33 OR P34	11.7	11.7	6.7
POLYETHYLENE SMOOTH INTERIOR PIPE, 36" x GRADE P33 OR P34	11.7	11.7	6.7
POLYETHYLENE PERFORATED PIPE, 12" x P33 OR P34	10.1	10.1	5.1
POLYETHYLENE PERFORATED PIPE, 15" x P33 OR P34	11.7	11.7	6.7
POLYETHYLENE PERFORATED PIPE, 18" x P33 OR P34	11.7	11.7	6.7
POLYETHYLENE PERFORATED PIPE, 24" x P33 OR P34	11.9	11.9	6.9
POLYETHYLENE PERFORATED PIPE, 30" x P33 OR P34	11.7	11.7	6.7
POLYETHYLENE PERFORATED PIPE, 36" x P33 OR P34	11.7	11.7	6.7

WATER TIGHT COUPLING & END SECTION, 12 x P33 OR P34	5,0.99	3, or	
WATER TIGHT COUPLING & END SECTION, 15 x P33 OR P34	3(,0.99)	? Wrt	
WATER TIGHT COUPLING & END SECTION, 18 x P33 OR P34	L/tJ,q	'18,f,9'	
WATER TIGHT COUPLING & END SECTION, 24 x P33 OR P34	d. .Jk	6.3	6
WATER TIGHT COUPLING & END SECTION, 30 x P33 OR P34	JlI7. fj	(tlJio	
WATER TIGHT COUPLING & END SECTION, 36 x P33 OR P34	JJ..1. fti	/J]gt:	V
ROUND CORRUGATED PLASTIC PIPE, 8x16 GA, PER FOOT	(. 9	(J.rgc,	
ROUND CORRUGATED PLASTIC PIPE, 12x16 GA, PER FOOT	lf)	ID, 11.	
ROUND CORRUGATED PLASTIC PIPE, 15x16 GA, PER FOOT	13,'sl	l:>.:;7	
ROUND CORRUGATED PLASTIC, 18x16 GA, PER FOOT	11. c,a	17.CU	
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ROUND CORRUGATED PLASTIC PIPE, 48x12 GA, PER FOOT	qW	o,;:;: 9	
ROUND CORRUGATED PLASTIC PIPE, 60x10 GA, PER FOOT	170 .20	110-U:)	
PLASTIC UNDERDRAIN PERFORATED 8" x 16 GA, PER FOOT	11-	& . q	
PLASTIC UNDERDRAIN PERFORATED 12" x 16 GA, PER FOOT	Q,	J:J.J q	
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PLASTIC UNDERDRAIN PERFORATED 18" x 16 GA, PER FOOT	!!!		
PLASTIC UNDERDRAIN PERFORATED 24" x 16 GA, PER FOOT	"		
PLASTIC UNDERDRAIN PERFORATED 30" x 14 GA, PER FOOT	"	,Pr	
PLASTIC UNDERDRAIN PERFORATED 48" x 12 GA, PER FOOT	V	... !!!	
PLASTIC UNDERDRAIN PERFORATED 60" x 10 GA, PER FOOT			V
PLASTIC UNDERDRAIN PERFORATED 24" x 14 GA, PER FOOT			

Bidder shall honor bid price for one (1) year commencing on **April 13, 2023**, at the mutual consent of both the Town and the Contractor.

**NOTE:** Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent [llamora@rotterdamny.org](mailto:llamora@rotterdamny.org) or by calling 518-355-7722



## INSTRUCTIONS TO BIDDERS:

1. All bids must be submitted before **10:30 a.m. on March 6, 2023**, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:30 a.m. March 6, 2023**, will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.

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

**NON-COLLUSION BIDDING CERTIFICATION**

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

Name of Firm: re A (\ Lr  
 Signed by: vf(cj:C Title: '4<C)7--''---"£C:.....,A-i-h  
 Signature: \_\_\_\_\_ Date 23

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

Core & Main LP  
1830 Craig Park Court  
St Louis, MO 63146



**CERTIFICATE OF AUTHORITY  
(Branch Managers/District Managers)**

Resolved, that the undersigned hereby authorize \_\_\_\_\_

Reference: \_\_\_\_\_

Date: \_\_\_\_\_

to sign and submit the  
\_\_\_\_\_ Town \_\_\_\_\_ of  
proposal the certificate  
in 103 of the General  
articles or misstatements  
of perjury.

\_\_\_\_\_ day of \_\_\_\_\_

(THE CORPORATION)

**WAIVER OF IMMUNITY CLAUSE**

I, \_\_\_\_\_, hereby waive my right to  
this bid or proposal for  
\_\_\_\_\_ in St. Louis County, and  
waiver of immunity clause  
of this individual, and  
I shall be liable under

\_\_\_\_\_ if called before a  
\_\_\_\_\_ against Criminal

**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:
  - o Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - o Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - o 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;
  - o 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:
  - o 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:
  - o Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - o Sabotaging an individual's work;
  - o 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](http://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](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto: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.

## BID FOR RFP WATERTIGHT END SECTION,ROUND CORRUGATED PLASTIC PIPE, UNDERDRAIN PERFORATED PIPE- 2023

**BID FOR:**Highway Materials:Watertight & End Section, Round Corrugated Plastic Pipe & Underdrain Perforated Pipe  
**DATE OF TB MTG. & RESOLUTION#:** Febraury 8, 2023-Res#SS.23  
**DATE BID PACKETS BECOME AVAILABLE:** February 10, 2023 BIDNET

**DATE PUBLISHED N NEWSPAPER:** February 11, 2023  
**DATE & TIME BIDS TO BE OPENED:** March 6, 2023 @10:30 AM

#Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone#	Contract #s	BID Amount	Comments
1	12/22/2023	DMM	Core & Main, LP BR. 400 nora.sanford@coreandmain.com	14 Arch Street, Watervliet, NY 12189	Steven Law Nora	518-273-6300		Bid Packet attached	
2	Bidnet	DMM/MG	Ferguson Waterworks joel.ramundo@ferguson.com	612 Pierce Road Clifton Pk, NY 12065	Melissa Visconte	518-877-3086		Bid Packet attached	
3	Bidnet	DMM/MG	Chemung Supply Corp. nrounds@chemungsupply.com	2420 Corning Road Elmira, NY 14903	Mike Menner	607-733-5506		Bid Packet attached	

Bid Packet

elatedItems/AllBidDoc/BidSheetTemplate

Ferguson

# ***Town of Rotterdam***

## ***Highway Department Request for Bids***

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

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

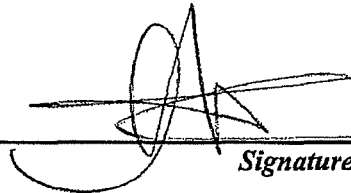
**TOWN OF ROTTERDAM  
BIDFORM**

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

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

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

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



*Signature*

Ferguson Waterworks

*Name of Company or Corporation*

612 Pierce Road

*Address*

Clifton Park

NY

12065

*City*

*State*

*Zip*

<b>HIGHWAY MATERIALS</b>	<b>UNIT COST</b>	<b>DEL, COST</b>	<b>F,O.B. POINT</b>
PIPE COLLAR BANDS & BOLTS 8" x 16 GA	\$14.75	\$14.75	\$14.75
PIPE COLLAR BANDS & BOLTS 12" x 16 GA	\$22.89	\$22.89	\$22.89
PIPE COLLAR BANDS & BOLTS 15" x 16 GA	\$38.12	\$38.12	\$38.12
PIPE COLLAR BANDS & BOLTS 18" x 16 GA	\$64.97	\$64.97	\$64.97
PIPE COLLAR BANDS & BOLTS 24" x 16 GA	\$91.62	\$91.62	\$91.62
PIPE COLLAR BANDS & BOLTS 24" x 14 GA	\$91.62	\$91.62	\$91.62
PIPE COLLAR BANDS & BOLTS 30" x 14 GA	\$212.99	\$212.99	\$212.99
PIPE COLLAR BANDS & BOLTS 48" x 12 GA	\$509.19	\$509.19	\$509.19
PIPE COLLAR BANDS & BOLTS 60" x 10 GA	\$792.09	\$792.09	\$792.09
POLYETHYLENE SMOOTH INTERIOR PIPE, 12" x P33 OR P34	\$10.13	\$10.13	\$10.13
POLYETHYLENE SMOOTH INTERIOR PIPE, 15" x GRADE P33 OR P34	\$13.37	\$13.37	\$13.37
POLYETHYLENE SMOOTH INTERIOR PIPE, 18" x GRADE P33 OR P34	\$17.92	\$17.92	\$17.92
POLYETHYLENE SMOOTH INTERIOR PIPE, 24" x GRADE P33 OR P34	\$31.49	\$31.49	\$31.49
POLYETHYLENE SMOOTH INTERIOR PIPE, 30" x GRADE P33 OR P34	\$41.72	\$41.72	\$41.72
POLYETHYLENE SMOOTH INTERIOR PIPE, 36" x GRADE P33 OR P34	\$54.78	\$54.78	\$54.78
POLYETHYLENE PERFORATED PIPE, 12" x P33 OR P34	\$10.13	\$10.13	\$10.13
POLYETHYLENE PERFORATED PIPE, 15" x P33 OR P34	\$13.37	\$13.37	\$13.37
POLYETHYLENE PERFORATED PIPE, 18" x P33 OR P34	\$17.92	\$17.92	\$17.92
POLYETHYLENE PERFORATED PIPE, 24" x P33 OR P34	\$31.49	\$31.49	\$31.49
POLYETHYLENE PERFORATED PIPE, 30" x P33 OR P34	\$41.72	\$41.72	\$41.72
POLYETHYLENE PERFORATED PIPE, 36" x P33 OR P34	\$54.78	\$54.78	\$54.78

WATER TIGHT COUPLING & END SECTION, 12 x P33 OR P34	\$360.99	\$360.99	\$360.99
WATER TIGHT COUPLING & END SECTION, 15 x P33 OR P34	\$360.99	\$360.99	\$360.99
WATER TIGHT COUPLING & END SECTION, 18 x P33 OR P34	\$484.94	\$484.94	\$484.94
WATER TIGHT COUPLING & END SECTION, 24 x P33 OR P34	\$622.36	\$622.36	\$622.36
WATER TIGHT COUPLING & END SECTION, 30 x P33 OR P34	\$1,117.05	\$1,117.05	\$1,117.05
WATER TIGHT COUPLING & END SECTION, 36 x P33 OR P34	\$1,218.60	\$1,218.60	\$1,218.60
ROUND CORRUGATED PLASTIC PIPE, 8x16 GA, PER FOOT	\$6.89	\$6.89	\$6.89
ROUND CORRUGATED PLASTIC PIPE, 12x16 GA, PER FOOT	\$10.13	\$10.13	\$10.13
ROUND CORRUGATED PLASTIC PIPE, 15x16 GA, PER FOOT	\$13.37	\$13.37	\$13.37
ROUND CORRUGATED PLASTIC, 18x16 GA, PER FOOT	\$17.92	\$17.92	\$17.92
ROUND CORRUGATED PLASTIC PIPE, 24x16 GA, PER FOOT	\$31.49	\$31.49	\$31.49
ROUND CORRUGATED PLASTIC PIPE, 24x14 GA, PER FOOT	\$31.49	\$31.49	\$31.49
ROUND CORRUGATED PLASTIC PIPE, 30x14 GA, PER FOOT	\$41.72	\$41.72	\$41.72
ROUND CORRUGATED PLASTIC PIPE, 48x12 GA, PER FOOT	\$92.24	\$92.24	\$92.24
ROUND CORRUGATED PLASTIC PIPE, 60x10 GA, PER FOOT	\$170.20	\$170.20	\$170.20
PLASTIC UNDERDRAIN PERFORATED 8" x 16 GA, PER FOOT	\$6.89	\$6.89	\$6.89
PLASTIC UNDERDRAIN PERFORATED 12" x 16 GA, PER FOOT	\$12.29	\$12.29	\$12.29
PLASTIC UNDERDRAIN PERFORATED 15" x 16 GA, PER FOOT	\$16.45	\$16.45	\$16.45
PLASTIC UNDERDRAIN PERFORATED 18" x 16 GA, PER FOOT	no bid	no bid	no bid
PLASTIC UNDERDRAIN PERFORATED 24" x 16 GA, PER FOOT	no bid	no bid	no bid
PLASTIC UNDERDRAIN PERFORATED 30" x 14 GA, PER FOOT	no bid	no bid	no bid
PLASTIC UNDERDRAIN PERFORATED 48" x 12 GA, PER FOOT	no bid	no bid	no bid
PLASTIC UNDERDRAIN PERFORATED 60" x 10 GA, PER FOOT	no bid	no bid	no bid
PLASTIC UNDERDRAIN PERFORATED 24" x 14 GA, PER FOOT	no bid	no bid	no bid

Bidder shall honor bid price for one (1) year commencing on **April 13, 2023**, at the mutual consent of both the Town and the Contractor.

**NOTE:** Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent [llamora@rotterdamnv.org](mailto:llamora@rotterdamnv.org) or by calling 518-355-7722

## INSTRUCTIONS TO BIDDERS:

1. All bids must be submitted before **10:30 a.m. on March 6, 2023**, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:30 a.m. March 6, 2023** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.



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

**NON-COLLUSION BIDDING CERTIFICATION**

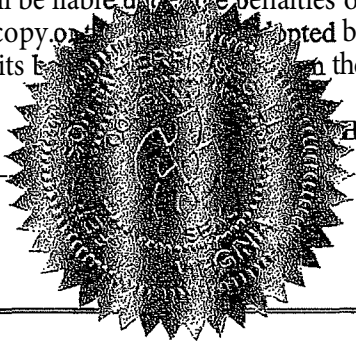
- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - 1) The prices in this bid have been arrived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

Name of Firm: Ferguson Waterworks  
 Signed by: Melissa Visconte Title: Branch Manager  
 Signature: \_\_\_\_\_ Date: 3/23/23

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

Resolved that Melissa Visconte be authorized to sign and submit the bid or proposal of this corporation for Ferguson Waterworks 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 on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



\_\_\_\_\_  
(THE CORPORATION)

Signature of Secretary

*See attached*

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

I Melissa Visconte hereby sign and submit this bid or proposal for Highway Materials 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

3.2.23  
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: Ferguson Waterworks

Signed by: [Signature] Title: Branch Manager

Signature: \_\_\_\_\_ Date: 3-2-23

CERTIFICATE-OF SIGNATORY AUTHORITY

The undersigned Assistant Secretary of FERGUSON ENTERPRISES, LLC, a limited liability company duly organized and existing Under the laws of the State of Virginia (the "Company"), hereby certifies that each of the following employees of the Company, individually, is authorized to execute and to act on behalf of the Company, any affidavit, lien application, lien waiver, payment application and release of lien necessary to preserve, protect, perfect or remove any encumbrances in or on real or personal property.

Melissa nte  
Name \_\_\_\_\_ 81

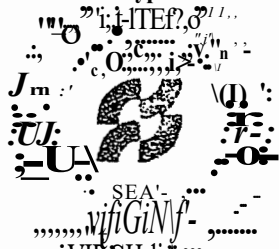
Branch: Manager/-Outside Sales  
Title

The authority referred to above shall remain in full force and effect until the earliest of (i) July 31, 2023, (ii) written notice of revocation of such authority is received or (iii) the above referenced individual terminates employment with the Company.

Subject to the foregoing, the Company's customer, relying on this Certificate shall be permitted to treat as authorized all documents signed by the above referenced individual in the Company's name.

The provisions of this Certificate are in conformity with a resolution adopted by the Board of Directors of the Company. Only the above referenced individuals and all other individuals specifically authorized by the Company, may exercise the authority granted herein.

In witness whereof, I have hereunto subscribed my name, and affixed the seal of the Company, this 13<sup>th</sup> day of March, 2022.



FERGUSON ENTERPRISES, LLC

Wesley E. Rice  
Wesley E. Rice  
Assistant Secretary

(Company Seal)

COMMONWEALTH OF VIRGINIA  
CITY OF NEWPORT NEWS

Sworn to, subscribed and acknowledged before me this 13 day of March, 2022, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company, on behalf of such Company.

Casey R. Mehlhoff  
Notary Public - Casey R. Mehlhoff

My commission expires July 31, 2022.



"FJIS CERTIFICATE IS VOID IF ALTERED IN ANY WAY"

**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:
  - o Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - o Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - o 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;
  - o 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:
  - o 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:
  - o Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - o Sabotaging an individual's work;
  - o 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 (DEIR).

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 OHR 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 OHR, 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](http://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](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto: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.

Ferguson Waterworks  
Melissa Visconte  
612 Pierce Rd  
Clifton Park New York  
12065 United States

Bid Amount: \$6,793.07  
Solicitation Number: 02102023b

Bid

**Carl Perine <cperine@chemungsupply.com>**

Fri 3/10/2023 9:43 AM

To **Amanda Lawson <alawson@rotterdamny.org>**

*Amanda-*

*As per our conversation.*

*We only bid the "coupler" - not the end section.*

*Kindly acknowledge receipt of this e-mail.*

*Thank You*

*Carl*

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001-132.--S31q-feX

Chemung

TOWN OF ROTTERDAM  
BIDFORM

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

**HIGHWAY 11: MATERIALS: WATERTIGHT & END SECTION, ROUND CORRUGATED PLASTIC PIPE, & PLASTIC UNDERDRAIN PERFORATED PIPE**

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

I understand 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.

**cD**

Signature Carl H Perine

Chemung Supply Corp

Name of Company or Corporation

2420 Corning Rd

Address

Elmira

City

NY

State

14903

Zip

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
PIPE COLLAR BANDS & BOLTS 8" x 16 GA	No Bid	Included	
PIPE COLLAR BANDS & BOLTS 12" x 16 GA			
PIPE COLLAR BANDS & BOLTS 15" x 16 GA			
PIPE COLLAR BANDS & BOLTS 18" x 16 GA			
PIPE COLLAR BANDS & BOLTS 24" x 16 GA			
PIPE COLLAR BANDS & BOLTS 24" x 14 GA			
PIPE COLLAR BANDS & BOLTS 30" x 14-GA			
PIPE COLLAR BANDS & BOLTS 48" x 12. GA			
PIPE COLLAR BANDS & BOLTS 60" x 10 GA			
<del>1.44 1111 t1 t krtlt:tl W.*#J? 13 -)1 Y B</del>			
POLYETHYLENE SMOOTH INTERIOR PIPE, 12" x P33 OR P34	\$10.13		
POLYETHYLENE SMOOTH INTERIOR PIPE, 15" x GRADE P33 OR P34	\$13.37		
POLYETHYLENE SMOOTH INTERIOR PIPE, 18" x GRADE P33 OR P34	\$17.92		
POLYETHYLENE SMOOTH INTERIOR PIPE, 24" x GRADE P33 OR P34	\$31.49		
POLYETHYLENE SMOOTH INTERIOR PIPE, 30" x GRADE P33 OR P34	\$41.72		
POLYETHYLENE SMOOTH INTERIOR PIPE, 36" x GRADE P33 OR P34	\$54.78		
<del>1.44 1111 t1 t krtlt:tl W.*#J? 13 -)1 Y B</del>			
POLYETHYLENE PERFORATED PIPE, 12" x P33 OR P34	\$10.13		
POLYETHYLENE PERFORATED PIPE, 15" x P33 OR P34	\$13.37		
POLYETHYLENE PERFORATED PIPE, 18" x P33 OR P34	\$17.92		
POLYETHYLENE PERFORATED PIPE, 24" x P33 OR P34	\$31.49		
POLYETHYLENE PERFORATED PIPE, 30" x P33 OR P34	\$41.72		
POLYETHYLENE PERFORATED PIPE, 36" x P33 OR P34	\$54.78		

*IS. a''.*

WATER TIGHT COUPLING & END SECTION, 12 x P33 OR P34	\$10.13	Included		
WATER TIGHT COUPLING & END SECTION, 15 x P33 OR P34	\$13.37			
WATER TIGHT COUPLING & END SECTION, 18 x P33 OR P34	\$17.92			
WATER TIGHT COUPLING & END SECTION, 24 x P33 OR P34	\$31.49			
WATER TIGHT COUPLING & END SECTION, 30 x P33 OR P34	\$41.72			
WATER TIGHT COUPLING & END SECTION, 36 x P33 OR P34	\$54.78			
ROUND CORRUGATED PLASTIC PIPE, 8x16 GA, PER FOOT	No Bid			
ROUND CORRUGATED PLASTIC PIPE, 12x16 GA, PER FOOT				
ROUND CORRUGATED PLASTIC PIPE, 15x16 GA, PER FOOT				
ROUND CORRUGATED PLASTIC PIPE, 18x16 GA, PER FOOT				
ROUND CORRUGATED PLASTIC PIPE, 24x16 GA, PER FOOT				
ROUND CORRUGATED PLASTIC PIPE, 24x14 GA, PER FOOT				
ROUND CORRUGATED PLASTIC PIPE, 30x14 GA, PER FOOT				
ROUND CORRUGATED PLASTIC PIPE, 48x12 GA, PER FOOT				
ROUND CORRUGATED PLASTIC PIPE, 60x10 GA, PER FOOT				
PLASTIC UNDERDRAIN PERFORATED 8" x 16 GA, PER FOOT	\$6.89			
PLASTIC UNDERDRAIN PERFORATED 12" x 16 GA, PER FOOT	\$10.13			
PLASTIC UNDERDRAIN PERFORATED 15" x 16 GA, PER FOOT	\$13.37			
PLASTIC UNDERDRAIN PERFORATED 18" x 16 GA, PER FOOT	\$17.92			
PLASTIC UNDERDRAIN PERFORATED 24" x 16 GA, PER FOOT	\$31.49			
PLASTIC UNDERDRAIN PERFORATED 30" x 14 GA, PER FOOT	\$41.72			
PLASTIC UNDERDRAIN PERFORATED 48" x 12 GA, PER FOOT	\$92.24			
PLASTIC UNDERDRAIN PERFORATED 60" x 10 GA, PER FOOT	\$170.20			
PLASTIC UNDERDRAIN PERFORATED 24" x 14 GA, PER FOOT	\$31.49			

Bidder shall honor bid price for one (1) year commencing on April 13, 2023, at the mutual consent of both the Town and the Contractor.

**NOTE:** Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent [llamora@rotterdamny.org](mailto:llamora@rotterdamny.org) or by calling 518-355-7722



**NON-COLLUSION BIDDING CERTIFICATION**

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

Name of Firm: Chemung Supply Corp  
Signed by: Carl H Perine Title: Vice President  
Signature: \_\_\_\_\_ Date: 02/15/23

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

Resolved that Carl H Perine be authorized to sign and submit the bid or proposal of this corporation for Chemung Supply Corp 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 Chemung Supply Corp corporation at a meeting of its board of directors held on the 15 day of Feb 2023

**(SEAL OF THE CORPORATION)**

Signature of Secretary Marc F Sterman

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

I, Carl H Perine hereby sign and submit this bid or proposal for Chemung Supply Corp 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 Carl H Perine

02/15/23  
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: Chemung Supply Corp

Signed by: Carl H Perine Title: Vice President

Signature: \_\_\_\_\_ Date: 02/15/23

Chemung

Bid Amount: \$923.68  
Solicitation Number: 02102023b

Chemung supply  
Mike Menner  
2420 Corning Rd  
Elmira New York  
14903 United States

**RESOLUTION NO. 144.23**

**AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CINTAS CORPORATION**

**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 a 60-month contract with Cintas Corporation for standard uniform cleaning services for the employees of the Town of Rotterdam's Wastewater Treatment Plant.

**SECTION 2.** This resolution shall become effective April 12, 2023.

**DATED:** April 12, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
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: March 30, 2023

TO: Mollie Collins - Town Supervisor

FROM: James Keith - Senior Building Inspector ?—

TITLE OF REQUEST: Authorize Supervisor to enter into an agreement with Cintas

TOWN BOARD MEETING: April 12, 2023

Background Information: Cintas-has cleaned the clothing for the WWTP employees since 2015.

Evaluation/Analysis: Continue to have Cintas clean the clothing for the WWTP employees.

Recommendation(s): Sign agreement with Cintas.

Attachment/Document(s): Cintas Agreement

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office



STANDARD RENTAL SERVICE AGREEMENT

Location No. 035M 84 Agreement No. 210-201436 Customer No. 13110234 Date \_\_\_\_\_  
 Customer TOWN OF ROTTERDAM Phone 518-393-4594  
 Address W CAMPBELL RD City SCHENECTADY State NY Zip 12306

UNIFORM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
X492	DENIM LEE JEANS WASH - Rental		ANY	0.675
X912	COVERALL - Rental		ANY	2.325
X970	HIP LENGTH JKT - Rental		ANY	1.877
X971	IKE JACKET - Rental		ANY	2.148

EMBLEM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
BA1924S	DK NAVY/ WHITE/ NAVY*		ANY	2.250
BD1924S	DK NAVY/ WHITE/ NAVY*		ANY	3.500

FACILITY SERVICES PRODUCTS PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price

- o This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- o The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- o COD Terms \$ \_\_\_\_\_ per week charge for delayed payment (if Amount Due is Carried to Following Week)
- o Credit Terms - Charge Payments due 10 Days After End of Month
- a Automatic Lost Replacement Charge: Material \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ EA
- o Make-Up Charge = \$ 2 - = 5 7 0 ---- per garment
- a Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$0.070 \_\_\_\_\_ per garment
- o Artwork Charge for Logo Mal \$ \_\_\_\_\_
- o Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- o Service Charge: \$16.73 \_\_\_\_\_ per delivery.  
 This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs Incurred or that may be incurred in the future by Company.
- o Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ \_\_\_\_\_ per garment will be assessed for employees size changed within 4 weeks of installation.
- a Uniform Advantage \$ \_\_\_\_\_ per garment Premium Advantage \$' \_\_\_\_\_ per garment
- o Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- o Emblem Advantage \$0.060 \_\_\_\_\_ per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.
- o Prep Advantage \$0.050 \_\_\_\_\_ per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- o Other \_\_\_\_\_

- \_\_\_\_\_ Initial and check box if Unilease. All garments will be cleaned by Customer.  
Date \_\_\_\_\_
- \_\_\_\_\_ Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of customer.  
Date \_\_\_\_\_
- \_\_\_\_\_ Initial and check box if receiving direct embroidery. If service is discontinued for an employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason, or falls to renew the agreement. Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.  
Date \_\_\_\_\_
- \_\_\_\_\_ Initial and check box if declining the Uniform Advantage Program  
Date \_\_\_\_\_

Customer certifies that **D** it is **D** is not a federal, state, or local government branch or agency.  
 This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.



# STANDARD RENTAL SERVICE AGREEMENT

Cintas Loc.No \_\_\_\_\_ -  
By \_\_\_\_\_ -  
Title \_\_\_\_\_ -  
Accepted-GM \_\_\_\_\_ -

Please Sign Name \_\_\_\_\_ -  
Please Print Name \_\_\_\_\_ -  
Please Print Title \_\_\_\_\_ -  
E-Mail \_\_\_\_\_ -





## STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

1. The Customer, its successors and assigns ("**Customer**") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("**Company**") all of the Customer's requirements of garment rental services and other materials covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental material per year.
2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garment issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.
7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhart! trademarked products. If Company should no longer have such license, then Company will substitute the Carhart! trademarked garments with garments of similar material and quality.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
- 10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental materials are paid for at the then current replacement values or returned to Company in good and usable condition.**
11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie within the state where Customer is located.
14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.

16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.

17. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROJECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

18. If Company provides high visibility garments to Customer, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

19. Prevailing Wage/Living Wage. Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.

**RESOLUTION NO. 145.23**

**TO ALLOW OPERATION OF A KIOSK AT KIWANIS PARK BOAT LAUNCH BY  
CORNELL UNIVERSITY COOPERATIVE EXTENSION SARATOGA COUNTY**

**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 the request of Cornell University Cooperative Extension Saratoga County, 50 West High Street, Ballston Spa, New York, 12020, to operate a kiosk at Kiwanis Park boat launch from May 25, 2023 through September 4, 2023, pursuant to the terms and conditions set forth in its request dated April 3, 2023, at no cost to the Town, on the following condition: that Cornell University Cooperative Extension Saratoga County provide proof of insurance covering the subject period and naming the Town of Rotterdam as an additional insured thereunder.

**SECTION 2.** This resolution shall become effective April 12, 2023.

**DATED:** April 12, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
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: April 4, 2023  
TO: Mollie A. Collins, Town Supervisor  
FROM: Megan Griffin, Confidential Secretary  
TITLE OF REQUEST: Permission for educational kiosk at the Kiwanis Park boat launch.  
TOWN BOARD MEETING: April 12, 2023

Background Information: Cornell University Cooperative Extension Saratoga County is requesting to educate the public and boaters on threats of Aquatic Invasive Species (AIS) through a partnership for Regional Invasive Species Management's (PRISM) Aquatic Invasive Species Spread Prevention Program (AISPP).

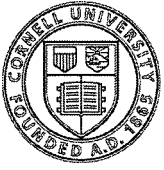
Evaluation/Analysis: An AIS Watercraft Steward will be stationed at the Kiwanis Park boat launch from May 25, 2023 - September 4, 2023, Thursday-Monday, 7:00 am- 3:30 pm (subject to program needs). The AIS Watercraft Steward will be at a highly visible station with field supplies (folding table, chair and sandwich board sign and educational materials).

Recommendation(s): Authorize the Supervisor to enter into an agreement with Cornell University Cooperative Extension of Saratoga County to operate a kiosk at the Kiwanis Park boat launch.

Attachment/Document(s): Letter from Cornell University Cooperative Extension Saratoga County dated April 5, 2023.

Compliance with Purchasing Policy: *N/A*

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



Cornell University  
Cooperative Extension  
Saratoga County

50 West High Street  
Ballston Spa, NY 12020-1992  
Telephone: 518.885.8995  
Fax: 518.885.9078  
E-mail: saratoga@cornell.edu  
www.ccesaratoga.org

April 5<sup>th</sup>, 2023

Town of Rotterdam  
Attn: Supervisor Mollie Collins  
1100 Sunrise Blvd  
Rotterdam, New York 12306

Dear Supervisor Mollie Collins,

I am writing to request continued permission to station an Aquatic Invasive Species (AIS) Watercraft Steward at Kiwanis Park boat launch during the 2023 boating season, and to provide you with details about the Capital Region Partnership for Regional Invasive Species Management's (PRISM) Watercraft Inspection Steward Program (WISP), hosted by the Cornell Cooperative Extension of Saratoga County.

The Capital Region PRISM provides invasive species management efforts in 11 counties surrounding the Capital Region, focusing on early detection and rapid response of high and very high threat invasive species. The Capital Region PRISM is administrating a contract with the New York State Department of Environmental Conservation to conduct outreach and education about AIS at boat launches along the Mohawk and Hudson River regions.

Through the WISP Program, AIS Watercraft Stewards educate the public and boaters on the threats of AIS and methods for preventing the spread. Stewards collect data from the public through a survey form and complete voluntary watercraft inspections.

The voluntary watercraft inspection process does not impede launch use. Public participation in watercraft inspections is 100% voluntary; inspections are not required by law. While stationed at the boat launch, Stewards are responsible for the following activities:

- Complete voluntary watercraft inspections following a standardized protocol
- Engage boaters in dialogue about AIS, highlighting AIS impacts on the environment and providing spread prevention recommendations
- Provide AIS educational materials
- Collect metrics on public participation in following recommended AIS spread prevention measures and aquatic invasive species data

AIS Watercraft Stewards will maintain a highly visible station where the public can collect AIS educational materials and inquire about the AISSP Program. The Steward's station will include field supplies such as a folding table, chair, sandwich board sign (notifying the public that a Watercraft Steward is on duty), and educational materials. Stewards will bring supplies to the launch each day and will remove them from the launch at the end of each shift.

Placements of an AIS Watercraft Steward at Kiwanis Park boat launch is requested from May 25, 2023 through September 4, 2023. Steward coverage will generally be provided Thursday-Monday from 7:00AM-3:30 PM, though these times are subject to change based on program needs. Stewards will not be working outside of daylight hours.

Approval to station an AIS Watercraft Steward at Kiwanis Park boat launch is requested by **April 20<sup>th</sup>, 2023**. Please reach out if you would like additional information on the responsibilities of Stewards or the program. We

look forward to working with the Town of Rotterdam to minimize the spread of aquatic invasive species in New York State waters.

I hereby grant permission for the placement of a Watercraft Steward at the Kiwanis Park launch located in the Town of Rotterdam from May 25, 2023 through September 4, 2023.

X

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Electronic Signature Requested

Sincerely,

Hannah Coppola

*Aquatic Invasive Species Program Manager  
Capital Region PRISM  
Partnership for Regional Invasive Species Management  
hwe22@cornell.edu / p 518-885-8995 Ext. 2215  
[www.capitalregionprism.org](http://www.capitalregionprism.org)*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)

6/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER P.W. Wood & Son, Inc. 2333 N Triphammer Road Suite 501 Ithaca NY 14850	21 <sup>CT</sup> Karen J Swoek I <sup>N</sup> : o. Ext: 607-266-3303 FAX IAC.NOI: 607-266-9663 IfJ ss: ccecontracts@thewoodoffice.com														
	License#: <b>CR</b> 14566 C 00-39														
INSURED Cornell Cooperative Extension Saratoga County 50 W High Street Ballston Spa NY 12020	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES** CERTIFICATE NUMBER: 727054931 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF IMM/DD/YYYY	POLICY EXP IMM/DD/YYYY	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE GENL AGG. EXCESS LIAB PER POLICY PER FI SUBJECT D Loc	Y	PHPK2413063	5/24/2022	5/24/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE DUNTS - CUMULOPAGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUT SCHEDULED AUTOS ONLY NON-SCHEDULED AUTOS ONLY		PHPK2413063	5/24/2022	5/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (per person) \$ PROPERTY DAMAGE (per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE DED RETENTN		PHUB814149	5/24/2022	5/24/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, be under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - FAULT TYPE \$ E.L. DISEASE - LOW LIMIT \$

DESCRIPTION OF OPERATIONS /LOCATIONS IVEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Watercraft Inspection Steward Program at Kiwanis Park Boat Launch as scheduled for 2022 boating season. Town of Rotterdam is an additional insured if required by written contract, per endorsement number PI-GLD-HS NY (10/11).

<b>CERTIFICATE HOLDER</b>  Town of Rotterdam 1100 Sunrise Blvd Rotterdam NY 12306	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Y uti</i>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

It is our stated intention that the various endorsements, coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit: If this endorsement and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same claim, "suit," or medical expenses, we shall not be liable under this endorsement for a greater proportion of the total loss for that claim than this endorsement's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such endorsements, coverage parts or policies.

This condition does not apply to any excess or umbrella policy issued by us specifically to apply as excess insurance over the underlying Commercial General Liability policy.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page#</b>
Extended Property Damage	included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	3
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments - Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments - Bail Bonds	\$5,000	5
Supplementary Payment- Loss of Earnings	\$1,000 per day	5
Key and Lock Replacement - Janitorial Services Client Coverage	\$10,000 limit	5
Additional Insured - Newly Acquired Time Period	Amended	6
Additional Insured - Medical Directors and Administrators	Included	7
Additional Insured - Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured - Broadened Named Insured	Included	7
Additional Insured - Funding Source	Included	7
Additional Insured - Home Care Providers	Included	7
Additional Insured - Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured - Lessor of Leased Equipment	Included	7



We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you **by** your "client," up to a **\$10,000** limit per occurrence and **\$10,000** policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for **30** days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**K Additional Insureds**

**SECTION II - WHO IS AN INSURED** is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:
  - a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:

- a. **Medical Directors and Administrators-** Your medical directors and administrators, but only **while** acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure **to** furnish professional services of any physician or psychiatrist in the treatment of a patient.
- b. **Managers and Supervisors-** Your managers and supervisors are also insureds, but **only** with respect **to** their duties as your managers and supervisors. Managers and supervisors who are your employees are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2-a,(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** - A n y organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply **to** any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** - A n y person or organization with respect **to** their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** - A t the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** - A n y person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf **of** that person or organization.
- g. **Lessor of Leased Equipment - Automatic Status When Required in Lease Agreement With You** - A n y person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization **is** to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability **for** "bodily injury," "property damage" **or** "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** - Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
  
- i. **Vendors** - Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
    - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** - Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required** by Contract-Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. owners, **lessees** or Contractors - Any person or organization, **but only with** respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured when required by a contract.
- With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
- (a) AJ work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- m. **State** or Political Subdivisions - Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**L. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**M. Unintentional Failure To Disclose Hazards**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**N. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS**, 8. **Transfer of Rights of Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

**RESOLUTION NO. 146.23**

**TO AUTHORIZE AN AGREEMENT WITH MOHAWK VALLEY SOCIETY  
LOCAL 85-133 FOR LIVE MUSIC**

**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 Mohawk Valley Society, Local 85-133, located at 32 Paul Street, East Greenbush, New York 12061 to provide music for the 2023 Summer Concert Series held at the Rotterdam Senior Center, 2639 Hamburg Street, Schenectady, New York 12303 on Monday evenings, beginning June 5, 2023 and ending August 14, 2023, in an amount not to exceed six thousand and 00/100 (\$6,000.00) dollars.

**SECTION 2.** This resolution shall become effective April 12, 2023.

**DATED:** April 12, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
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: 312112023  
TO: Town Board  
FROM: Morgan Coryer, Coordinator of Parks & Senior Programs  
SUBJECT OF REQUEST: Contract with the Mohawk Valley Society for Live Music for the 2023 Summer Concert Series.  
TO BE PLACED ON TOWN BOARD AGENDA OF: 4/1212023  
TO BE PLACED ON TOWN BOARD MEETING OF: 4/1212023

Background Information: The Mohawk Valley Society for Live Music works with the Town of Rotterdam to provide professional bands for our Summer Concert Series. This year they are providing eight (8) professional bands. The first concert will be held on Monday, June 5, 2023.

Evaluation/Analysis: This program is a joint venture between the town and the music union. Together we provide a concert series that is well received in the community and introduces live music to younger generations who have not been exposed to the experience. It is an extension of our programs in that it provides socialization to our senior population and it encourages a sense of community between all residents, no matter their age.

Recommendation(s): It is recommended that the Town Board authorize the Supervisor to sign the contract with the Mohawk Valley Society for Live Music to fund the Summer Concert Series.

Attachment/Document(s): Attached you will find the contract for the 2023 Summer Concert Series.

Compliance with Purchasing Policy: *N/A*

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office



(HEREIN CALLED 'FEDERATION')

**CONTRACT**

(Form L-2)

FOR LOCAL ENGAGEMENTS ONLY  
(NOT FOR USE IN CANADA)



Whenever the term "The Local Union" is used in this contract, it shall mean Local Union No. 85-133 of the Federation.

THIS CONTRACT for the personal services of musicians on the engagement described below is made this 11th day of March, 20  , between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

1. Name and Address of Place of Engagement: Town of Rotterdam Senior Center, 2639 Hamburg St., Rotterdam, NY 12303

Name of Band or Group: Mohawk Valley Society for Live Music (specific dates & bands listed below)

Number of Musicians:                      Number of Vocalists:                     

2. Date(s) of Engagement, daily or weekly schedule and daily clock hours:  
Monday evenings, 6:30-8:00 pm; June 5, June 12, June 19, July 3, July 10, July 24, August 7, August 14, 2023

3. Type of Engagement (specify whether dance, stage show, banquet, etc.): Outdoor Summer Concert Series  
(moved indoors if conditions warrant)

4. Compensation Agreed upon: \$6,000.00 made payable to the "Mohawk Valley Society for Live Music"  
(Amount and Terms)

5. Purchaser Will Make Payments As Follows: \$3,000.00 on/before June 1st, 2022  
(Specify when payments are to be made)  
\$3,000.00 on/before July 1st, 2022

----- (Continued) on reverse side -----

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

Print Purchaser's Full and Correct Name  
(If Purchaser is Corporation, Full and Correct Corporate Name)

X -----  
signature of Purchaser (or Agent thereof)

Street Address

City State Zip Code

Telephone

Booking Agent Agreement No. Address

Michael Blostein, Union representative **85-133**  
Print Name of Signatory Musician Home Local Union No.

X Michael D. Blostein Digitally signed by Michael D. Blostein  
Date: 2020.04.29 08:21:44 -04'00'  
Signature of Signatory Musician

32 Paul Street  
Musician's Home Address

East Greenbush, New York 12061  
City State Zip Code

518-727-8216; afm85.133@gmail.com  
Telephone

blosteinm@gmail.com

Names of All Musicians	Local Union No.	U.S. Social Security Nos.	Direct Pay
6/5/2023 - The Dominant 5 Brass Quintet			\$-----
6/12/2023 - Stormin' Norman			
6/19/2023 - The Dadtet			
7/3/2023 - The Evidence			
7/10/2023 - The Joe Sorrentino Quartet			
7/24/2023 - Michael Benedict Jazz Vibes			
8/7/2023 - The Epilogue Trio			
8/14/2023 - Bossamba			





**RESOLUTION NO. 147.23**

**TO APPOINT JOEL MILLER AS THE DIRECTOR OF THE TOWN OF ROTTERDAM'S JAZZ BAND FOR THE 2023 SUMMER CONCERT SERIES**

**THEREFORE, UPON MOTION OF** Councilmember \_\_\_\_\_,

seconded by Councilmember \_\_\_\_\_,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** Joel Miller of Niskayuna, NY is hereby appointed to the position of Director of the Town of Rotterdam Jazz Band for the 2023 Summer Concert Series, with compensation upon completion of services, in the amount not to exceed one thousand and 00/100 (\$1,000.00) dollars, commencing June 5, 2023.

**SECTION 2.** This resolution shall become effective April 12, 2023.

**DATED:** April 12, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

# TOWN OF ROTTERDAM

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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: 3/30/2023

TO: Town Board

FROM: Morgan Coryer, Coordinator of Parks & Senior Programs

SUBJECT OF REQUEST: Appointment of Joel Miller as Town of Rotterdam Jazz Band Director.

TO BE PLACED ON TOWN BOARD AGENDA OF: 4/12/2023

TO BE PLACED ON TOWN BOARD MEETING OF: 4/12/2023

Background Information: Mr. Joel Miller is a certified music educator with over 25 years of experience and a Master's degree in music education. He has been teaching band in the Lisha Kill school district since 2012. Mr. Miller also performs with seven different community bands and organizations in his spare time.

Evaluation/Analysis: Mr. Joel Miller will be directing the Town of Rotterdam's Jazz Band during the 2023 season of the Summer Concert Series. He will conduct all rehearsals, as well as two concerts for the Summer Concert Series.

Recommendation(s): Appoint Mr. Joel Miller as the director of the Town of Rotterdam's Jazz Band so that he may direct all jazz band rehearsals as well as two performances for the 2023 Summer Concert Series.

Attachment/Document(s): Attached you will find the invoice for Mr. Joel Miller.

Compliance with Purchasing Policy: *N/A*

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Joel H. Miller

# INVOICE



To: Ms. Morgan Coyer

Coordinator of Parks & Senior Programs  
Town of Rotterdam | Rotterdam Senior Citizens' Center  
2639 Hamburg St. Rotterdam, NY 12303

Description: Direction of Summer Jazz Rehearsals and Two Summer Concerts
Amount: \$1000
Total due: \$1000

Please Make all checks payable to Joel H. Miller  
Payment is due within 30 days

**RESOLUTION NO. 148.23**

**TO APPOINT MICHAEL SALAMONE TO THE POSITION OF DIRECTOR OF THE ROTTERDAM TOWN BAND**

**THEREFORE, UPON MOTION OF** Councilmember \_\_\_\_\_ ,  
seconded by Councilmember \_\_\_\_\_ ,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** Michael Salamone of Schenectady New York is hereby appointed to the position of Director of the Rotterdam Town Band for the 2023 Summer Concert Series, with compensation upon completion of services, in an amount not to exceed one thousand five hundred and 00/100 (\$1,500.00) dollars, commencing June 5, 2023.

**SECTION 2.** This resolution shall become effective April 12, 2023.

**DATED:** April 12, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

# TOWN OF ROTTERDAM

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## LEGISLATIVE REQUEST FORM

DATE: 3/30/23  
TO: Town Board  
FROM: Morgan Coryer, Coordinator of Parks & Senior Programs

SUBJECT OF REQUEST: Appointment of Michael Salamone as director of the Rotterdam Town Band for the 2023 Summer Concert Series.

TO BE PLACED ON TOWN BOARD AGENDA OF: 4/12/2023

TO BE PLACED ON TOWN BOARD MEETING OF: 4/12/2023

Background Information: Mr. Michael Salamone graduated from Ithaca College with his MEd degree in Music Education. He is currently the High School Band Director and the Coordinator of Indoor Marching Activities at Mohonasen CSD.

Evaluation/Analysis: Mr. Michael Salamone will be directing the Rotterdam Town Concert Band for the 2023 Summer Concert Series. He will conduct all rehearsals, as well as three summer concerts.

Recommendation(s): Appoint Mr. Michael Salamone as Director of the Rotterdam Town Concert Band to perform during the Town's 2023 Summer Concert Series at the Rotterdam Senior Citizens' Center. He will be compensated with a fee of \$1500.

Attachment/Document(s): Attached you will find the invoice for Mr. Michael Salamone.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Mike Salamone



# INVOICE

DATE
3/29/23

**BILL TO**

Mike Salamone



DESCRIPTION	AMOUNT
Conducting the Town Band in 3 cohtertsahrearsals	\$1500.00
<b>TOTAL</b>	
<i>Thank you for your business!</i>	<b>\$ 1500.00</b>

**RESOLUTION NO. 149.23**

**TO NEGOTIATE AND EXECUTE AN AGREEMENT AUTHORIZING A PAYMENT-IN-LIEU-OF-TAXES AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND ROTTERDAM RENEWABLES, LLC**

**WHEREAS**, Rotterdam Renewables LLC has submitted a Notice of Intent to the Town of Rotterdam that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487(1)(b) with an expected nameplate capacity ("Capacity") of approximately 5 Megawatts AC, as measured at the inverter (herein the "Project") on a parcel of land located within the Town of Rotterdam at 1827 Putnam Road, Rotterdam, NY (NY Tax ID: 147.-2-19.1) (herein the "Property"); and

**WHEREAS**, pursuant to RPTL 487(9)(a), the Town of Rotterdam has indicated its intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Rotterdam Renewables LLC, under which Rotterdam Renewables LLC (or any successor owner of the Project) will be required to make annual payments to the Town of Rotterdam for each year during the term of this Agreement; and

**WHEREAS**, upon completion of the project, Rotterdam Renewables LLC will submit to the Assessor for the Town of Rotterdam, a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems with respect to the Project, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

**WHEREAS**, the Parties intend that, during the term of this Agreement, the assessed value of the Property will remain on the taxable portion of the assessment roll with the value of the exemption with respect to the Project, computed pursuant to subdivision two of section 487 of the Real Property Tax Law and identified in a separate tax-exempt column of such tax rolls whereby Rotterdam Renewables LLC will be exempt from any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project; and

**WHEREAS**, the Town of Rotterdam will take reasonable action, as needed, to provide documentation and acknowledgment to the Town assessor that the Project is exempt from taxation under RPTL 487 as of the applicable tax status day; NOW

**THEREFORE, UPON MOTION OF** Councilmember \_\_\_\_\_ ,  
seconded by Councilmember \_\_\_\_\_ ,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute a Payment-In-Lieu-Of-Taxes Agreement (PILOT) with Rotterdam Renewables LLC, relating to the premises located at 1827 Putnam Road, Rotterdam, NY 12306 (NY TAX ID: 47.-2-19.1) in the Town of Rotterdam, county of Schenectady, State of New York, for a solar system pursuant to Real Property Tax Law § 487.



**SECTION 2.** This resolution shall become effective April 12, 2023.

**DATED:** April 12, 2023

<b>NAME</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEMS

among

Town of Rotterdam, New York

and

Rotterdam Renewables, LLC

Dated as of \_\_\_\_\_, 2023

---

RELATING TO THE PREMISES LOCATED AT  
1827 PUTNAM ROAD, ROTTERDAM, NY 12306 (NY TAX ID: 47.-2-19.1)  
IN THE TOWN OF ROTTERDAM, COUNTY OF SCHENECTADY, STATE OF NEW YORK

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PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEM PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY ("Agreement"), effective as of the date on the cover page, above, by and between, Rotterdam Renewables, LLC a Delaware Limited Liability Company, with a principal place of business located at 101 Summer Street, Floor 2, Boston, MA (the "Company") and the Town of Rotterdam (the "Town"), a municipal corporation duly established with a principal place of business at 1100 Sunrise Blvd, Rotterdam, New York 12306.

The Town may at times hereinafter be referred to as the "Taxing Jurisdiction." The Company and Town are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Company has submitted a Notice of Intent to the Town that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487(l)(b) with an expected nameplate capacity ("Capacity") of approximately 5 Megawatts AC, as measured at the inverter (herein the "Project") on a parcel of land located within the Town of Rotterdam at 1827 Putnam Road, Rotterdam, NY (NY Tax ID: 147.-2-19.1) (herein the "Property"); and

WHEREAS, pursuant to RPTL 487(9)(a), the Town has indicated its intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Company, under which the Company (or any successor owner of the Project) will be required to make annual payments to the Town for each year during the term of this Agreement; and

WHEREAS, upon completion of the project, the Company will submit to the Assessor for the Town of Rotterdam, a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems with respect to the Project, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the assessed value of the Property will remain on the taxable portion of the assessment roll with the value of the exemption with respect to the Project, computed pursuant to subdivision two of section 487 of the Real Property Tax Law and identified in a separate tax-exempt column of such tax rolls whereby the Company will be exempt from any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project; and

WHEREAS, the Town will take reasonable action, as needed, to provide documentation and acknowledgment to the Town assessor that the Project is exempt from taxation under RPTL 487 as of the applicable tax status day.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Company hereby represents, warrants, and covenants that, as of the date of

this Agreement:

i. The Company is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

ii. All necessary action has been taken to authorize the Company's execution, delivery, and performance of this Agreement and this Agreement constitutes the Company's legal, valid, and binding obligation enforceable against it in accordance with its terms.

iii. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Company's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Company is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdictions or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Company's properties or assets are bound.

iv. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Company, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Company's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Town hereby represents, warrants, and covenants that, as of the date of this Agreement:

- i. The Town is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement;
- ii. All necessary action has been taken to authorize the Town's execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms; and
- iii. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except such as has been duly or will be obtained or made.
- iv. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Town,

wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Town's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

- v. As of the time of filing of Real Property Tax Exemption Form (RP 487) by the Company for the Project, the Town will have taken all action necessary to cause the RPTL Section 487 exemption to be available for the Project.

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. It is the intent of the Parties that, pursuant to RPTL 487, the Project shall be identified as exempt upon the assessment rolls of the Town of Rotterdam. A Real Property Tax Exemption Form (RP 487) has or will be filed by the Company with the Town Assessor. Upon acceptance by the Assessor, the Project shall be eligible for an exemption pursuant to RPTL Section 487, which shall render the Project exempt from real property taxes otherwise payable to the Town.

(b) Company agrees to make annual payments to the Town in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years in the amounts and at the times set forth in Exhibit A to this Agreement ("Annual Payments"). Such Annual Payment will not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year period of Annual Payments shall begin with the first applicable tax year of the Taxing Jurisdiction following the taxable status date (July 1 of such year) for which a Real Property Tax Exemption Form (RP-487) was filed with the assessor (the "Commencement Date") and shall end with the fifteenth fiscal year following such fiscal year the exemption first became effective. Based on the Capacity of 5 Megawatts AC, Annual Payments to be made by the Company during the term of this Agreement is listed in Exhibit A; actual payments will be determined according to Section 3 of this Agreement.

(c) The Company agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Town's tax rate, and the Town agrees that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Town's tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the 5 Megawatts AC on the date when the Project is mechanically complete and Company has commenced production of electricity, the Annual Payments will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date, but during the Term of this Agreement, the Capacity is increased as a result of the replacement or upgrade of equipment or property or decreased as a result of the partial removal or retirement of existing Project equipment or property, which replacement property has lower capacity output capability, the Annual Payments shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5. Payment Collection.

The Town will issue an annual bill to the Company at:

Rotterdam Renewables, LLC  
101 Summer Street, Floor 2  
Boston, MA 02110  
Attn: Dallas Manson

Each Annual Payment will be paid to the Town on or before February 1 of each year for the term of this Agreement in accordance with Exhibit A of this Agreement; and the payment amount and payment date will be noted on an annual bill issued by the Town to the Company, provided that any failure of the Town to issue such a bill shall not relieve Company of its obligation to make timely payments under this section.

Payments to the Town shall be made payable Town of Rotterdam and mailed to:

Town of Rotterdam  
1100 Sunrise Blvd  
Rotterdam, New York 12306  
Attn: Supervisor Mollie A. Collins

6. Late Payment. All PILOT Payments are due on or before the Annual Payment date set forth in Exhibit A. Annual Payments not made to the Town prior to or on the Payment Due Date shall be subject to the same interest and penalties as unpaid real property taxes.

7. Transfer or Assignment. This Agreement may not be assigned or transferred by Company without the prior written consent of the Town and such consent may not be unreasonably withheld, conditioned, or delayed. Company may, without the advance written consent of the Town, assign its obligations under this Agreement to (A) an affiliate of Company or (B) to an institutional lender providing financing to Company for the construction, operation and/or maintenance of the Project. If Company is permitted to otherwise assign this Agreement with the advance written consent of the Town, Company shall be released from all obligations under this Agreement upon assumption thereof by the assignee, provided that Company, as a condition of such assignment or transfer and to the reasonable satisfaction of the Town, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment or transfer, and the assignee agrees in writing to accept all obligations of the Company. Any assignment or transfer in violation of this Agreement shall be null and void.

8. Removal. The Company shall secure a bond sufficient with the municipality to cover the expense of the removal of the Project at the conclusion of the Project's operations.

9. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

10. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time-to-time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement.

11. Notices. All notices under this Agreement shall be in writing and will be deemed delivered upon the next business day after being deposited with a nationally recognized overnight courier service, or the second business day after being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

Ifto Company:

Rotterdam Renewables, LLC  
101 Summer Street, Floor 2  
Boston, MA 02110  
Attn: Dallas Manson

Ifto Town:

Town of Rotterdam  
1100 Sunrise Blvd  
Rotterdam, New York 12306  
Attn: Supervisor Mollie A. Collins

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

12. Termination Rights of the Company. Company may terminate this Agreement at any time by notice to the Town. Upon receipt of the notice of termination, the Project shall be identified as the taxable on the tax roll effective on the next taxable status date of the Town of Rotterdam, provided such date is not less than one hundred and twenty (120) days prior to such taxable status date. The Company shall be liable for all PILOT payments due hereunder in the year of termination, except that if Company is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Company is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Right of Town. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdictions may terminate this Agreement on sixty (60) days written notice to Company if:

(a) Company fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdictions within the 60-day notice period; or

(b) The Company has filed or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent.

14. Maintenance and Repair. The Company shall maintain the Project and the Property in good repair and condition during the Term of this Agreement.

15. Miscellaneous.

(a) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Town, the Company and their respective successors and assigns.

- (b) Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Company and the Town each consent to the jurisdiction of the New York Courts, Schenectady County. In the event of any litigation arising under or in connection with this Lease, proper venue shall be Schenectady County, New York.
- (c) Damage or Destruction. In the event that all or substantially all of the Project shall be damaged or destroyed as of the taxable status date, then the PILOT Payments for such tax year shall not exceed such amount as would result from taxes levied on the Project (as damaged or destroyed).
- (d) No Waiver. The failure or delay of either Party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any election contained herein, shall not be construed as a waiver or relinquishment at the time for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election.
- (e) Entire Agreement. The Parties agree that this is the entire Agreement between them with respect to payments in lieu of taxes for the Project. This Agreement may not be amended or modified except in writing and executed by both Parties.
- (f) Severability. If any provision of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.
- (g) Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (h) Filing. The Company shall file copies of this Agreement within thirty (30) days after the execution hereof by the Parties with the New York State Office of Real Property Tax Services and the Assessor for the Town of Rotterdam.
- (i) Recitals. The recitals set forth in the beginning of this Agreement are hereby incorporated by reference.

(Remainder of page intentionally left blank)



[Signature Page to Payment-in-Lieu-of-Taxes Agreement]

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals

**ROTTERDAM RENEWABLES, LLC**

By: \_\_\_\_\_

Name:

Title:

**TOWN OF ROTTERDAM**

By: -----

Name:

Title:

EXHIBIT A

<b>Operating Year</b>	<b>Tax Year</b>	<b>Payment Amount</b>
Year 1	2024-2025	\$6,786.70
Year2	2025-2026	\$6,922.43
Year3	2026-2027	\$7,060.88
Year4	2027-2028	\$7,202.10
Year 5	2028-2029	\$7,346.14
Year6	2029-2030	\$7,493.06
Year7	2030-2031	\$7,642.92
Year 8	2031-2032	\$7,795.78
Year9	2032-2033	\$7,951.70
Year 10	2033-2034	\$8,110.73
Year 11	2034-2035	\$8,272.95
Year 12	2035-2036	\$8,438.40
Year 13	2036-2037	\$8,607.17
Year 14	2037-2038	\$8,779.32
Year 15	2038-2039	\$8,954.90
Total		<b>\$117,365.17</b>

EXHIBITB

(Authorizing Resolutions)

# TOWN OF ROTTERDAM

Mollie A. Collins, Supervisor  
Jack Dodson, Deputy Supervisor  
Joseph C. Mastroianni, Councilmember  
Samantha Miller-Herrera, Councilmember  
Evan Christou, Councilmember



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

November 22, 2022

VIA CERTIFIED MAIL AND  
ELECTRONIC MAIL ([dmanson@nexamp.com](mailto:dmanson@nexamp.com))

Dallas Manson  
Nexamp Solar, Business Development Manager  
101 Summer Street, Floor 2  
Boston, MA 02110

Re: Nexamp, Rotterdam Renewables, LLC  
1827 Putnam Road, Rotterdam, New York 12306  
Tax ID: 47.-2-19.1

Dear Dallas Manson:

We have received your letter dated November 4, 2022. Pursuant to N.Y. Real Property Tax Law § 487 (9), please be advised that the Town of Rotterdam intends to require a contract for payments in lieu of taxes ("PILOT agreement") for the above-referenced property, if and to the extent such property qualifies for an exemption under N.Y. Real Property Tax Law § 489. Execution of a PILOT Agreement on behalf of the Town shall be subject to approval by the Town of Rotterdam Town Board. Thank you.

Very truly yours, *J*  
-A-1  
*Mollie A. Collins*  
Mollie A. Collins, Supervisor

cc: Dr. Thomas Reardon, Superintendent of Schools  
Schalmont Central School District  
4 Sabre Drive  
Schenectady, New York 12306

Paul G. Romano  
Director, Schenectady County Real Property Tax Service Agency  
County Office Building  
620 State Street, 3rd Floor  
Schenectady, New York 12305

Rory Fluman  
County Manager, Schenectady County  
County Office Building  
620 State Street, 6th Floor  
Schenectady, New York 12305