Rotterdam Town Board Meeting
February 26, 2020

5:30 p.m.
AGENDA REVIEW

EXECUTIVE SESSION:
- Buckwold, Zyskowski v. Town et. al with Deputy Chief Michael S. Brown as an invited guest
- Discussion of Employee No. 06262019 Resignation in a Disciplinary Proceeding

MISCELLANEOUS

7:00 p.m.
CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
SUPERVISOR’S REPORT
PROCLAMATION/PRESENTATIONS

PUBLIC HEARINGS
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 and the public, shall have an equal and reasonable opportunity to be heard by the Town Board and the public. Each speaker shall be afforded a maximum of four (4) minutes to address the Town Board and public.
INTRODUCTION OF RESOLUTIONS AND MOTIONS:

Res. No.

70.20 Adopt the meeting minutes from the February 12, 2020 Town Board Meeting.

71.20 The Town Board of the Town of Rotterdam hereby introduces local law no. ___ of 2020, which rezones the following properties or portions thereof to a Senior Living District: Tax Map Nos. 71.5-1-5.112 (2188 Helderberg), 71.5-1-7.1 (2196 Helderberg), 71.5-1-5.111 (2200 Helderberg), 71.5-1-9 (2204 Helderberg), 71.5-1-8.111 (No Address), 71.5-1-8.112 (2208 Helderberg), 71.5-1-10.21 (2212 Helderberg) and 71.9-2-21.11 (Brown’s Farm). The local law would change the properties or portions thereof listed above from the Agricultural (A-1) Zoning District to a Senior Living District amending the zoning map to show the boundaries of the Senior Living District. The Town Board of the Town of Rotterdam hereby finds that there are no significant adverse environmental impacts from the proposed Senior Living District Local Law or the Project which were not already thoroughly evaluated in the DEIS and FEIS and hereby determines that a Supplemental Environmental Impact Statement is not necessary and the Town Board reaffirms the SEQRA Statement of Findings adopted on July 11, 2018. The Town Board of the Town of Rotterdam hereby refers the local law and the change of zone to both the Town of Rotterdam Planning Board and to Schenectady County Planning Department as required by the Chapter 270 of the Code of the Town of Rotterdam and the NYS General Municipal Law Section 239-m.

72.20 Call for public hearing to be held on Wednesday, March 11, 2020 at 7:00 p.m. at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 for the following purpose:

To create a new zoning classification of Chapter 270, “Zoning”, Article XXXI, entitled “Senior Living District”, local law ____ of 2020.

73.20 Call for public hearing to be held on Wednesday, March 11, 2020 at 7:00 p.m. at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 for the following purpose:

To consider the adoption of local law ____ of 2020 establishing a Senior Living District and allowing for a Change of Zone for property located in Rotterdam, New York 12306, known as Tax Map Nos. 71.5-1-5.112 (2188 Helderberg), 71.5-1-7.1 (2196 Helderberg), 71.5-1-5.111 (2200 Helderberg), 71.5-1-9 (2204 Helderberg), 71.5-1-8.111 (No Address), 71.5-1-8.112 (2208 Helderberg), 71.5-1-10.21 (2212 Helderberg) and 71.9-2-21.11 (Brown’s Farm). The town board recommends a Change of Zone from Agricultural (A-1) to Senior Living District (SLD) for a project to be known as the Whispering Pines Senior Living Community. The Whispering Pines Senior Living Community is to generally consist of the construction of 125 single-family homes (town homes or detached), 119 independent living units, 108 memory care units, 144 assisted living units, reconfiguring the existing 18-hole executive golf course into a 9-hole executive golf course that includes a new 2,500 s.f. clubhouse and 1,300 s.f. maintenance building on ±90 acres. A total of 496 residential units are proposed and will be developed in up to four (4) phases over an estimated four (4) year period, depending upon market demands. This will be accompanied by the addition of sewer and water infrastructure and roadways, as well as stormwater management features.
Refer to the Planning Commission for a report and recommendation thereon a proposed Local Law of the Year 2020 for the following purpose:

To amend Chapter 270 of the Code of the Town of Rotterdam, entitled “Zoning” to include §270-167 (D)(7), entitled “Parking and signage” for special use permits to allow for the adaptive reuse of educational and religious buildings.

CONSENT AGENDA:

Authorize the Supervisor to amend and execute change orders with Gallo Construction, located at 50 Lincoln Avenue, Watervliet, New York 12189, in an amount not to exceed two thousand four hundred sixty four and 05/100 dollars ($2,464.05), for additional work to be completed in the hallway near the stairs.

Authorize the Supervisor to execute a change order with KH Maloy, Inc., PO Box 11016, Loudonville, New York 12211-0016, in an amount not to exceed six thousand six and 10/100 dollars ($6,006.10).

Authorize the Supervisor to execute a change order with Greenman Pedersen, Inc. (GPI), located at 80 Wolf Road, Suite 300, Albany, New York 12205, in an amount not to exceed one thousand two hundred and 00/100 dollars ($1,200.00), for a tree survey for the Sartoli Avenue and Kings Road Drainage Improvements, Roadway Reconstruction and New Water System on Sartoli Avenue project.

Authorize the Supervisor to execute an out of district water agreement, on behalf of Water District No. 5 with Schalmont Central School, 4 Sabre Drive, Schenectady, NY 12306, to provide water service to real property known as Tax Map No. 57.12-1-50, located at 915 Duff Bambury Court.

Authorize the Supervisor to execute an agreement with the County of Schenectady for participation in the Schenectady County STOP-DWI Program.

Call for bids to be electronically opened on Thursday, March 26, 2020, at 10:00 a.m. and an official report to be subsequently posted to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the same day, for Highway Materials (Concrete Blocks, Caps Manhole Blocks, Manhole Frames and Grates).

Call for bids to be electronically opened on Thursday, March 26, 2020, at 10:15 a.m. and an official report to be subsequently posted to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the same day, for Crushed Limestone, Gravel and Sand.

Call for bids to be electronically opened on Thursday, March 26, 2020, at 10:30 a.m. and an official report to be subsequently posted to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the same day, for Tree Cutting and Removal Services.
Call for bids to be electronically opened on Thursday, March 26, 2020, at 10:45 a.m. and an official report to be subsequently posted to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the same day, for Highway Pipes (water tight and end sections, round corrugated plastic pipe, plastic underdrain perforated pipe).

Call for bids to be electronically opened on Thursday, March 26, 2020, at 11:00 a.m. and an official report to be subsequently posted to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the same day, for Yard Waste Removal.

Amend and adopt sections of the Town of Rotterdam Employee Handbook.

Authorize budget transfers by the Town Comptroller to various accounts for 2019.

Authorize the Supervisor to negotiate and execute a separation agreement with the Civil Service Employees Association, Inc. (CSEA) and Thomas Squires to settle all outstanding litigation.

COMMITTEE REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

STEVEN A. TOMMASONE, Supervisor
RESOLUTION NO. 70.20

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 February 12, 2020 town board meeting, as attached, to reflect a complete and accurate record of the proceedings of the meeting on the above referenced date.

SECTION 2. This resolution shall become effective February 26, 2020.

DATED: February 26, 2020

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LEGISLATIVE REQUEST FORM

DATE: February 18, 2020  
TO: Steve Tommasone, Supervisor  
FROM: Diane M. Marco, Town Clerk  

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the February 12, 2020 Town Board Meeting.  

TO BE PLACED ON TOWN BOARD AGENDA OF: February 26, 2020  

TO BE PLACED ON TOWN BOARD MEETING OF: February 26, 2020  

Background Information: Attached. To adopt the meeting minutes from the February 12, 2020 Town Board Meeting.  

Evaluation/Analysis: N/A  

Recommendation(s): To place on Town Board agenda and Town Board meeting of February 26, 2020.  

Attachment/Document(s): Attached  

Compliance with Purchasing Policy: N/A  

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

LEGISLATION WILL BE PREPARED BY: Attorney Kate McGuirl
February 12, 2020

Resolutions: 56.20-69.20 for the year 2020 were duly adopted at the Town Board Meeting that was held at the John F. Kirvin Government Center, 1100 Sunrise Blvd. Rotterdam, NY 12306, on Wednesday, February 12, 2020. The agenda meeting started at approximately 5:42pm and Motion 01-20 was made by Christou and seconded by Signore to enter into executive session at approximately 6:16pm all agreed. A motion was made by Christou and seconded by Signore to exit executive session at approximately 6:29pm and continue with the Agenda meeting all agreed. A motion was made to adjourn the agenda meeting at approximately 6:40pm by Christou and seconded by Guidarelli all agreed. The Town Board meeting started at approximately 7:00 pm and a motion was made by Christou and seconded by Signore to adjourn at approximately 8:00pm all agreed.

Councilmember Miller-Herrera was absent

Diane M. Marco, Town Clerk
Rotterdam Town Board Meeting
February 12, 2020

5:30 p.m.
AGENDA REVIEW:

- Schalmont School District Proposed Waterline

EXECUTIVE SESSION:

- Discussion regarding proposed litigation against the New York State Department of Labor and discharged employees

MISCELLANEOUS

7:00 p.m.
CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
SUPERVISOR’S REPORT
PROCLAMATION/PRESENTATIONS
PUBLIC HEARINGS:

1) TOWN OF ROTTERDAM
  Regarding the Condemnation of Certain Property Interest in Support of a Sewer District Extension Project

PLEASE TAKE NOTICE that the Town Board of the Town of Rotterdam, New York will hold a Public Hearing pursuant to Article 2 and Section 201 of the Eminent Domain Procedure Law of the State of New York on Wednesday, February 12, 2020 at 7:00 p.m., located at the John F. Kirvin Government Center, 100 Sunrise Blvd, Rotterdam, New York 12306.

The purpose of the Public Hearing will be to inform the public, to review the public use to be served, to consider the need and location of the property acquisitions and to assess the impact of the acquisitions on the environment and the residents in the vicinity of the Town of Rotterdam proposed Sewer District Number 7, Extension No. 2 (Carman Road Project). The Town Board wishes to describe, consider and solicit public comment on a proposal to acquire property interests along and near the sanitary sewer system to be constructed.
The Town of Rotterdam is proposing a gravity sewer line of approximately 2,880 linear feet, low pressure sewer main of approximately 600 linear feet, and a sanitary sewer pump station with 950 linear feet of force main and associated appurtenances. The sewer mains would begin adjacent to Carman Road at the Albany County line and run north to the traffic circle intersection of Hamburg Street and Curry Road. At the intersection of Carman Road and Marra Lane, a sewer main, that starts 800 feet to the east of Carman Road on Marra Lane, will connect to the Carman Road sewer main. Where the Carman Road sewer main crosses the access road to the Philomena Apartment complex a sewer main that collects sewage from the complex will be connected. Approximately 600 feet south of the Hamburg Street, Carman Road and Curry Road traffic circle the sewer main will cross the Pine Grove Apartment complex to a pump station located on the Metro10 Property. Also included on the Metro10 property is a gravity sewer main that collects sewage from the property. From the pump station a force main runs through the Metro10 property, crosses Curry Road east of the traffic circle and runs through the Sunoco property to connect to the Town’s existing Hamburg Street Sewer District Number 7 infrastructure.

The proposed project may require relocation of overhead and/or underground electric, telephone and cable lines as well as underground water mains. All utility work will be performed in a manner that would minimize the number and length of interruptions of service to utility users. All proposed work will be coordinated with the affected utility owners during detailed design.

Copies of the acquisition maps are available for public inspection on the town’s website: [www.rotterdamny.org](http://www.rotterdamny.org) and at the Rotterdam Town Clerk’s Office, at the Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York, between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday.

Construction of the improvements will require the acquisition of fee (ownership) interests, easements and rights-of-way pursuant to the Eminent Domain Procedure Law over properties within the Town of Rotterdam. However, it is intended that all existing access to surrounding properties will be maintained.

The affected properties are further identified by the following tax map parcel numbers:

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All persons having an interest in the proposed property acquisitions or the improvement project are invited to attend the public hearing and may give oral or written statements and submit other documents concerning the proposed project. Those property owners who may subsequently wish to challenge condemnation of their property via judicial review may do so only on the basis of issues, facts and objections raised at this Public Hearing.

The Town Board of the Town of Rotterdam hereby authorizes the Chazen Companies to serve personally or by certified mail, return receipt requested, each affected property’s assessment record billing owner or his or her attorney of record a letter with this notice in accordance with Section 202 (C) of the Eminent Domain Procedure Law of the State of New York.
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 and the public, shall have an equal and reasonable opportunity to be heard by the Town Board and the public. Each speaker shall be afforded a maximum of four (4) minutes to address the Town Board and public.

INTRODUCTION OF RESOLUTIONS AND MOTIONS:

Motion No.

01.20 Motion to enter into executive session.

Res. No.

56.20 Adopt the meeting minutes from the January 22, 2020 Town Board Meeting.

57.20 Appoint Rachel Rappazzo, of Rotterdam, New York, as a member of the Town of Rotterdam Zoning Board of Appeals.

58.20 Adopt the Negative Declaration dated February 12, 2020 to allow for a Change of Zone request from R-1 Single Family Residential & A-1 Agricultural to R-3 Multi-Family Residential on ± 6.7 acres which constitutes a portion of properties located at 2370 Curry Road and fronting on Fort Hunter Road. The parcels are known respectively as Tax Map Nos. 59.18-2-8 and 59.18-2-43. Applicant is proposing to construct 66 apartments.

59.20 Adopt Local Law No. Two (2) of the Year 2020 for the following purpose:

To allow for a Change of Zone Request from R-1 Single Family Residential & A-1 Agricultural to R-3 Multi-Family Residential on ± 6.7 acres which constitutes a portion of properties located at 2370 Curry Road and fronting on Fort Hunter Road. The parcels are known respectively as Tax Map Nos. 59.18-2-8 and 59.18-2-43. Applicant is proposing to construct 66 apartments. This local law allowing for the change of zone shall be conditioned on any future residential units constructed shall be included the proposed Town of Rotterdam Sewer 7, Extension 3 District.

Public Hearing was called for at the Town Board meeting of November 13, 2019.
Public Hearing was held at the Town Board meeting of December 11, 2019.
60.20 Adopt the Negative Declaration dated February 12, 2020 to allow for a Change of Zone request from Retail Business (B-1) to General Business (B-2) on the following properties:

1841 Helderberg Avenue (Stewart’s), known as Tax Map No. 59.9-1-10
1829 Helderberg Avenue (Rotter), known as Tax Map No. 59.9-1-9
1827 Curry Road (Gallagher), known as Tax Map No. 59.9-1-12
1829 Curry Road (Martin), known as Tax Map No. 59.9-1-11
1823 Helderberg Avenue (Evans), known as Tax Map No. 59.9-1-8

Applicant is proposing the construction of a new ±3,695 square foot Stewart’s Shop with associated four island fuel dispensing facility. Site development will require demolition of an existing Stewart’s Shop and four additional neighboring buildings all currently zoned Retail Business (B-1).

61.20 Adopt Local Law No. Three (3) of the Year 2020 for the following purpose:

To allow for a Change of Zone request from Retail Business (B-1) to General Business (B-2) on the following properties:

1841 Helderberg Avenue (Stewart’s), known as Tax Map No. 59.9-1-10
1829 Helderberg Avenue (Rotter), known as Tax Map No. 59.9-1-9
1827 Curry Road (Gallagher), known as Tax Map No. 59.9-1-12
1829 Curry Road (Martin), known as Tax Map No. 59.9-1-11
1823 Helderberg Avenue (Evans), known as Tax Map No. 59.9-1-8

Applicant is proposing the construction of a new ±3,695 square foot Stewart’s Shop with associated four island fuel dispensing facility. Site development will require demolition of an existing Stewart’s Shop and four additional neighboring buildings all currently zoned Retail Business (B-1).

Public Hearing was called for at the Town Board meeting of December 11, 2019.
Public Hearing was held at the Town Board meeting of January 22, 2020.

CONSENT AGENDA:

62.20 Authorize the Supervisor to execute three (3) change orders with Gallo Construction, located at 50 Lincoln Avenue, Watervliet, New York 12189 and Tri-Valley Plumbing & Heating, Inc., located at 2617 Hamburg Street, Schenectady, New York 12303.

63.20 Authorize the Supervisor to execute an amended contract with KB Group of New York, Inc., 100 Great Oaks, Boulevard, Suite 114, Albany, New York 12203, for additional construction phase engineering and inspection of the improvements to the town’s landfill leachate pump and storage tank system, in an amount not to exceed an additional five thousand and 00/100 dollars ($5,000.00).

64.20 Authorize the Supervisor to enter into an agreement with Greenman Pedersen, Inc. (GPI) to provide professional engineering services for preliminary and detailed design for construction of bicycle and pedestrian improvement in Rotterdam Junction., in an amount not to exceed two hundred eighty six thousand and 00/100 dollars ($286,000.00).
65.20 Authorize the Supervisor to enter into an agreement with the County of Schenectady to lease space on an existing radio tower, located at 1215 Main Street, Rotterdam Junction, New York, to accommodate additional communication equipment.

66.20 Amend Resolution No. 354 of 2019 to reflect accurate gasoline and diesel expenditures from July 1, 2019 through and including September 30, 2019 transferred into various accounts.

67.20 Authorize gasoline and diesel expenditures from October 1, 2019 through and including December 31, 2019 to be transferred into various accounts.

68.20 Accept the Town Clerk’s report for the month of January 2020.

69.20 Authorize budget transfers by the Town Comptroller to various accounts for 2019.

COMMITTEE REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

STEVEN A. TOMMASONE, Supervisor
MOTION NO. 01.20

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember SIGNORE,

SECTION 1. I make a motion that we enter executive session in order to discuss regarding proposed litigation against the New York State Department of Labor and discharged employees.

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RESOLUTION NO. 56.20

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember SIGNORE,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the January 22, 2020 town board meeting, as attached, to reflect a complete and accurate record of the proceedings of the meeting on the above referenced date.

SECTION 2. This resolution shall become effective February 12, 2020.

DATED: February 12, 2020

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RESOLUTION NO. 57.20

THEREFORE, UPON MOTION OF Councilmember SIGNORE, seconded by Councilmember GUIDARELLI,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Rachel Rappazzo of Rotterdam, New York, is hereby appointed as a member of the Town of Rotterdam Zoning Board of Appeals for a five (5) year term, commencing March 1, 2020 through December 31, 2024.

SECTION 2. This resolution shall become effective February 12, 2020.

DATED: February 12, 2020

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RESOLUTION NO. 58.20

WHEREAS, the Town Board of the Town of Rotterdam intends to comply with the requirements of the Environmental Review Process under the State Environmental Quality Review Act (SEQRA) and has reviewed this project as an Unlisted Action pursuant to 6 NYCRR Part 617; NOW

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember SIGNORE,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the Negative Declaration, dated February 12, 2020, to allow for a Change of Zone Request from R-1 Single Family Residential & A-1 Agricultural to R-3 Multi-Family Residential on ± 6.7 acres which constitutes a portion of properties located at 2370 Curry Road and fronting on Fort Hunter Road. The parcels are known respectively as Tax Map Nos. 59.18-2-8 and 59.18-2-43. Applicant is proposing to construct 66 apartments.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Senior Planner to distribute all documents as necessary to comply with 6 NYCRR Part 617.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective February 12, 2020.

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

DATED: February 12, 2020

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RESOLUTION NO. 59.20

WHEREAS, a public hearing was called for by the Town Board of the Town of Rotterdam on November 13, 2019; and

WHEREAS, pursuant to notice duly published in the official newspaper of the Town of Rotterdam, the Town Board of the Town of Rotterdam held a public hearing on the 11th day of December 2019 at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York, at 7:00 p.m.; and

WHEREAS, said public hearing was conducted on December 11, 2019, at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York, upon adoption of a Proposed Local Law of the Year 2020, for the following purpose:

To allow for a Change of Zone Request from R-1 Single Family Residential & A-1 Agricultural to R-3 Multi-Family Residential on ± 6.7 acres which constitutes a portion of properties located at 2370 Curry Road and fronting on Fort Hunter Road. The parcels are known respectively as Tax Map Nos. 59.18-2-8 and 59.18-2-43. Applicant is proposing to construct 66 apartments.

WHEREAS, all persons were duly heard both in the affirmative and negative thereon; NOW

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember SIGNORE,

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ROTTERDAM

LOCAL LAW NO. TWO (2) OF THE YEAR 2020

SECTION 1. Proposed Local Law of the Year 2020 of the Town of Rotterdam to allow for a Change of Zone Request from R-1 Single Family Residential & A-1 Agricultural to R-3 Multi-Family Residential on ± 6.7 acres which constitutes a portion of properties located at 2370 Curry Road and fronting on Fort Hunter Road. The parcels are known respectively as Tax Map Nos. 59.18-2-8 and 59.18-2-43. Applicant is proposing to construct 66 apartments. This local law is conditioned upon any future residential units constructed shall be included the proposed Town of Rotterdam Sewer 7, Extension 3 District.

SECTION 2. Local Law No. Two (2) of 2020 of the Town of Rotterdam shall be adopted, and the Town Clerk is hereby directed to file such local law in the Office of the New York State Department of State in compliance with all applicable legal requirements.

SECTION 3. This local law shall take effect upon filing with the Secretary of State of the State of New York, as required by Section 27 of the Municipal Home Rule Law.

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

DATED: February 12, 2020
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<thead>
<tr>
<th>NAME</th>
<th>AYES</th>
<th>NOES</th>
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<tbody>
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<td>Christou</td>
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</table>
RESOLUTION NO. 60.20

WHEREAS, the Town Board of the Town of Rotterdam intends to comply with the requirements of the Environmental Review Process under the State Environmental Quality Review Act (SEQRA) and has reviewed this project as an Unlisted Action pursuant to 6 NYCRR Part 617; NOW

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember GUIDARELLI,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the Negative Declaration, dated February 12, 2020, to allow for a Change of Zone request from Retail Business (B-1) to General Business (B-2) on the following properties:

1841 Helderberg Avenue (Stewart’s), known as Tax Map No. 59.9-1-10
1829 Helderberg Avenue (Rotter), known as Tax Map No. 59.9-1-9
1827 Curry Road (Gallagher), known as Tax Map No. 59.9-1-12
1829 Curry Road (Martin), known as Tax Map No. 59.9-1-11
1823 Helderberg Avenue (Evans), known as Tax Map No. 59.9-1-8

Applicant is proposing the construction of a new ±3,695 square foot Stewart’s Shop with associated four island fuel dispensing facility. Site development will require demolition of an existing Stewart’s Shop and four additional neighboring buildings all currently zoned Retail Business (B-1).

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Senior Planner to distribute all documents as necessary to comply with 6 NYCRR Part 617.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective February 12, 2020.

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

DATED: February 12, 2020

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<th>NAME</th>
<th>AYES</th>
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RESOLUTION NO. 61.20

WHEREAS, a public hearing was called for by the Town Board of the Town of Rotterdam on December 11, 2019; and

WHEREAS, pursuant to notice duly published in the official newspaper of the Town of Rotterdam, the Town Board of the Town of Rotterdam held a public hearing on the 22nd day of January 2020 at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York, at 7:00 p.m.; and

WHEREAS, said public hearing was conducted on January 22, 2020, at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York, upon adoption of a Proposed Local Law of the Year 2020, for the following purpose:

To allow for a Change of Zone request from Retail Business (B-1) to General Business (B-2) on the following properties:

1841 Helderberg Avenue (Stewart’s), known as Tax Map No. 59.9-1-10
1829 Helderberg Avenue (Rotter), known as Tax Map No. 59.9-1-9
1827 Curry Road (Gallagher), known as Tax Map No. 59.9-1-12
1829 Curry Road (Martin), known as Tax Map No. 59.9-1-11
1823 Helderberg Avenue (Evans), known as Tax Map No. 59.9-1-8

Applicant is proposing the construction of a new ±3,695 square foot Stewart’s Shop with associated four island fuel dispensing facility. Site development will require demolition of an existing Stewart’s Shop and four additional neighboring buildings all currently zoned Retail Business (B-1).

WHEREAS, all persons were duly heard both in the affirmative and negative thereon; NOW

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember GUIDARELLI,

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ROTTERDAM

LOCAL LAW NO. THREE (3) OF THE YEAR 2020

SECTION 1. Proposed Local Law of the Year 2020 of the Town of Rotterdam to allow for a Change of Zone request from Retail Business (B-1) to General Business (B-2) on the following properties:

1841 Helderberg Avenue (Stewart’s), known as Tax Map No. 59.9-1-10
1829 Helderberg Avenue (Rotter), known as Tax Map No. 59.9-1-9
1827 Curry Road (Gallagher), known as Tax Map No. 59.9-1-12
1829 Curry Road (Martin), known as Tax Map No. 59.9-1-11
1823 Helderberg Avenue (Evans), known as Tax Map No. 59.9-1-8

Applicant is proposing the construction of a new ±3,695 square foot Stewart’s Shop with associated four island fuel dispensing facility. Site development will require demolition of an existing Stewart’s Shop and four additional neighboring buildings all currently zoned Retail Business (B-1).
SECTION 2. Local Law No. Three (3) of 2020 of the Town of Rotterdam shall be adopted, and the Town Clerk is hereby directed to file such local law in the Office of the New York State Department of State in compliance with all applicable legal requirements.

SECTION 3. This local law shall take effect upon filing with the Secretary of State of the State of New York, as required by Section 27 of the Municipal Home Rule Law.

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

DATED: February 12, 2020

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Moved on Consent

RESOLUTION NO. 62.20

WHEREAS, Change Order No. 009 - Additional Doors for Lounge & Veterans Room on Contract No.01 – General Construction was prepared by Gallo Construction, in the amount of six thousand seven hundred twenty seven and 59/100 dollars ($6,727.59); and

WHEREAS, Change Order No. 001, Letter Proposal 01 - Basement Kiln Room Heat Change on Contract 03 - HVAC was prepared by Tri-Valley Plumbing & Heating, Inc., in the amount of two thousand nine hundred sixty three and 65/100 dollars ($2,963.65); and

WHEREAS, Change Order No. 001, Letter Proposal 02 - 1st floor DVA Cooling System Change on Contract 03 - HVAC was prepared by Tri-Valley Plumbing & Heating, Inc., in the amount of five thousand ninety one and 54/100 dollars ($5,091.54); and

WHEREAS, Change Order No. 001, on Contract 03 – HVAC, with Letter Proposal 01 and 02 equals a sum of eight thousand fifty five and 19/100 dollars ($8,055.19); NOW

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember SIGNORE,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam is hereby authorized to execute Change Order No. 005 and authorize a payment deduction to Contract No.01 – General Construction, with Gallo Construction, located at 50 Lincoln Avenue, Watervliet, New York 12189, in an amount of forty four thousand seven hundred fifty two and 50/100 dollars ($44,752.50).

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute Change Order No. 009 - Additional Doors for Lounge & Veterans Room and authorize payments for additional work performed as part of Contract No.01 – General Construction, to Gallo Construction, located at 50 Lincoln Avenue, Watervliet, New York 12189, in an amount not to exceed six thousand seven hundred twenty seven and 59/100 dollars ($6,727.59).

SECTION 3. The Supervisor of the Town of Rotterdam is hereby authorized to execute Change Order No. 001 and authorize payments for additional work performed as part of Contract No. 03 – HVAC, to Tri-Valley Plumbing & Heating, Inc., located at 2617 Hamburg Street, Schenectady, New York 12303, in an amount not to exceed eight thousand fifty five and 19/100 dollars ($8,055.19).

SECTION 4. This resolution shall become effective February 12, 2020.

DATED: February 12, 2020

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<th>NAME</th>
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Moved on Consent

RESOLUTION NO. 63.20

WHEREAS, the construction work has taken longer than anticipated, which requires additional man hours by engineers and inspectors; NOW

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember SIGNORE,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam is hereby authorized to execute an amended contract with KB Group of New York, Inc., 100 Great Oaks, Boulevard, Suite 114, Albany, New York 12203, for additional construction phase engineering and inspection of the improvements to the town’s landfill leachate pump and storage tank system, in an amount not to exceed an additional five thousand and 00/100 dollars ($5,000.00).

SECTION 2. This resolution shall become effective February 12, 2020.

DATED: February 12, 2020

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RESOLUTION NO. 64.20

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember SIGNORE,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the Supervisor to enter into an agreement with Greenman Pedersen, Inc. (GPI), 80 Wolf Road, Suite 300, Albany, New York 12205, to provide professional engineering services for preliminary and detailed design for construction of bicycle and pedestrian improvement in Rotterdam Junction., in an amount not to exceed two hundred eighty six thousand and 00/100 dollars ($286,000.00).

SECTION 2. This resolution shall become effective February 12, 2020.

DATED: February 12, 2020

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<tr>
<th>NAME</th>
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</table>
RESOLUTION NO. 65.20

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by
Councilmember SIGNORE,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam is hereby authorized to enter into an
agreement with the County of Schenectady to lease space on an existing radio tower, located at 1215 Main
Street, Rotterdam Junction, New York, to accommodate additional communication equipment.

SECTION 2. This resolution shall become effective February 12, 2020.

DATED: February 12, 2020

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<tr>
<th>NAME</th>
<th>AYES</th>
<th>NOES</th>
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</table>
THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember SIGNORE,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby amends Resolution No. 354 of 2019 to state:

Pursuant to Section 36 of the General Municipal Law regarding the Uniform System of Accounts, the following gas expenditures from July 1, 2019 through and including September 30, 2019 are hereby authorized to be transferred into various accounts:

<table>
<thead>
<tr>
<th>ACCOUNTS</th>
<th>From</th>
<th>To</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL FUNDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-1355.4302 Assessor</td>
<td>A5132.4304</td>
<td>$31.21</td>
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<tr>
<td>A-1620.4302 Buildings</td>
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<td>29.99</td>
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</tr>
<tr>
<td>A-3120.4302 Police</td>
<td>&quot;</td>
<td>17,111.39</td>
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<tr>
<td>A-3310.4302 Traffic</td>
<td>&quot;</td>
<td>326.05</td>
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<tr>
<td>A-3410.4302 Fire Dist.</td>
<td>&quot;</td>
<td>2,210.55</td>
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<tr>
<td>A-3620.4302 DPW Gasoline</td>
<td>&quot;</td>
<td>563.83</td>
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<tr>
<td>A-7110.4302 Parks</td>
<td>&quot;</td>
<td>1,672.35</td>
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<tr>
<td>HIGHWAY FUND</td>
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<tr>
<td>DA-5110.4304 Unleaded Gas for Trucks</td>
<td>A5132.4304</td>
<td>$3,236.79</td>
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<tr>
<td>DA-5140.4304 Unleaded Gas for Trucks</td>
<td>&quot;</td>
<td>819.24</td>
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<tr>
<td>SEWER DISTRICT No. 2 O&amp;M</td>
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<td></td>
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<tr>
<td>SS2-8120.4302 Gasoline</td>
<td>A5132.4304</td>
<td>$1,378.33</td>
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<tr>
<td>WATER DISTRICT No. 5 O&amp;M</td>
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<tr>
<td>SW5-8340.4302 Gasoline</td>
<td>A5132.4304</td>
<td>$1,815.24</td>
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</table>
RESOLVED, pursuant to Section 36 of the General Municipal Law regarding the Uniform System of Accounts, the following **diesel** expenditures from July 1, 2019 through and including September 30, 2019 are hereby authorized to be transferred into various accounts:

<table>
<thead>
<tr>
<th>GENERAL FUNDS</th>
<th>From</th>
<th>To</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-3410.4302 Fire Dist.</td>
<td>DA5148.4304</td>
<td>$1,243.50</td>
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<tr>
<td>A-8160.4162 Compost</td>
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<td>3,482.34</td>
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<tr>
<td>A-7110.4302 Parks</td>
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<tr>
<td>A-8189.4302 Landfill</td>
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<th>HIGHWAY FUND</th>
<th>From</th>
<th>To</th>
<th>Amount</th>
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<tbody>
<tr>
<td>DA-5110.4304 Diesel for Trucks</td>
<td>DA5148.4304</td>
<td>$9,272.51</td>
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<tr>
<td>DA-5140.4304 Diesel for Trucks</td>
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<td>3,232.77</td>
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<th>SEWER DISTRICT No. 2 O&amp;M</th>
<th>From</th>
<th>To</th>
<th>Amount</th>
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<tbody>
<tr>
<td>SS2-8120.4302 Diesel</td>
<td>DA5148.4304</td>
<td>$137.34</td>
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<th>WATER DISTRICT No. 5 O&amp;M</th>
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<th>To</th>
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<tr>
<td>SW5-8340.4302 Diesel</td>
<td>DA5148.4304</td>
<td>$107.27</td>
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</tbody>
</table>

**SECTION 2.** This resolution shall become effective retroactive to November 13, 2019.

**DATED:** February 12, 2020

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<tr>
<th>NAME</th>
<th>AYES</th>
<th>NOES</th>
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RESOLUTION NO. 67.20

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember SIGNORE,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

Pursuant to Section 36 of the General Municipal Law regarding the Uniform System of Accounts, the following gas expenditures from October 1, 2019 through and including December 31, 2019 are hereby authorized to be transferred into various accounts:

<table>
<thead>
<tr>
<th>GENERAL FUNDS</th>
<th>From</th>
<th>To</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-3120.4302 Police</td>
<td>A5132.4304</td>
<td>15,016.93</td>
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<tr>
<td>A-3310.4302 Traffic</td>
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<td>300.94</td>
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<tr>
<td>A-3410.4302 Fire Dist.</td>
<td>“</td>
<td>2,331.97</td>
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<tr>
<td>A-3620.4302 DPW Gasoline</td>
<td>“</td>
<td>500.24</td>
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<tr>
<td>A-7110.4302 Parks</td>
<td>“</td>
<td>1,171.93</td>
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<th>HIGHWAY FUND</th>
<th>From</th>
<th>To</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>DA-5140.4304 Unleaded Gas for Trucks</td>
<td>A5132.4304</td>
<td>1,136.91</td>
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<tr>
<td>DA-5142.4304 Unleaded Gas for Trucks</td>
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<td>1,512.52</td>
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<th>SEWER DISTRICT No. 2 O&amp;M</th>
<th>From</th>
<th>To</th>
<th>Amount</th>
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<tbody>
<tr>
<td>SS2-8120.4302 Gasoline</td>
<td>A5132.4304</td>
<td>1,561.11</td>
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<thead>
<tr>
<th>WATER DISTRICT No. 5 O&amp;M</th>
<th>From</th>
<th>To</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SW5-8340.4302 Gasoline</td>
<td>A5132.4304</td>
<td>1,517.07</td>
<td></td>
</tr>
</tbody>
</table>
RESOLVED, pursuant to Section 36 of the General Municipal Law regarding the Uniform System of Accounts, the following diesel expenditures from October 1, 2019 through and including December 31, 2019 are hereby authorized to be transferred into various accounts:

<table>
<thead>
<tr>
<th>GENERAL FUNDS</th>
<th>From</th>
<th>To</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-3410.4302 Fire Dist.</td>
<td>DA5148.4304</td>
<td>1,046.07</td>
<td></td>
</tr>
<tr>
<td>A-8160.4162 Compost</td>
<td>“</td>
<td>3,269.38</td>
<td></td>
</tr>
<tr>
<td>A-8189.4302 Landfill</td>
<td>“</td>
<td>768.43</td>
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</tbody>
</table>

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<thead>
<tr>
<th>HIGHWAY FUND</th>
<th>From</th>
<th>To</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>DA-5140.4304 Diesel for Trucks</td>
<td>DA5148.4304</td>
<td>6,169.61</td>
<td></td>
</tr>
<tr>
<td>DA-5142.4304 Diesel for Trucks</td>
<td>“</td>
<td>10,090.59</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SEWER DISTRICT No. 2 O&amp;M</th>
<th>From</th>
<th>To</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SS2-8120.4302 Diesel</td>
<td>DA5148.4304</td>
<td>145.25</td>
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</tbody>
</table>

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<tr>
<th>WATER DISTRICT No. 5 O&amp;M</th>
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<th>To</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SW5-8340.4302 Diesel</td>
<td>DA5148.4304</td>
<td>135.43</td>
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</tbody>
</table>

DATED: February 12, 2020

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<tr>
<th>NAME</th>
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<td>Christou</td>
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<tr>
<td>Miller-Herrera</td>
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<tr>
<td>Signore</td>
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<tr>
<td>Tommasone</td>
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</tbody>
</table>
Moved on Consent

RESOLUTION NO. 68.20

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember SIGNORE,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town’s Clerk report for the month of January 2020 has been placed on file and the Town Clerk’s check in the amount of four thousand six hundred ninety one and 99/100 dollars ($4,691.99) has been submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective February 12, 2020.

DATED: February 12, 2020

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<tr>
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<tr>
<td>Tommasone</td>
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</tbody>
</table>
Moved on Consent

RESOLUTION NO. 69.20

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember SIGNORE,

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 are transfers to the various accounts for 2019 and are hereby audited and approved:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Account number</th>
<th>Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>A1420 4355</td>
<td>FROM: LAW - APPRAISALS</td>
<td>-1,020.22</td>
</tr>
<tr>
<td>General</td>
<td>A1420 2000</td>
<td>INTO: EQUIPMENT</td>
<td>870.22</td>
</tr>
<tr>
<td>General</td>
<td>A1420 4300</td>
<td>INTO: CONFERENCES/TRAINING</td>
<td>150.00</td>
</tr>
<tr>
<td>General</td>
<td>A1490 4300</td>
<td>FROM: DPW CONFERENCES</td>
<td>-442.34</td>
</tr>
<tr>
<td>General</td>
<td>A1490 4403</td>
<td>FROM: DPW ADMIN MBRSHIP DUES</td>
<td>-100.00</td>
</tr>
<tr>
<td>General</td>
<td>A1490 2000</td>
<td>FROM: OFFICE EQUIPMENT</td>
<td>-500.00</td>
</tr>
<tr>
<td>General</td>
<td>A1490 4420</td>
<td>INTO: DPW REFERENCE MATERIALS</td>
<td>685.00</td>
</tr>
<tr>
<td>General</td>
<td>A1490 4400</td>
<td>INTO: DPW REPAIR/MCH CONTRACT</td>
<td>479.31</td>
</tr>
<tr>
<td>General</td>
<td>A1620 4102</td>
<td>FROM: CUSTODIAL SUPPLIES</td>
<td>-108.69</td>
</tr>
<tr>
<td>General</td>
<td>A1620 4106</td>
<td>INTO: BLDGS FIRE ALARM</td>
<td>108.69</td>
</tr>
<tr>
<td>Sewer 2</td>
<td>S28110 2000</td>
<td>FROM: EQUIPMENT</td>
<td>-271.65</td>
</tr>
<tr>
<td>Sewer 2</td>
<td>S28110 4855</td>
<td>INTO: S2 PAYING AGENT FEES</td>
<td>28,399.72</td>
</tr>
<tr>
<td>Sewer 2</td>
<td>S28130 2000</td>
<td>FROM: EQUIPMENT</td>
<td>-6,388.95</td>
</tr>
<tr>
<td>Sewer 2</td>
<td>S28130 4200</td>
<td>INTO: SS2 TELEPHONE &amp; FCLTY ALARMS</td>
<td>36.57</td>
</tr>
<tr>
<td>Sewer 2</td>
<td>S28130 4319</td>
<td>INTO: SS2 UNIFORMS &amp; CLEANING</td>
<td>221.88</td>
</tr>
<tr>
<td>Sewer 2</td>
<td>S28130 4863</td>
<td>INTO: SS2 CHEMICALS</td>
<td>1,112.00</td>
</tr>
<tr>
<td>Sewer 2</td>
<td>S28130 4870</td>
<td>INTO: SS2 SLUDGE REMOVE/DISPOSAL</td>
<td>5,018.50</td>
</tr>
<tr>
<td>Water 3</td>
<td>W38320 4880</td>
<td>INTO: W3 EQUIP MAINT &amp; REPAIR</td>
<td>62.98</td>
</tr>
<tr>
<td>Water 5</td>
<td>W58310 2000</td>
<td>FROM: EQUIPMENT</td>
<td>-260.00</td>
</tr>
<tr>
<td>Water 5</td>
<td>W58310 4850</td>
<td>INTO: W5 ENGINEERING/CONSULTNT</td>
<td>260.00</td>
</tr>
<tr>
<td>Water 5</td>
<td>W58340 2000</td>
<td>FROM: W5 EQUIPMENT</td>
<td>-4,118.52</td>
</tr>
<tr>
<td>Water 5</td>
<td>W58340 4887</td>
<td>INTO: W5 WTR EQUIP MAINT SUPP</td>
<td>3,252.34</td>
</tr>
<tr>
<td>Water 5</td>
<td>W58340 4889</td>
<td>INTO: W5 BACKFILL/PAVEMENT REP</td>
<td>866.18</td>
</tr>
<tr>
<td>Highway</td>
<td>DA5130 105055</td>
<td>FROM: MECHANIC</td>
<td>-591.00</td>
</tr>
<tr>
<td>Highway</td>
<td>DA5130 120055</td>
<td>INTO: MECHANIC OVERTIME</td>
<td>591.00</td>
</tr>
<tr>
<td>Highway</td>
<td>DA5130 4709</td>
<td>FROM: HWY MACHINERY MISC EXP</td>
<td>-214.00</td>
</tr>
<tr>
<td>Highway</td>
<td>DA5130 4712</td>
<td>INTO: HWY GREASE OIL LUBRICNTS</td>
<td>214.00</td>
</tr>
<tr>
<td>Highway</td>
<td>DA5142 120057</td>
<td>FROM: MEO MEDIUM SNOW</td>
<td>-8,893.00</td>
</tr>
<tr>
<td>Highway</td>
<td>DA5142 130057</td>
<td>INTO: SR LABORER SNOW</td>
<td>8,893.00</td>
</tr>
<tr>
<td>Highway</td>
<td>DA5142 120057</td>
<td>FROM: MEO MEDIUM SNOW</td>
<td>-5,029.00</td>
</tr>
<tr>
<td>Highway</td>
<td>DA5142 180057</td>
<td>INTO: SNOW OVERTIME</td>
<td>5,029.00</td>
</tr>
<tr>
<td>Highway</td>
<td>DA5142 4304</td>
<td>FROM: FUEL SNOW REMOVAL</td>
<td>-9,614.00</td>
</tr>
<tr>
<td>Highway</td>
<td>DA5142 4713</td>
<td>INTO: HWY SALT SNOW</td>
<td>9,614.00</td>
</tr>
<tr>
<td>Sewer 2</td>
<td>S28120 2000</td>
<td>FROM: SS2 EQUIPMENT</td>
<td>-28,128.07</td>
</tr>
</tbody>
</table>
General A1620 4900 FROM: BUILDING REPAIRS -121.97
Water 5 W58320 2000 FROM: EQUIPMENT -8,671.88
Water 5 W58310 4850 INTO: W5 ENGINEERING/CONSULTNT 8,671.88
General A1110 2000 FROM: OFFICE EQUIPMENT -7,157.00
General A1110 4300 FROM: JUSTICE CONF/TRAINING -2,778.00
General A1110 4360 FROM: JUSTICE STENOS AND INTERP -603.61
General A1110 110002 INTO: DEPUTY COURT CLERK 787.33
General A1110 125002 INTO: COURT CLERK I 1,005.83
General A1110 140002 INTO: DEPUTY COURT CLERK 836.66
General A1110 4100 INTO: OFFICE SUPPLIES 703.09
General A1110 4200 INTO: JUSTICE TELEPHONE 43.44
General A1110 4700 INTO: JUSTICE POSTAGE 339.35
General A1110 4900 INTO: JUSTICE BUILDING REPAIRS 6,822.91
General A1420 4352 FROM: LABOR ATTORNEY FEES -10,000.00
General A1420 4354 FROM: TAX CASE ATTORNEY FEES -9,030.64
General A1420 100009 INTO: TOWN ATTORNEY 1,811.93
General A1420 4402 INTO: LAW BOOKS & SUPPLEMENT 429.97
General A1220 131003 INTO: CLERK PART TIME 7,672.50
General A1220 135003 INTO: ACCOUNT CLERK 7,624.37
General A1220 4100 INTO: SPRVSR OFFICE SUPPLIES 1,491.87
General A1490 110011 FROM: ACTING DIR./STMWTR OFFICER -713.87
General A1490 120011 INTO: ASST DIRECTOR OF PUBLIC WORKS 379.29
General A1490 135011 INTO: 1/4 CLERK DPW 81.69
General A1490 150011 INTO: ASST TO DIRECTOR OF PUBLIC WKS 252.89
General A1680 4955 FROM: TAX BILLS -422.44
General A1680 4807 INTO: CIS SUPPORT & UPGRADE 422.44
General A3310 4600 FROM: TRAFFIC CONTROL HEAT -41.18
General A3310 4500 INTO: TRAFFIC CONTROL ELECTRIC 41.18
General A3410 4904 FROM: FIRE FIGHTING MAINT & SUPPLIES -362.51
General A3410 4119 INTO: FIRE TRAINING CTR LIGHTS 362.51

Net Change 0.00

SECTION 2. This resolution shall become effective February 12, 2020.

DATED: February 12, 2020

<table>
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<tr>
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</tbody>
</table>
RESOLUTION NO. 71.20

WHEREAS, the Town Board of the Town of Rotterdam hereby reintroduces a local law creating a zoning district in the Town of Rotterdam for the project known as the Village at Whispering Pines, to be known as the Senior Living District; and

WHEREAS, the local law is the same as local law 7 of 2018 and the area rezoned from A-1 to Senior Living District on the Town of Rotterdam Zoning Map is the same; and

WHEREAS, the adoption of the reintroduced local law and the creation of the Senior Living District involves the adoption of a local law setting forth the uses permitted in the District and also amends the Town’s official zoning map setting forth the location of the District; and

WHEREAS, pursuant to the State Environmental Quality Review Act (SEQRA) the Town Board of the Town of Rotterdam has previously declared its intent to be lead agency on March 8, 2017 and on March 9, 2017 duly circulated its notice of intent to be SEQRA lead agency for the review of this Type 1 Action and no other involved agencies have indicated any objection to the Town Board being lead agency; and

WHEREAS, the Town Board of the Town of Rotterdam pursuant to the requirements of SEQRA, undertook scoping, reviewed and approved the Draft Environmental Impact Statement (DEIS), duly held a public hearing on the DEIS, subsequently accepted a Final Environmental Impact Statement and issued a SEQRA Statement of Findings on July 11, 2018;

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 introduces local law no. ___ of 2020, which rezones the following properties or portions thereof to a Senior Living District: Tax Map Nos. 71.5-1-5.112 (2188 Helderberg), 71.5-1-7.1 (2196 Helderberg), 71.5-1-5.111 (2200 Helderberg), 71.5-1-9 (2204 Helderberg), 71.5-1-8.111 (No Address), 71.5-1-8.112 (2208 Helderberg), 71.5-1-10.21 (2212 Helderberg) and 71.9-2-21.11 (Brown’s Farm). The local law would change the properties or portions thereof listed above from the Agricultural (A-1) Zoning District to a Senior Living District amending the zoning map to show the boundaries of the Senior Living District.

SECTION 2. The Town Board of the Town of Rotterdam hereby finds that there are no significant adverse environmental impacts from the proposed Senior Living District Local Law or the Project which were not already thoroughly evaluated in the DEIS and FEIS and hereby determines that a Supplemental Environmental Impact Statement is not necessary and the Town Board reaffirms the SEQRA Statement of Findings adopted on July 11, 2018.

SECTION 3. The Town Board of the Town of Rotterdam hereby schedules a public hearing to take place on the local law and zone map change for March 11, 2020 at 7:00 p.m. at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Blvd, Rotterdam New York 12306 and directs town staff to provide the duly required publication and mailing of the notice of the public hearing.
SECTION 4. The Town Board of the Town of Rotterdam hereby refers the local law and the change of zone to both the Town of Rotterdam Planning Board and to Schenectady County Planning Department as required by the Chapter 270 of the Code of the Town of Rotterdam and the NYS General Municipal Law Section 239-m.

SECTION 5. This resolution shall become effective February 26, 2020.

Dated: February 26, 2020

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<tr>
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PROPOSED LOCAL LAW NO._ OF 2020

SENIOR LIVING DISTRICT (SLD)

A LOCAL LAW to provide for the establishment of a Senior Living District, amending Chapter 270 of the Code of the Town of Rotterdam.

Section 1

(A) BE IT ENACTED by the Town Board of the Town of Rotterdam as follows. This local law shall be known as "No. ______ of 2020 of the Town of Rotterdam" or "Senior Living District" (hereinafter the "District" or the ("SLD")). Chapter 270 of the Code of the Town of Rotterdam is hereby amended by adding thereto Article XXXI, Senior Living District (SLD) as follows:

(B) The Zoning Code of the Town of Rotterdam as adopted July 11, 2001, codified by Local Law No. 5 of 2001, and the Zoning Map of the Town of Rotterdam as set forth therein and made a part thereof, are amended by changing from the existing zoning of Agricultural District (shown on the Town Zoning Map as A-1) and establishing the aforesaid Senior Living District as shown in Exhibit A, which District is designed to contain a Senior Living Complex with a combination of assisted living facilities, memory care facilities, independent living facilities involving apartments, town homes and single family residences, and senior services, including, health care and recreational services all only available to those who reside in the District. The uses are further defined as set forth below in Subsection B - Definitions.

(C) The area of the District consists of approximately 90 acres in the Town of Rotterdam and is identified by the metes and bounds description set forth herein in Exhibit B.

(i) All land uses, development, construction and operation of the facilities within the District shall be conducted in accordance with this legislation and the SEQR determinations adopted with this legislation.

(D) In any instances where specific permitted uses, area or height standards, development guidelines and/or review procedures specifically set forth in this SLD, as the same are specifically applicable to the District, conflict with other general provisions or requirements of the Town of Rotterdam Zoning Code, the particular provisions set forth herein shall take precedence.

(E) Definitions. Where terms are defined in this SLD and are also defined in the Town Code of the Town of Rotterdam, the definition contained herein shall apply to the SLD. In the event a term in this SLD is not defined below, but is defined in the Town Code of the Town of Rotterdam, then that Town Code definition shall apply. This SLD also incorporates by reference the laws and rules of the State of New York that license, regulate and/or govern the uses defined herein when interpreting any proposed
application to the Town of Rotterdam for the establishment of such use, with reference

A. Legislative intent; objectives.

(1) It is the intent of these provisions establishing a Senior Living District to provide
flexible use and design regulations to facilitate the development of an integrated senior
living community. The Town of Rotterdam Comprehensive Plan recognizes the
importance of providing safe, affordable, and accessible facilities and residences for
the Town’s senior population. This Article specifically encourage comprehensive
developments incorporating multi-family residential units, single family homes,
assisted living facilities, and recreational facilities, including but not limited to the
continued operation and use of a portion of the golfing facilities.

(2) This Article recognizes that, while the standard zoning functions are appropriate for
the regulation of traditional neighborhoods and land uses, the Senior Living District
provides comprehensive planning for an integrated senior neighborhood. Senior
citizens require unique services and specialized living quarters for elderly and retired
citizens who wish to live independently, but prefer to live in a community designed to
support their needs.

(3) Objectives. To carry out the intent of this Article, a senior living development shall
achieve the following objectives:
   (a) Provide a varied choice of the types of environment, residential units, assisted
       living needs, recreational facilities, including continuation of a portion of the
golfing facilities and creation of new recreational opportunities, and open space
available to residents the age of 55 and over;
   (b) Create integrated senior living arrangements that allow for fulfillment of the
varied needs of senior citizens in a central location without extended commuting;
   (c) Enhance the quality of living for senior citizen populations;
   (d) Increase opportunities for social interaction among senior citizen populations;
   (e) Create an efficient use of land and services resulting in smaller networks of
utilities and streets and thereby lowering housing and assisted living costs for
seniors;
   (f) Create a development pattern in harmony with the objectives of the
Comprehensive Plan; and
   (g) Create a more desirable environment for senior living than would be possible
through the strict application of other articles of this chapter.

B. Definitions:

APARTMENT
A residential living unit, including independent, assisted, and memory care units,
consisting of one or more separate living spaces contained within a large building or facility
that provides common amenities to the apartment unit(s) contained therein.
ASSISTED LIVING
Any entity which provides housing, meals, on-site monitoring, and personal care services in a home-like setting to adult residents.

CAFETERIA/ Food Service/Dining Rooms
An eating establishment located wholly within a common building of the independent living facilities, assisted living facilities or memory care facilities, or any senior services center designed to service the needs of on-site employees, patients, guests, and residents of the SLD. This eating establishment is not considered a retail use.

CLUBHOUSE
A building located on the golf course that may contain a locker room, pro shop, and café located wholly within in a common building designed to service the needs of SLD residents, on-site employees, guests and members of the public using the golf course.

ENTRANCE/GATEWAY
An area of greenspace which marks the entrance to a site and is comprised of signage, landscaping and plantings.

FITNESS CENTER
An area located in any of the facilities and/or the senior services center with the primary purpose of facilitating recreation and exercise for residents of the SLD and their guests.

GOLF COURSE
A recreational facility primarily used for the purpose of playing golf, including associated food service and staff offices. The golf course will be open to the public.

INDEPENDENT LIVING UNITS
Senior housing units that are designed for residency by seniors who are capable of living independently, in apartments, townhomes or single-family houses without the need for in-home medical, memory, or other assistive care.

MEDICAL PROFESSIONAL OFFICES AND SERVICES
An office or offices located in a common building of the senior services center of a physician, dentist, or any other licensed professional in the field of medically related services or health and wellness, such as acupuncturist, audiologist, dietitian or nutritional counselor, mental health practitioners, licensed clinical social worker, therapist, chiropractor, massage therapist, medical physicist, naturopath, nurse practitioner, occupational therapist, physical therapist, ophthalmologist, optometrist, podiatrist, respiratory therapist, speech or language pathologist, osteopath, and physician assistant. Such services are provided to residents only.
MEMORY CARE
A distinct form of care that specifically caters to patients with Alzheimer’s disease, dementia and other types of memory problems. Memory care units provide 24-hour supervised care within the residential facility.

OPEN SPACE
An unoccupied space open to the sky.

RECREATIONAL USES
A golf course, a network of trails, fitness center and other accessory recreational and fitness uses. All such uses will be provided solely to residents of the SLD and their invited guests with the exception of the golf course which will remain open to the public.

SENIOR HOUSING
Buildings and/or facilities which provide housing which is intended for seniors 55 years of age and over, including dormitory housing.

SENIOR SERVICES
Services available to residents and their guests including, but not limited to residential dining and full service kitchen; a fitness center; a swimming pool/spa; a therapy room; a salon; and conference/meeting rooms.

C. Permitted Uses. The following principal uses are permitted as of right, subject to site plan approval by the Planning Board, in the Senior Living District.
(1) Principal use,
   (a) The principal use permitted in the Senior Living District shall be a Senior Living Development for residents of at least 55 years of age. A Senior Living Development may consist of the following uses:
   (i) The following residential facilities, provided that the residents are at least 55 years old;
   a. Independent living units, including multi-family or apartment units;
   b. Single family homes, including townhomes and condominiums, which shall allow for residents’ children who are at least 21 years old to reside with the parent if the resident(s) requires such child’s care and the arrangement is approved by the homeowners’ association;
   c. Assisted living units, including studios and apartments;
   d. Memory care units, including studios and apartments;
   (iii) Independent living common areas;
   (iv) Senior services within the residential buildings; and
   (v) Recreational Uses, including but not limited to the Golf course and clubhouse, fitness center, trails and other recreational facilities;
(2) Accessory uses. The following uses shall be permitted as accessory to a Senior Living District and, where applicable, shall be provided only to residents of the District and their guests:
(a) Utility structures and facilities;
(b) Entrance/Gateway
(c) Cafeterias/Food Service/Dining Rooms
(d) Permitted signs; and
(e) Structures and uses customarily accessory to residential and/or senior living facilities, subject to site plan approval by the Planning Board.

D. Development regulations. Projects in a Senior Living District shall be developed according to the following regulations:
(1) Bulk regulations:
(a) Maximum number of senior living units: 496.
(b) Maximum building height: The maximum building height shall be 60 feet. The maximum building height shall not include chimney heights, not to exceed 3 feet over a building’s highest ridge line or roof top mechanical units.
(c) Lot area: to promote the goal of common ownership of shared open space, all single-family homes and townhomes shall be a part of an established homeowner association that shall be responsible for the operation and maintenance of all open space, utilities, and roadways. Lot area requirements in the Senior Living District are as follows:
(i) for single family homes, the lot area may be as small as the foundation of the home;
(ii) for townhomes, the lot area may be as small as the individual portion of such home comprising a single unit;
(iii) for all other uses, no minimum lot area requirements shall apply.
(d) Common open space. Not less than 40 percent of the acreage of the property shall be open space. Areas used for recreational purposes including, but not limited to, golf courses, skiing, walking trails and the like, exclusive of any areas covered by structures associated with such uses shall be considered open space. The open space lands may include significant ecological, aesthetic and recreational characteristics. Such open space may consist of wetlands and steep slopes, as well as other resources subject to local, State or federal regulations, including stormwater management areas.

E. Development Criteria.

(1) Generally. The maximum build-out of the site is set forth in the Development Plan attached hereto as Exhibit C.
(2) Development Areas. The Development Areas are shown generally on exhibit C. Area A consists of the assisted living/memory care facilities. Area B consists of the Independent Living facilities/apartments. Area C consists of the golf course and clubhouse. Area D contains the detached (cottages) and attached (townhome) single family units. These are the primary uses in the areas, accessory uses and other uses permitted by this Legislation are allowed in the Areas as well.

(3) Bulk requirements for the proposed uses in the SLD are set forth as follows:

A) Senior Services Facilities:

1) Setbacks and Height Requirements
   a. Front: 290 feet (as measured to overall parcel boundary(s))
   b. Side: 50 feet (as measured to overall parcel boundary(s))
   c. Rear: 50 feet (as measured to overall parcel boundary(s))
   d. Building Height: 60 feet (no more than three stories)

2) Density
   a. Assisted Living: No more than 144 units total containing a mixture of studio, 1 bedroom, 1 bedroom and den and two-bedroom units.
   b. Memory Care: No more than 108 units total containing a mixture of 1 bed semiprivate and private units.
   c. Independent Living: No more than 119 total units containing a mixture of 1 bedroom, 1 bedroom with den, 2 bedroom, and 2 bedroom with den units.

B) Single Family – Townhome:

1) Setbacks and Height Requirements
   a. Front: 30 feet (as measured to the pavement edge of primary roads)
   b. Side: 20 feet between structures & 0 feet between walls of attached townhomes
   c. Rear: 40 feet (as measured to overall parcel boundary(s))
   d. Building Height: 35 feet

2) Density
   a. Townhomes No more than 125 units total (either single family attached—townhome or in single family detached). Units shall be 1,000 to 1,500 square feet in size and may contain a mixture 1 bedroom, 1 bedroom and den, and 2 bedroom units with garages.

C) Single Family – Detached:

1) Setbacks and Height Requirements
   a. Front: 30 feet (as measured to the pavement edge of primary roads)
b. Side: 20 feet (as measured to the adjacent home or structure)
c. Rear: 100 feet (as measured to overall parcel boundary(s))
      50 feet (as measured to other single family detached homes)
d. Building Height: 35 feet

2) Density
   a. Single Family No more than 125 units total (either single family attached—Townhome or in single family detached).
      Units shall be 1,000 to 1,500 square feet in size and may contain a mixture 1 bedroom, 1 bedroom and den, 2 bedroom units, and 2 bedroom with den, with or without garages.

D) Golf Course and Clubhouse:

1) Setbacks and Height Requirements for Clubhouse and accessory structures
   a. Front, side and rear: 50 feet (as measured to overall parcel boundary(s))
   b. Building Height: 40 feet

2) Density
   a. Clubhouse No more than 2,500 square feet total.

F. Parking. Parking may be at grade or in structures.
   (a) Residential uses:
      (i) Single family detached/attached: 2 spaces per unit, which may include driveways and garage spaces.
      (ii) Independent living: 1.5 spaces per unit, inclusive of employees and visitors.
      (iii) Assisted living and memory care: 0.5 spaces per unit, inclusive of employees and visitors.
      (iii) Recreational uses:
            (1) Golf course: 5 spaces for each golf hole and 1 for each employee on shift of greatest employment.
            (2) Other recreational uses: For other recreational/open space uses, the Planning Board shall assign the required number of spaces, giving consideration to the proposed recreational/open space use and the feasibility to share parking capacity with that required for the golf course.
      (iv) Other uses: For any other use not listed herein, the Planning Board shall assign the required number of spaces, giving consideration to the proposed use, its similarity to other uses contained herein, and the feasibility of providing shared parking spaces with other uses.

   (b) Shared parking: When and where it may be achieved, shared parking may be considered to meet the overall parking demands.

   (c) Dimensions for off-street automobile parking spaces. Every such space provided shall be at least nine feet wide and 18 feet long, with the
exception of accessible spaces which shall meet the minimum standards of
the most current version of the Building Code of New York State.

(d) Parking reduction: If, in the judgment of the Planning Board, the required
parking would be excessive, the Planning Board may allow up to 25%
reduction in the total number of parking spaces constructed. Any
development plan shall still set aside the required area for the total parking
demand should it be deemed necessary in the future.

(e) All parking shall be located at least ten feet from the boundary of the
Senior Living District and appropriately screened as determined by the
Planning Board during site plan review.

G. Lighting:
All parking areas shall be adequately lighted. All such lighting shall be shielded
and so arranged as to direct the light away from adjoining residences and prevent
to the maximum extent possible off-site illumination.

H. Street and sidewalk design.
(a) All streets and sidewalks shall conform to the Town’s design standards with
respect to paving specifications, horizontal and vertical alignment, site
distances and drainage provisions, except when modified or waived by the
Planning Board during the site plan review process.
(b) Pedestrian, bicycle and cart circulation systems shall be provided as
convenient, safe and attractive links between residential groupings, open
space areas, recreation areas and other senior facilities. Widths may vary
from 4 feet to 8 feet based upon location and use. Materials of construction
may vary based upon location and use.

I. Utilities.
(a) The Senior Living Development shall be capable of being serviced by a
municipal water and sewer district, and may be approved conditioned upon
the necessary creation or extension of such districts or by way of “out of
district” user agreements. For purposes of this section, a municipal water
and/or sewer district shall include such district of any municipality, not
limited to that of the Town of Rotterdam.
(b) To the extent that additional water and sewer infrastructure is required for
the Senior Living Development, such infrastructure shall be designed and
constructed in accordance with the standards of the authorities having
jurisdiction over such infrastructure (municipal and/or State).
(c) All water distribution and sewer facilities not dedicated to the relevant
municipality shall be owned and maintained by the homeowners’
association or the owner of any facilities within the Senior Living
Development. Easements shall be granted to the Town to allow for access
and maintenance to these facilities in case the need arises.

J. Stormwater Management.
(a) All stormwater management facilities shall be designed and constructed in accordance with the Town and New York Department of Environmental Conservation ("DEC") standards.

(b) All stormwater management facilities not dedicated to the Town shall be the responsibility of the homeowners’ association.

(c) Pursuant to New York DEC regulations, the homeowners’ association shall execute a long-term operation and maintenance agreement with the Town for operation and maintenance of the stormwater management facilities.

K. Establishment of homeowners’ association.
(1) Any development in the Senior Living District shall provide for and establish a homeowners’ association for the maintenance, preservation and ownership of the common open space, including private streets, drives, service and parking areas and recreational areas.

(2) The applicant shall set forth the terms and requirements of ownership and maintenance of the common space in a homeowners’ association agreement. The homeowners’ association agreement shall be submitted to the Town when it is provided to the New York State Office of the Attorney General.

L. Site Plan Approval. Review of proposed development in the Senior Living District zoning district shall be accomplished in accordance with the existing site plan provisions of the Town Zoning Code, found in Article XVII of this chapter.

M. Subdivision approval. All or any portion of the land area may be subdivided upon compliance with and in accordance with the requirements of Chapter 249 of the Code of the Town of Rotterdam. Such subdivision approval shall allow the lot lines of units in the Senior Living District to be drawn in accordance with the provisions of this Article.

N. Open development area. The Town Board hereby declares that the Senior Living District will also be an Open Development Area in accordance with New York Town Law § 280-a allowing for building permits to be granted for structures that do not have frontage on a Town, County or State roadway so long as such structures are shown on an approved site plan for a Senior Living Development. The Senior Living District contemplates that there will be numerous structures that comprise the shared senior facilities on common parcels of land.

O. Access ways and Utilities. Access ways (and emergency access ways) to access the Senior Living District from Helderberg Avenue and/or from Keator Drive to serve the uses in the Senior Living District will be allowed on land zoned other than Senior Living District. Utilities may also be installed to serve the Senior Living District and uses in the Senior Living District over land that is zoned other than Senior Living District. The Town Board determines that such access ways and utilities will continue to serve the existing golf course as well as the proposed new uses in the Senior Living District to provide ingress and egress as well as utilities for these Senior Living District uses. No rezoning of the land crossed by and containing the access ways (and emergency access ways) or utilities are required to support these Senior Living District uses.
Section 2

This law is adopted pursuant to the authority provided by section 265 of the Town Law and section 10 of the Municipal Home Rule Law. If provisions of this local law are inconsistent with any Law, then this local law shall, pursuant to the Municipal Home Rule Law, be deemed to supersede any such inconsistent provision.

Section 3

This local law shall be filed in the office of the Secretary of State of the State of New York within five days of its adoption and shall take effect immediately upon such filing.
Exhibit A
Exhibit B
SUGGESTED DESCRIPTION
CHANGE OF ZONE
WHISPERING PINES
HELDERBERG AVENUE

All that certain piece, parcel or tract of land situate in the Town of Rotterdam, County of Schenectady, State of New York lying along the northeasterly line of Helderberg Avenue and southwesterly line of N.Y.S. Thruway – Interstate 90, being further bounded and described as follows:

Commencing at the point of intersection of the common division line between lands of W.P. Golf Corporation as described in Book 1227 of Deeds at Page 275, to the South and lands of Armstrong as described in Book 1196 of Deeds at Page 67, to the North, with the northeasterly line of Helderberg Avenue, thence Northeasterly, 135°± to the point of beginning, thence from said point of beginning, Northwesterly along the common division line between said lands of W.P. Golf Corporation, to the East and said lands of Armstrong, to the West, 110± feet to a point in the southeasterly line of lands of Andre as described in Book 1874 of Deeds at Page 126, thence along said southeasterly line and the southeasterly line of lands of Swint as described in Book 1876 of Deeds at Page 914, Northeasterly, 790± feet to a point in the southwesterly line of N.Y.S. Thruway – Interstate 90, thence along said southerly line, Southwesterly, 4,250± feet to a point, thence through the lands of Brown as described in Book 965 of Deeds at Page 899 the following three (3) courses: 1.) Southwesterly, 2,030± feet to a point, thence 2.) Northwesterly, 365± feet to a point, thence 3.) Southwesterly, 350± feet to a point in the westerly line of the lands of Pigliavento as described in Book 1907 of Deeds at Page 481 and Book 1327 of Deeds at Page 233, thence along said westerly line and through lands of Brown as described in Book 965 of Deeds at Page 899 and aforesaid lands of W.P. Golf Corporation the following five (5) courses: 1.) Northwesterly, 755± feet to a point, thence 2.) Northwesterly, 15± feet to a point, thence 3.) Southwesterly, 80± feet to a point, thence 4.) Northwesterly, 405± feet to a point, thence 5.) Southwesterly, 60± feet to a point in the northeasterly line the lands of Town of Rotterdam as described in Book 814 of Deeds at Pages 118 & 120, thence along said line and the northeasterly line of lands of Hills as described in Book 1241 of Deeds at Page 242, lands of Young as described in Book 1170 of Deeds at Page 294 and lands of Matarazzo as described in
Book 1771 of Deeds at Page 497, Northwesterly, 590± feet to a point, thence through said lands of W.P. Golf Corporation and lands of LaPrade as described in Book 1722 of Deeds at Page 380 the following six (6) courses: 1.) Northwesterly, 155± feet to a point, thence 2.) Southwesterly, 600± feet to a point of curvature, thence 3.) along a curve to the left having a radius of 100 feet and a length of 135± feet to a point, thence 4.) Southwesterly, 345± feet to a point, thence 5.) Northwesterly 44± feet to a point, thence 6.) Southwesterly, 105± feet to a point in the northeasterly line of Helderberg Avenue, thence along said northeasterly line, Northwesterly 36± feet to a point, thence through the lands of Pallutti as described in Book 1918 of Deeds at Page 183, lands of W.P. Golf Corporation and lands of Armstrong as described in Book 1346 of Deeds at Page 310, the following three (3) courses: 1.) Northeasterly, 105± feet to a point, thence 2.) Northwesterly, 305± feet to a point, thence 3.) Southwesterly, 105± feet to a point in the northeasterly line of Helderberg Avenue, thence along said northeasterly line, Northwesterly 40± feet to a point, thence through aforesaid lands of Armstrong the following two (2) courses: Northeasterly, 105± feet to a point, 2.) Northwesterly, 66± feet to a point in the southeasterly line of lands of Dawson as described in Book 1611 of Deeds at Page 710, thence along said southeasterly and northeasterly lines the following two (2) courses: 1.) Northeasterly, 50± feet to a point, thence 2.) Northwesterly 83± feet to a point, thence through aforesaid lands of W.P. Golf Corporation, Northwesterly 60± feet the point of beginning and containing 84.5± acres of land.

Todd Westerveld

PLS 50,319
At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York on Wednesday July 11, 2018 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 212.18

WHEREAS, the Town Board received a revised application to create a new zoning district in the Town of Rotterdam for the project known as the Village at Whispering Pines, to be known as the Senior Living District; and

WHEREAS, the creation of the Senior Living District involves the adoption of a local law setting forth the uses permitted in the District and also amends the Town’s official zoning map setting forth the location of the District; and

WHEREAS, pursuant to the State Environmental Quality Review Act (SEQRA) the Town Board has previously declared its intent to be lead agency on March 8, 2017 and on March 9, 2017 duly circulated its notice of intent to be SEQRA lead agency for the review of this Type 1 Action and no other involved agencies indicated any objection to the Town Board being lead agency; and

WHEREAS, the Applicant submitted to the Town Board both a draft scoping document and a preliminary draft Environmental Impact Statement as part of the revised application for the zone change and the project; and

WHEREAS, on February 14, 2018, the Town Board declared itself lead agency for the review of the rezoning and the project, issued a positive declaration of environmental significance for the Project and directed that written public comments would be accepted on the draft scoping document until March 14, 2018; and

WHEREAS, on March 28, 2018 after a careful review of the public comments and any comments by the Town Planning Board, Town Planner, Town Designated Engineer, and Town Board, the final written scope with revisions prepared by the Town Designated Engineer (TDE) was approved by the Town Board; and

WHEREAS, the Applicant resubmitted the Draft Environmental Impact Statement (DEIS) for the Project and the DEIS was accepted as complete by the Town Board on April 25, 2018 and the Town Board issued a notice of completion and public hearing on the DEIS, as well as separate notices of public hearing on the local law and the change of zoning;

WHEREAS, the public hearings were duly noticed and held on May 11, 2018 and a stenographic record of all the public comments at the public hearings was created and is included in the Final Environment Impact Statement (FEIS), as well as all written comments received by the Town;

WHEREAS, the substantive public comments were addressed in the FEIS as required by SEQRA, and the FEIS was submitted by the Applicant to the Town and the Town designated engineers for review and comment and all requested revisions to the FEIS were made by the Applicant;

WHEREAS, the Town Board accepted the FEIS as complete and in compliance with the requirements of SEQRA at its meeting of June 20, 2018, and the notice of completion was duly published and the notice and the FEIS was provided to the involved and interested agencies and made available on the Town’s website as required by SEQRA;
WHEREAS, the attached SEQRA Statement of Findings has been prepared and thoroughly reviewed by the Town Staff, Town Designated Engineers and by the Town Board;

THEREFORE, UPON MOTION OF Councilmember SIGNORE, seconded by Councilmember MILLER-HERRERA,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The attached SEQRA Statement of Findings for the Village at Whispering Pines, the Senior Living Local Law and the Amendment of the Zoning map is hereby approved by the Town Board of the Town of Rotterdam as the SEQRA lead agency.

SECTION 2. As set forth in detail in the attached SEQRA Findings Statement which is incorporated herein by reference, the Town Board determines that the findings considered the relevant environmental impacts, facts and conclusions disclosed in the final EIS; weighed and balanced the relevant environmental impacts with social, economic and other considerations; and provides a rationale for the agency’s decision.

SECTION 3. The Town Board further certifies that the requirements of SEQRA have been met and that consistent with social, economic and other essential considerations from among the reasonable alternatives available, the action is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable.

SECTION 4. The Town Board directs that Town Planner duly circulates and file the attached SEQRA Findings Statement with a copy of this resolution as required by SEQRA.

SECTION 5. This resolution shall become effective July 11, 2018.

DATED: July 11, 2018

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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 July 11, 2018 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk’s Office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 13, 2018.

Diane M. Marco, Town Clerk
RESOLUTION NO. 72.20

THEREFORE, UPON MOTION OF Councilmember __________________________, seconded by Councilmember __________________________,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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 on Wednesday, March 11, 2020 at 7:00 p.m. at the at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 for the following purpose:

To create a new zoning classification of Chapter 270, “Zoning”, Article XXXI, entitled “Senior Living District”, local law ____ of 2020.

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

DATED: February 26, 2020
Daily Gazette: Please publish once on February 29, 2020

Town Clerk
Post

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PROPOSED LOCAL LAW NO. ___ OF 2020

SENIOR LIVING DISTRICT (SLD)

A LOCAL LAW to provide for the establishment of a Senior Living District, amending Chapter 270 of the Code of the Town of Rotterdam.

Section 1

(A) **BE IT ENACTED** by the Town Board of the Town of Rotterdam as follows. This local law shall be known as "No. _____ of 2020 of the Town of Rotterdam" or "Senior Living District" (hereinafter the "District" or the ("SLD"). Chapter 270 of the Code of the Town of Rotterdam is hereby amended by adding thereto Article XXXI, Senior Living District (SLD) as follows:

(B) The Zoning Code of the Town of Rotterdam as adopted July 11, 2001, codified by Local Law No. 5 of 2001, and the Zoning Map of the Town of Rotterdam as set forth therein and made a part thereof, are amended by changing from the existing zoning of Agricultural District (shown on the Town Zoning Map as A-1) and establishing the aforesaid Senior Living District as shown in Exhibit A, which District is designed to contain a Senior Living Complex with a combination of assisted living facilities, memory care facilities, independent living facilities involving apartments, town homes and single family residences, and senior services, including, health care and recreational services all only available to those who reside in the District. The uses are further defined as set forth below in **Subsection B - Definitions**.

(C) The area of the District consists of approximately 90 acres in the Town of Rotterdam and is identified by the metes and bounds description set forth herein in **Exhibit B**.

    i. All land uses, development, construction and operation of the facilities within the District shall be conducted in accordance with this legislation and the SEQR determinations adopted with this legislation.

(D) In any instances where specific permitted uses, area or height standards, development guidelines and/or review procedures specifically set forth in this SLD, as the same are specifically applicable to the District, conflict with other general provisions or requirements of the Town of Rotterdam Zoning Code, the particular provisions set forth herein shall take precedence.

(E) **Definitions.** Where terms are defined in this SLD and are also defined in the Town Code of the Town of Rotterdam, the definition contained herein shall apply to the SLD. In the event a term in this SLD is not defined below, but is defined in the Town Code of the Town of Rotterdam, then that Town Code definition shall apply. This SLD also incorporates by reference the laws and rules of the State of New York that license, regulate and/or govern the uses defined herein when interpreting any proposed
application to the Town of Rotterdam for the establishment of such use, with reference

A. Legislative intent; objectives.

(1) It is the intent of these provisions establishing a Senior Living District to provide
flexible use and design regulations to facilitate the development of an integrated senior
living community. The Town of Rotterdam Comprehensive Plan recognizes the
importance of providing safe, affordable, and accessible facilities and residences for
the Town's senior population. This Article specifically encourage comprehensive
developments incorporating multi-family residential units, single family homes,
assisted living facilities, and recreational facilities, including but not limited to the
continued operation and use of a portion of the golfing facilities.

(2) This Article recognizes that, while the standard zoning functions are appropriate for
the regulation of traditional neighborhoods and land uses, the Senior Living District
provides comprehensive planning for an integrated senior neighborhood. Senior
citizens require unique services and specialized living quarters for elderly and retired
citizens who wish to live independently, but prefer to live in a community designed to
support their needs.

(3) Objectives. To carry out the intent of this Article, a senior living development shall
achieve the following objectives:
  (a) Provide a varied choice of the types of environment, residential units, assisted
      living needs, recreational facilities, including continuation of a portion of the
      golfing facilities and creation of new recreational opportunities, and open space
      available to residents the age of 55 and over;
  (b) Create integrated senior living arrangements that allow for fulfillment of the
      varied needs of senior citizens in a central location without extended
      commuting;
  (c) Enhance the quality of living for senior citizen populations;
  (d) Increase opportunities for social interaction among senior citizen populations;
  (e) Create an efficient use of land and services resulting in smaller networks of
      utilities and streets and thereby lowering housing and assisted living costs for
      seniors;
  (f) Create a development pattern in harmony with the objectives of the
      Comprehensive Plan; and
  (g) Create a more desirable environment for senior living than would be possible
      through the strict application of other articles of this chapter.

B. Definitions:

APARTMENT
A residential living unit, including independent, assisted, and memory care units,
consisting of one or more separate living spaces contained within a large building or facility
that provides common amenities to the apartment unit(s) contained therein.
ASSISTED LIVING
Any entity which provides housing, meals, on-site monitoring, and personal care services in a home-like setting to adult residents.

CAFETERIA/ Food Service/Dining Rooms
An eating establishment located wholly within a common building of the independent living facilities, assisted living facilities or memory care facilities, or any senior services center designed to service the needs of on-site employees, patients, guests, and residents of the SLD. This eating establishment is not considered a retail use.

CLUBHOUSE
A building located on the golf course that may contain a locker room, pro shop, and cafe located wholly within in a common building designed to service the needs of SLD residents, on-site employees, guests and members of the public using the golf course.

ENTRANCE/GATEWAY
An area of greenspace which marks the entrance to a site and is comprised of signage, landscaping and plantings.

FITNESS CENTER
An area located in any of the facilities and/or the senior services center with the primary purpose of facilitating recreation and exercise for residents of the SLD and their guests.

GOLF COURSE
A recreational facility primarily used for the purpose of playing golf, including associated food service and staff offices. The golf course will be open to the public.

INDEPENDENT LIVING UNITS
Senior housing units that are designed for residency by seniors who are capable of living independently, in apartments, townhomes or single-family houses without the need for in-home medical, memory, or other assistive care.

MEDICAL PROFESSIONAL OFFICES AND SERVICES
An office or offices located in a common building of the senior services center of a physician, dentist, or any other licensed professional in the field of medically related services or health and wellness, such as acupuncturist, audiologist, dietitian or nutritional counselor, mental health practitioners, licensed clinical social worker, therapist, chiropractor, massage therapist, medical physicist, naturopath, nurse practitioner, occupational therapist, physical therapist, ophthalmologist, optometrist, podiatrist, respiratory therapist, speech or language pathologist, osteopath, and physician assistant. Such services are provided to residents only.
MEMORY CARE
A distinct form of care that specifically caters to patients with Alzheimer’s disease, dementia and other types of memory problems. Memory care units provide 24-hour supervised care within the residential facility.

OPEN SPACE
An unoccupied space open to the sky.

RECREATIONAL USES
A golf course, a network of trails, fitness center and other accessory recreational and fitness uses. All such uses will be provided solely to residents of the SLD and their invited guests with the exception of the golf course which will remain open to the public.

SENIOR HOUSING
Buildings and/or facilities which provide housing which is intended for seniors 55 years of age and over, including dormitory housing.

SENIOR SERVICES
Services available to residents and their guests including, but not limited to residential dining and full service kitchen; a fitness center; a swimming pool/spa; a therapy room; a salon; and conference/meeting rooms.

C. Permitted Uses. The following principal uses are permitted as of right, subject to site plan approval by the Planning Board, in the Senior Living District.
(1) Principal use.
   (a) The principal use permitted in the Senior Living District shall be a Senior Living Development for residents of at least 55 years of age. A Senior Living Development may consist of the following uses:
   (i) The following residential facilities, provided that the residents are at least 55 years old;
      a. Independent living units, including multi-family or apartment units;
      b. Single family homes, including townhomes and condominiums, which shall allow for residents’ children who are at least 21 years old to reside with the parent if the resident(s) requires such child’s care and the arrangement is approved by the homeowners’ association;
      c. Assisted living units, including studios and apartments;
      d. Memory care units, including studios and apartments;
   (iii) Independent living common areas;
   (iv) Senior services within the residential buildings; and
   (v) Recreational Uses, including but not limited to the Golf course and clubhouse, fitness center, trails and other recreational facilities;
(2) Accessory uses. The following uses shall be permitted as accessory to a Senior Living District and, where applicable, shall be provided only to residents of the District and their guests:
   (a) Utility structures and facilities;
   (b) Entrance/Gateway
   (c) Cafeterias/Food Service/Dining Rooms
   (d) Permitted signs; and
   (e) Structures and uses customarily accessory to residential and/or senior living facilities, subject to site plan approval by the Planning Board.

D. Development regulations. Projects in a Senior Living District shall be developed according to the following regulations:
(1) Bulk regulations:
   (a) Maximum number of senior living units: 496.
   (b) Maximum building height: The maximum building height shall be 60 feet. The maximum building height shall not include chimney heights, not to exceed 3 feet over a building's highest ridge line or roof top mechanical units.
   (c) Lot area: to promote the goal of common ownership of shared open space, all single-family homes and townhomes shall be a part of an established homeowner association that shall be responsible for the operation and maintenance of all open space, utilities, and roadways. Lot area requirements in the Senior Living District are as follows:
      (i) for single family homes, the lot area may be as small as the foundation of the home;
      (ii) for townhomes, the lot area may be as small as the individual portion of such home comprising a single unit;
      (iii) for all other uses, no minimum lot area requirements shall apply.
   (d) Common open space. Not less than 40 percent of the acreage of the property shall be open space. Areas used for recreational purposes including, but not limited to, golf courses, skiing, walking trails and the like, exclusive of any areas covered by structures associated with such uses shall be considered open space. The open space lands may include significant ecological, aesthetic and recreational characteristics. Such open space may consist of wetlands and steep slopes, as well as other resources subject to local, State or federal regulations, including stormwater management areas.

E. Development Criteria.

(1) Generally. The maximum build-out of the site is set forth in the Development Plan attached hereto as Exhibit C.
(2) Development Areas. The Development Areas are shown generally on exhibit C. Area A consists of the assisted living/memory care facilities. Area B consists of the Independent Living facilities/apartments. Area C consists of the golf course and clubhouse. Area D contains the detached (cottages) and attached (townhome) single family units. These are the primary uses in the areas, accessory uses and other uses permitted by this Legislation are allowed in the Areas as well.

(3) Bulk requirements for the proposed uses in the SLD are set forth as follows:

A) Senior Services Facilities:

1) Setbacks and Height Requirements
   a. Front: 290 feet (as measured to overall parcel boundary(s))
   b. Side: 50 feet (as measured to overall parcel boundary(s))
   c. Rear: 50 feet (as measured to overall parcel boundary(s))
   d. Building Height: 60 feet (no more than three stories)

2) Density
   a. Assisted Living: No more than 144 units total containing a mixture of studio, 1 bedroom, 1 bedroom and den and two-bedroom units.
   b. Memory Care: No more than 108 units total containing a mixture of 1 bed semiprivate and private units.
   c. Independent Living: No more than 119 total units containing a mixture of 1 bedroom, 1 bedroom with den, 2 bedroom, and 2 bedroom with den units.

B) Single Family – Townhome:

1) Setbacks and Height Requirements
   a. Front: 30 feet (as measured to the pavement edge of primary roads)
   b. Side: 20 feet between structures & 0 feet between walls of attached townhomes
   c. Rear: 40 feet (as measured to overall parcel boundary(s))
   d. Building Height: 35 feet

2) Density
   a. Townhomes No more than 125 units total (either single family attached—townhome or in single family detached). Units shall be 1,000 to 1,500 square feet in size and may contain a mixture 1 bedroom, 1 bedroom and den, and 2 bedroom units with garages.

C) Single Family – Detached:

1) Setbacks and Height Requirements
   a. Front: 30 feet (as measured to the pavement edge of primary roads)
b. Side: 20 feet (as measured to the adjacent home or structure)
c. Rear: 100 feet (as measured to overall parcel boundary(s))
      50 feet (as measured to other single family detached homes)
d. Building Height: 35 feet

2) Density
   a. Single Family No more than 125 units total (either single family
      attached—Townhome or in single family detached).
      Units shall be 1,000 to 1,500 square feet in size and
      may contain a mixture 1 bedroom, 1 bedroom and
      den, 2 bedroom units, and 2 bedroom with den, with
      or without garages.

D) Golf Course and Clubhouse:

1) Setbacks and Height Requirements for Clubhouse and accessory
   structures
   a. Front, side and rear: 50 feet (as measured to overall parcel
      boundary(s))
   b. Building Height: 40 feet

2) Density
   a. Clubhouse No more than 2,500 square feet total.

F. Parking. Parking may be at grade or in structures.
   (a) Residential uses:
      (i) Single family detached/attached: 2 spaces per unit, which may
          include driveways and garage spaces.
      (ii) Independent living: 1.5 spaces per unit, inclusive of employees and
           visitors.
      (iii) Assisted living and memory care: 0.5 spaces per unit, inclusive of
           employees and visitors.
      (iii) Recreational uses:
        (1) Golf course: 5 spaces for each golf hole and 1 for each
            employee on shift of greatest employment.
        (2) Other recreational uses: For other recreational/open space uses,
            the Planning Board shall assign the required number of spaces, 
            giving consideration to the proposed recreational/open space 
            use and the feasibility to share parking capacity with that 
            required for the golf course.
      (iv) Other uses: For any other use not listed herein, the Planning Board 
          shall assign the required number of spaces, giving consideration to 
          the proposed use, its similarity to other uses contained herein, and 
          the feasibility of providing shared parking spaces with other uses.
   (b) Shared parking: When and where it may be achieved, shared parking may 
       be considered to meet the overall parking demands.
   (c) Dimensions for off-street automobile parking spaces. Every such space 
       provided shall be at least nine feet wide and 18 feet long, with the
exception of accessible spaces which shall meet the minimum standards of the most current version of the Building Code of New York State.

(d) Parking reduction: If, in the judgment of the Planning Board, the required parking would be excessive, the Planning Board may allow up to 25% reduction in the total number of parking spaces constructed. Any development plan shall still set aside the required area for the total parking demand should it be deemed necessary in the future.

(e) All parking shall be located at least ten feet from the boundary of the Senior Living District and appropriately screened as determined by the Planning Board during site plan review.

G. Lighting:
All parking areas shall be adequately lighted. All such lighting shall be shielded and so arranged as to direct the light away from adjoining residences and prevent to the maximum extent possible off-site illumination.

H. Street and sidewalk design.
(a) All streets and sidewalks shall conform to the Town's design standards with respect to paving specifications, horizontal and vertical alignment, site distances and drainage provisions, except when modified or waived by the Planning Board during the site plan review process.

(b) Pedestrian, bicycle and cart circulation systems shall be provided as convenient, safe and attractive links between residential groupings, open space areas, recreation areas and other senior facilities. Widths may vary from 4 feet to 8 feet based upon location and use. Materials of construction may vary based upon location and use.

I. Utilities.
(a) The Senior Living Development shall be capable of being serviced by a municipal water and sewer district, and may be approved conditioned upon the necessary creation or extension of such districts or by way of “out of district” user agreements. For purposes of this section, a municipal water and/or sewer district shall include such district of any municipality, not limited to that of the Town of Rotterdam.

(b) To the extent that additional water and sewer infrastructure is required for the Senior Living Development, such infrastructure shall be designed and constructed in accordance with the standards of the authorities having jurisdiction over such infrastructure (municipal and/or State).

(c) All water distribution and sewer facilities not dedicated to the relevant municipality shall be owned and maintained by the homeowners’ association or the owner of any facilities within the Senior Living Development. Easements shall be granted to the Town to allow for access and maintenance to these facilities in case the need arises.

J. Stormwater Management.
(a) All stormwater management facilities shall be designed and constructed in accordance with the Town and New York Department of Environmental Conservation ("DEC") standards.

(b) All stormwater management facilities not dedicated to the Town shall be the responsibility of the homeowners’ association.

(c) Pursuant to New York DEC regulations, the homeowners’ association shall execute a long-term operation and maintenance agreement with the Town for operation and maintenance of the stormwater management facilities.

K. **Establishment of homeowners’ association.**

(1) Any development in the Senior Living District shall provide for and establish a homeowners’ association for the maintenance, preservation and ownership of the common open space, including private streets, drives, service and parking areas and recreational areas.

(2) The applicant shall set forth the terms and requirements of ownership and maintenance of the common space in a homeowners’ association agreement. The homeowners’ association agreement shall be submitted to the Town when it is provided to the New York State Office of the Attorney General.

L. **Site Plan Approval.** Review of proposed development in the Senior Living District zoning district shall be accomplished in accordance with the existing site plan provisions of the Town Zoning Code, found in Article XVII of this chapter.

M. **Subdivision approval.** All or any portion of the land area may be subdivided upon compliance with and in accordance with the requirements of Chapter 249 of the Code of the Town of Rotterdam. Such subdivision approval shall allow the lot lines of units in the Senior Living District to be drawn in accordance with the provisions of this Article.

N. **Open development area.** The Town Board hereby declares that the Senior Living District will also be an Open Development Area in accordance with New York Town Law § 280-a allowing for building permits to be granted for structures that do not have frontage on a Town, County or State roadway so long as such structures are shown on an approved site plan for a Senior Living Development. The Senior Living District contemplates that there will be numerous structures that comprise the shared senior facilities on common parcels of land.

O. **Access ways and Utilities.** Access ways (and emergency access ways) to access the Senior Living District from Helderberg Avenue and/or from Keator Drive to serve the uses in the Senior Living District will be allowed on land zoned other than Senior Living District. Utilities may also be installed to serve the Senior Living District and uses in the Senior Living District over land that is zoned other than Senior Living District. The Town Board determines that such access ways and utilities will continue to serve the existing golf course as well as the proposed new uses in the Senior Living District to provide ingress and egress as well as utilities for these Senior Living District uses. No rezoning of the land crossed by and containing the access ways (and emergency access ways) or utilities are required to support these Senior Living District uses.
Section 2

This law is adopted pursuant to the authority provided by section 265 of the Town Law and section 10 of the Municipal Home Rule Law. If provisions of this local law are inconsistent with any Law, then this local law shall, pursuant to the Municipal Home Rule Law, be deemed to supersede any such inconsistent provision.

Section 3

This local law shall be filed in the office of the Secretary of State of the State of New York within five days of its adoption and shall take effect immediately upon such filing.
Exhibit A
Exhibit B
Gilbert VanGuilder  
Land Surveyor, PLLC  
988 Route 146, Clifton Park, NY 12065  
383-0634  
FAX 371-8437

Members:  
Gilbert G. VanGuilder, PLS  
Robert A. Wilklow, PLS

Associate:  
Duane Rabideau, PLS

December 6, 2017

SUGGESTED DESCRIPTION
CHANGE OF ZONE
WHISPERING PINES
HELDERBERG AVENUE

All that certain piece, parcel or tract of land situate in the Town of Rotterdam, County of Schenectady, State of New York lying along the northeasterly line of Helderberg Avenue and southwesterly line of N.Y.S. Thruway – Interstate 90, being further bounded and described as follows:

Commencing at the point of intersection of the common division line between lands of W.P. Golf Corporation as described in Book 1227 of Deeds at Page 275, to the South and lands of Armstrong as described in Book 1196 of Deeds at Page 67, to the North, with the northeasterly line of Helderberg Avenue, thence Northeasterly, 135°± to the point of beginning, thence from said point of beginning, Northwesterly along the common division line between said lands of W.P. Golf Corporation, to the East and said lands of Armstrong, to the West, 110± feet to a point in the southeasterly line of lands of Andre as described in Book 1874 of Deeds at Page 126, thence along said southeasterly line and the southeasterly line of lands of Swint as described in Book 1876 of Deeds at Page 914, Northeasterly, 790± feet to a point in the southwesterly line of N.Y.S. Thruway – Interstate 90, thence along said southerly line, Southwesterly, 4,250± feet to a point, thence through the lands of Brown as described in Book 965 of Deeds at Page 899 the following three (3) courses: 1.) Southwesterly, 2,030± feet to a point, thence 2.) Northwesterly, 365± feet to a point, thence 3.) Southwesterly, 350± feet to a point in the westerly line of the lands of Pigliaiavento as described in Book 1907 of Deeds at Page 481 and Book 1327 of Deeds at Page 233, thence along said westerly line and through lands of Brown as described in Book 965 of Deeds at Page 899 and aforesaid lands of W.P. Golf Corporation the following five (5) courses: 1.) Northwesterly, 755± feet to a point, thence 2.) Northwesterly, 15± feet to a point, thence 3.) Southwesterly, 80± feet to a point, thence 4.) Northwesterly, 405± feet to a point, thence 5.) Southwesterly, 60± feet to a point in the northeasterly line the lands of Town of Rotterdam as described in Book 814 of Deeds at Pages 118 & 120, thence along said line and the northeasterly line of lands of Hills as described in Book 1241 of Deeds at Page 242, lands of Young as described in Book 1170 of Deeds at Page 294 and lands of Matarazzo as described in
Book 1771 of Deeds at Page 497, Northwesterly, 590± feet to a point, thence through said lands of W.P. Golf Corporation and lands of LaPrade as described in Book 1722 of Deeds at Page 380 the following six (6) courses: 1.) Northwesterly, 155± feet to a point, thence 2.) Southwesterly, 600± feet to a point of curvature, thence 3.) along a curve to the left having a radius of 100 feet and a length of 135± feet to a point, thence 4.) Southwesterly, 345± feet to a point, thence 5.) Northwesterly 44± feet to a point, thence 6.) Southwesterly, 105± feet to a point in the northeasterly line of Helderberg Avenue, thence along said northeasterly line, Northwesterly 36± feet to a point, thence through the lands of Pallutti as described in Book 1918 of Deeds at Page 183, lands of W.P. Golf Corporation and lands of Armstrong as described in Book 1346 of Deeds at Page 310, the following three (3) courses: 1.) Northeasterly, 105± feet to a point, thence 2.) Northwesterly, 305± feet to a point, thence 3.) Southwesterly, 105± feet to a point in the northeasterly line of Helderberg Avenue, thence along said northeasterly line, Northwesterly 40± feet to a point, thence through aforesaid lands of Armstrong the following two (2) courses: Northeasterly, 105± feet to a point, 2.) Northwesterly, 66± feet to a point in the southeasterly line of lands of Dawson as described in Book 1611 of Deeds at Page 710, thence along said southeasterly and northeasterly lines the following two (2) courses: 1.) Northeasterly, 50± feet to a point, thence 2.) Northwesterly 83± feet to a point, thence through aforesaid lands of W.P. Golf Corporation, Northwesterly 60± feet the point of beginning and containing 84.5± acres of land.

Todd Westerveld

PLS 50,319
At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York on Wednesday July 11, 2018 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 212.18

WHEREAS, the Town Board received a revised application to create a new zoning district in the Town of Rotterdam for the project known as the Village at Whispering Pines, to be known as the Senior Living District; and

WHEREAS, the creation of the Senior Living District involves the adoption of a local law setting forth the uses permitted in the District and also amends the Town’s official zoning map setting forth the location of the District; and

WHEREAS, pursuant to the State Environmental Quality Review Act (SEQRA) the Town Board has previously declared its intent to be lead agency on March 8, 2017 and on March 9, 2017 duly circulated its notice of intent to be SEQRA lead agency for the review of this Type I Action and no other involved agencies indicated any objection to the Town Board being lead agency; and

WHEREAS, the Applicant submitted to the Town Board both a draft scoping document and a preliminary draft Environmental Impact Statement as part of the revised application for the zone change and the project; and

WHEREAS, on February 14, 2018, the Town Board declared itself lead agency for the review of the rezoning and the project, issued a positive declaration of environmental significance for the Project and directed that written public comments would be accepted on the draft scoping document until March 14, 2018; and

WHEREAS, on March 28, 2018 after a careful review of the public comments and any comments by the Town Planning Board, Town Planner, Town Designated Engineer, and Town Board, the final written scope with revisions prepared by the Town Designated Engineer (TDE) was approved by the Town Board; and

WHEREAS, the Applicant resubmitted the Draft Environmental Impact Statement (DEIS) for the Project and the DEIS was accepted as complete by the Town Board on April 25, 2018 and the Town Board issued a notice of completion and public hearing on the DEIS, as well as separate notices of public hearing on the local law and the change of zoning;

WHEREAS, the public hearings were duly noticed and held on May 11, 2018 and a stenographic record of all the public comments at the public hearings was created and is included in the Final Environment Impact Statement (FEIS), as well as all written comments received by the Town;

WHEREAS, the substantive public comments were addressed in the FEIS as required by SEQRA, and the FEIS was submitted by the Applicant to the Town and the Town designated engineers for review and comment and all requested revisions to the FEIS were made by the Applicant;

WHEREAS, the Town Board accepted the FEIS as complete and in compliance with the requirements of SEQRA at its meeting of June 20, 2018, and the notice of completion was duly published and the notice and the FEIS was provided to the involved and interested agencies and made available on the Town’s website as required by SEQRA;
WHEREAS, the attached SEQRA Statement of Findings has been prepared and thoroughly reviewed by the Town Staff, Town Designated Engineers and by the Town Board;

THEREFORE, UPON MOTION OF Councilmember SIGNORE, seconded by Councilmember MILLER-HERRERA,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The attached SEQRA Statement of Findings for the Village at Whispering Pines, the Senior Living Local Law and the Amendment of the Zoning map is hereby approved by the Town Board of the Town of Rotterdam as the SEQRA lead agency.

SECTION 2. As set forth in detail in the attached SEQRA Findings Statement which is incorporated herein by reference, the Town Board determines that the findings considered the relevant environmental impacts, facts and conclusions disclosed in the final EIS; weighed and balanced the relevant environmental impacts with social, economic and other considerations; and provides a rationale for the agency’s decision.

SECTION 3. The Town Board further certifies that the requirements of SEQRA have been met and that consistent with social, economic and other essential considerations from among the reasonable alternatives available, the action is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable.

SECTION 4. The Town Board directs that Town Planner duly circulate and file the attached SEQRA Findings Statement with a copy of this resolution as required by SEQRA.

SECTION 5. This resolution shall become effective July 11, 2018.

DATED: July 11, 2018

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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 July 11, 2018 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk’s Office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 13, 2018.

Diane M. Marco, Town Clerk
RESOLUTION NO. 73.20

THEREFORE, UPON MOTION OF Councilmember __________________________,
seconded by Councilmember __________________________.

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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 on Wednesday, March 11, 2020 at 7:00 p.m. at the at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 for the following purpose:

To consider the adoption of local law ___ of 2020 establishing a Senior Living District and allowing for a Change of Zone for property located in Rotterdam, New York 12306, known as Tax Map Nos. 71.5-1-5.112 (2188 Helderberg), 71.5-1-7.1 (2196 Helderberg), 71.5-1-5.111 (2200 Helderberg), 71.5-1-9 (2204 Helderberg), 71.5-1-8.111 (No Address), 71.5-1-8.112 (2208 Helderberg), 71.5-1-10.21 (2212 Helderberg) and 71.9-2-21.11 (Brown’s Farm). The town board recommends a Change of Zone from Agricultural (A-1) to Senior Living District (SLD) for a project to be known as the Whispering Pines Senior Living Community. The Whispering Pines Senior Living Community is to generally consist of the construction of 125 single-family homes (town homes or detached), 119 independent living units, 108 memory care units, 144 assisted living units, reconfiguring the existing 18-hole executive golf course into a 9-hole executive golf course that includes a new 2,500 s.f. clubhouse and 1,300 s.f. maintenance building on ±90 acres. A total of 496 residential units are proposed and will be developed in up to four (4) phases over an estimated four (4) year period, depending upon market demands. This will be accompanied by the addition of sewer and water infrastructure and roadways, as well as stormwater management features.

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

DATED: February 26, 2020
Daily Gazette: Please publish once on February 29, 2020
Town Clerk
Post

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PROPOSED LOCAL LAW NO. ___ OF 2020

SENIOR LIVING DISTRICT (SLD)

A LOCAL LAW to provide for the establishment of a Senior Living District, amending Chapter 270 of the Code of the Town of Rotterdam.

Section 1

(A) BE IT ENACTED by the Town Board of the Town of Rotterdam as follows. This local law shall be known as "No. ______ of 2020 of the Town of Rotterdam" or "Senior Living District" (hereinafter the "District" or the ("SLD"). Chapter 270 of the Code of the Town of Rotterdam is hereby amended by adding thereto Article XXXI, Senior Living District (SLD) as follows:

(B) The Zoning Code of the Town of Rotterdam as adopted July 11, 2001, codified by Local Law No. 5 of 2001, and the Zoning Map of the Town of Rotterdam as set forth therein and made a part thereof, are amended by changing from the existing zoning of Agricultural District (shown on the Town Zoning Map as A-1) and establishing the aforesaid Senior Living District as shown in Exhibit A, which District is designed to contain a Senior Living Complex with a combination of assisted living facilities, memory care facilities, independent living facilities involving apartments, town homes and single family residences, and senior services, including, health care and recreational services all only available to those who reside in the District. The uses are further defined as set forth below in Subsection B - Definitions.

(C) The area of the District consists of approximately 90 acres in the Town of Rotterdam and is identified by the metes and bounds description set forth herein in Exhibit B.

   i. All land uses, development, construction and operation of the facilities within the District shall be conducted in accordance with this legislation and the SEQR determinations adopted with this legislation.

(D) In any instances where specific permitted uses, area or height standards, development guidelines and/or review procedures specifically set forth in this SLD, as the same are specifically applicable to the District, conflict with other general provisions or requirements of the Town of Rotterdam Zoning Code, the particular provisions set forth herein shall take precedence.

(E) Definitions. Where terms are defined in this SLD and are also defined in the Town Code of the Town of Rotterdam, the definition contained herein shall apply to the SLD. In the event a term in this SLD is not defined below, but is defined in the Town Code of the Town of Rotterdam, then that Town Code definition shall apply. This SLD also incorporates by reference the laws and rules of the State of New York that license, regulate and/or govern the uses defined herein when interpreting any proposed
application to the Town of Rotterdam for the establishment of such use, with reference to the Education Law and the Public Health Law of the State of New York.

A. Legislative intent; objectives.

(1) It is the intent of these provisions establishing a Senior Living District to provide flexible use and design regulations to facilitate the development of an integrated senior living community. The Town of Rotterdam Comprehensive Plan recognizes the importance of providing safe, affordable, and accessible facilities and residences for the Town’s senior population. This Article specifically encourage comprehensive developments incorporating multi-family residential units, single family homes, assisted living facilities, and recreational facilities, including but not limited to the continued operation and use of a portion of the golfing facilities.

(2) This Article recognizes that, while the standard zoning functions are appropriate for the regulation of traditional neighborhoods and land uses, the Senior Living District provides comprehensive planning for an integrated senior neighborhood. Senior citizens require unique services and specialized living quarters for elderly and retired citizens who wish to live independently, but prefer to live in a community designed to support their needs.

(3) Objectives. To carry out the intent of this Article, a senior living development shall achieve the following objectives:

(a) Provide a varied choice of the types of environment, residential units, assisted living needs, recreational facilities, including continuation of a portion of the golfing facilities and creation of new recreational opportunities, and open space available to residents the age of 55 and over;

(b) Create integrated senior living arrangements that allow for fulfillment of the varied needs of senior citizens in a central location without extended commuting;

(c) Enhance the quality of living for senior citizen populations;

(d) Increase opportunities for social interaction among senior citizen populations;

(e) Create an efficient use of land and services resulting in smaller networks of utilities and streets and thereby lowering housing and assisted living costs for seniors;

(f) Create a development pattern in harmony with the objectives of the Comprehensive Plan; and

(g) Create a more desirable environment for senior living than would be possible through the strict application of other articles of this chapter.

B. Definitions:

APARTMENT

A residential living unit, including independent, assisted, and memory care units, consisting of one or more separate living spaces contained within a large building or facility that provides common amenities to the apartment unit(s) contained therein.
ASSISTED LIVING
Any entity which provides housing, meals, on-site monitoring, and personal care services in a home-like setting to adult residents.

CAFETERIA/ Food Service/Dining Rooms
An eating establishment located wholly within a common building of the independent living facilities, assisted living facilities or memory care facilities, or any senior services center designed to service the needs of on-site employees, patients, guests, and residents of the SLD. This eating establishment is not considered a retail use.

CLUBHOUSE
A building located on the golf course that may contain a locker room, pro shop, and cafe located wholly within in a common building designed to service the needs of SLD residents, on-site employees, guests and members of the public using the golf course.

ENTRANCE/GATEWAY
An area of greenspace which marks the entrance to a site and is comprised of signage, landscaping and plantings.

FITNESS CENTER
An area located in any of the facilities and/or the senior services center with the primary purpose of facilitating recreation and exercise for residents of the SLD and their guests.

GOLF COURSE
A recreational facility primarily used for the purpose of playing golf, including associated food service and staff offices. The golf course will be open to the public.

INDEPENDENT LIVING UNITS
Senior housing units that are designed for residency by seniors who are capable of living independently, in apartments, townhomes or single-family houses without the need for in-home medical, memory, or other assistive care.

MEDICAL PROFESSIONAL OFFICES AND SERVICES
An office or offices located in a common building of the senior services center of a physician, dentist, or any other licensed professional in the field of medically related services or health and wellness, such as acupuncturist, audiologist, dietitian or nutritional counselor, mental health practitioners, licensed clinical social worker, therapist, chiropractor, massage therapist, medical physicist, naturopath, nurse practitioner, occupational therapist, physical therapist, ophthalmologist, optometrist, podiatrist, respiratory therapist, speech or language pathologist, osteopath, and physician assistant. Such services are provided to residents only.
MEMORY CARE
A distinct form of care that specifically caters to patients with Alzheimer’s disease, dementia and other types of memory problems. Memory care units provide 24-hour supervised care within the residential facility.

OPEN SPACE
An unoccupied space open to the sky.

RECREATIONAL USES
A golf course, a network of trails, fitness center and other accessory recreational and fitness uses. All such uses will be provided solely to residents of the SLD and their invited guests with the exception of the golf course which will remain open to the public.

SENIOR HOUSING
Buildings and/or facilities which provide housing which is intended for seniors 55 years of age and over, including dormitory housing.

SENIOR SERVICES
Services available to residents and their guests including, but not limited to residential dining and full service kitchen; a fitness center; a swimming pool/spa; a therapy room; a salon; and conference/meeting rooms.

C. Permitted Uses. The following principal uses are permitted as of right, subject to site plan approval by the Planning Board, in the Senior Living District.

(1) Principal use.
   (a) The principal use permitted in the Senior Living District shall be a Senior Living Development for residents of at least 55 years of age. A Senior Living Development may consist of the following uses:
      (i) The following residential facilities, provided that the residents are at least 55 years old:
         a. Independent living units, including multi-family or apartment units;
         b. Single family homes, including townhomes and condominiums, which shall allow for residents’ children who are at least 21 years old to reside with the parent if the resident(s) requires such child’s care and the arrangement is approved by the homeowners’ association;
         c. Assisted living units, including studios and apartments;
         d. Memory care units, including studios and apartments;
      (iii) Independent living common areas;
      (iv) Senior services within the residential buildings; and
      (v) Recreational Uses, including but not limited to the Golf course and clubhouse, fitness center, trails and other recreational facilities;
(2) Accessory uses. The following uses shall be permitted as accessory to a Senior Living District and, where applicable, shall be provided only to residents of the District and their guests:
   (a) Utility structures and facilities;
   (b) Entrance/Gateway
   (c) Cafeterias/Food Service/Dining Rooms
   (d) Permitted signs; and
   (e) Structures and uses customarily accessory to residential and/or senior living facilities, subject to site plan approval by the Planning Board.

D. Development regulations. Projects in a Senior Living District shall be developed according to the following regulations:
(1) Bulk regulations:
   (a) Maximum number of senior living units: 496.
   (b) Maximum building height: The maximum building height shall be 60 feet. The maximum building height shall not include chimney heights, not to exceed 3 feet over a building’s highest ridge line or roof top mechanical units.
   (c) Lot area: to promote the goal of common ownership of shared open space, all single-family homes and townhomes shall be a part of an established homeowner association that shall be responsible for the operation and maintenance of all open space, utilities, and roadways. Lot area requirements in the Senior Living District are as follows:
      (i) for single family homes, the lot area may be as small as the foundation of the home;
      (ii) for townhomes, the lot area may be as small as the individual portion of such home comprising a single unit;
      (iii) for all other uses, no minimum lot area requirements shall apply.
   (d) Common open space. Not less than 40 percent of the acreage of the property shall be open space. Areas used for recreational purposes including, but not limited to, golf courses, skiing, walking trails and the like, exclusive of any areas covered by structures associated with such uses shall be considered open space. The open space lands may include significant ecological, aesthetic and recreational characteristics. Such open space may consist of wetlands and steep slopes, as well as other resources subject to local, State or federal regulations, including stormwater management areas.

E. Development Criteria.

(1) Generally. The maximum build-out of the site is set forth in the Development Plan attached hereto as Exhibit C.
(2) **Development Areas.** The Development Areas are shown generally on exhibit C. Area A consists of the assisted living/memory care facilities. Area B consists of the Independent Living facilities/apartments. Area C consists of the golf course and clubhouse. Area D contains the detached (cottages) and attached (townhome) single family units. These are the primary uses in the areas, accessory uses and other uses permitted by this Legislation are allowed in the Areas as well.

(3) Bulk requirements for the proposed uses in the SLD are set forth as follows:

A) **Senior Services Facilities:**

1) **Setbacks and Height Requirements**
   a. Front: 290 feet (as measured to overall parcel boundary(s))
   b. Side: 50 feet (as measured to overall parcel boundary(s))
   c. Rear: 50 feet (as measured to overall parcel boundary(s))
   d. Building Height: 60 feet (no more than three stories)

2) **Density**
   a. Assisted Living: No more than 144 units total containing a mixture of studio, 1 bedroom, 1 bedroom and den and two-bedroom units.
   b. Memory Care: No more than 108 units total containing a mixture of 1 bed semiprivate and private units.
   c. Independent Living: No more than 119 total units containing a mixture of 1 bedroom, 1 bedroom with den, 2 bedroom, and 2 bedroom with den units.

B) **Single Family – Townhome:**

1) **Setbacks and Height Requirements**
   a. Front: 30 feet (as measured to the pavement edge of primary roads)
   b. Side: 20 feet between structures & 0 feet between walls of attached townhomes
   c. Rear: 40 feet (as measured to overall parcel boundary(s))
   d. Building Height: 35 feet

2) **Density**
   a. Townhomes No more than 125 units total (either single family attached—townhome or in single family detached). Units shall be 1,000 to 1,500 square feet in size and may contain a mixture 1 bedroom, 1 bedroom and den, and 2 bedroom units with garages.

C) **Single Family – Detached:**

1) **Setbacks and Height Requirements**
   a. Front: 30 feet (as measured to the pavement edge of primary roads)
b. Side: 20 feet (as measured to the adjacent home or structure)
c. Rear: 100 feet (as measured to overall parcel boundary(s))
      50 feet (as measured to other single family detached homes)
d. Building Height: 35 feet

2) Density
   a. Single Family No more than 125 units total (either single family
      attached—Townhome or in single family detached).
      Units shall be 1,000 to 1,500 square feet in size and
      may contain a mixture 1 bedroom, 1 bedroom and
      den, 2 bedroom units, and 2 bedroom with den, with
      or without garages.

D) Golf Course and Clubhouse:

1) setbacks and Height requirements for Clubhouse and accessory
   structures
   a. Front, side and rear: 50 feet (as measured to overall parcel
      boundary(s))
   b. Building Height: 40 feet

2) Density
   a. Clubhouse No more than 2,500 square feet total.

F. Parking. Parking may be at grade or in structures.
   (a) Residential uses:
      (i) Single family detached/attached: 2 spaces per unit, which may
          include driveways and garage spaces.
      (ii) Independent living: 1.5 spaces per unit, inclusive of employees and
           visitors.
      (iii) Assisted living and memory care: 0.5 spaces per unit, inclusive of
            employees and visitors.
      (iii) Recreational uses:
            (1) Golf course: 5 spaces for each golf hole and 1 for each
                employee on shift of greatest employment.
            (2) Other recreational uses: For other recreational/open space uses,
                the Planning Board shall assign the required number of spaces,
                giving consideration to the proposed recreational/open space
                use and the feasibility to share parking capacity with that
                required for the golf course.
      (iv) Other uses: For any other use not listed herein, the Planning Board
            shall assign the required number of spaces, giving consideration to
            the proposed use, its similarity to other uses contained herein, and
            the feasibility of providing shared parking spaces with other uses.

   (b) Shared parking: When and where it may be achieved, shared parking may
       be considered to meet the overall parking demands.

   (c) Dimensions for off-street automobile parking spaces. Every such space
       provided shall be at least nine feet wide and 18 feet long, with the
exception of accessible spaces which shall meet the minimum standards of
the most current version of the Building Code of New York State.

(d) Parking reduction: If, in the judgment of the Planning Board, the required
parking would be excessive, the Planning Board may allow up to 25%
reduction in the total number of parking spaces constructed. Any
development plan shall still set aside the required area for the total parking
demand should it be deemed necessary in the future.

(e) All parking shall be located at least ten feet from the boundary of the
Senior Living District and appropriately screened as determined by the
Planning Board during site plan review.

G. Lighting:
All parking areas shall be adequately lighted. All such lighting shall be shielded
and so arranged as to direct the light away from adjoining residences and prevent
to the maximum extent possible off-site illumination.

H. Street and sidewalk design.
(a) All streets and sidewalks shall conform to the Town's design standards with
respect to paving specifications, horizontal and vertical alignment, site
distances and drainage provisions, except when modified or waived by the
Planning Board during the site plan review process.

(b) Pedestrian, bicycle and cart circulation systems shall be provided as
convenient, safe and attractive links between residential groupings, open
space areas, recreation areas and other senior facilities. Widths may vary
from 4 feet to 8 feet based upon location and use. Materials of construction
may vary based upon location and use.

I. Utilities.
(a) The Senior Living Development shall be capable of being serviced by a
municipal water and sewer district, and may be approved conditioned upon
the necessary creation or extension of such districts or by way of “out of
district” user agreements. For purposes of this section, a municipal water
and/or sewer district shall include such district of any municipality, not
limited to that of the Town of Rotterdam.

(b) To the extent that additional water and sewer infrastructure is required for
the Senior Living Development, such infrastructure shall be designed and
constructed in accordance with the standards of the authorities having
jurisdiction over such infrastructure (municipal and/or State).

(c) All water distribution and sewer facilities not dedicated to the relevant
municipality shall be owned and maintained by the homeowners’
association or the owner of any facilities within the Senior Living
Development. Easements shall be granted to the Town to allow for access
and maintenance to these facilities in case the need arises.

J. Stormwater Management.
(a) All stormwater management facilities shall be designed and constructed in accordance with the Town and New York Department of Environmental Conservation ("DEC") standards.

(b) All stormwater management facilities not dedicated to the Town shall be the responsibility of the homeowners’ association.

(c) Pursuant to New York DEC regulations, the homeowners’ association shall execute a long-term operation and maintenance agreement with the Town for operation and maintenance of the stormwater management facilities.

K. Establishment of homeowners’ association.

(1) Any development in the Senior Living District shall provide for and establish a homeowners’ association for the maintenance, preservation and ownership of the common open space, including private streets, drives, service and parking areas and recreational areas.

(2) The applicant shall set forth the terms and requirements of ownership and maintenance of the common space in a homeowners’ association agreement. The homeowners’ association agreement shall be submitted to the Town when it is provided to the New York State Office of the Attorney General.

L. Site Plan Approval. Review of proposed development in the Senior Living District zoning district shall be accomplished in accordance with the existing site plan provisions of the Town Zoning Code, found in Article XVII of this chapter.

M. Subdivision approval. All or any portion of the land area may be subdivided upon compliance with and in accordance with the requirements of Chapter 249 of the Code of the Town of Rotterdam. Such subdivision approval shall allow the lot lines of units in the Senior Living District to be drawn in accordance with the provisions of this Article.

N. Open development area. The Town Board hereby declares that the Senior Living District will also be an Open Development Area in accordance with New York Town Law § 280-a allowing for building permits to be granted for structures that do not have frontage on a Town, County or State roadway so long as such structures are shown on an approved site plan for a Senior Living Development. The Senior Living District contemplates that there will be numerous structures that comprise the shared senior facilities on common parcels of land.

O. Access ways and Utilities. Access ways (and emergency access ways) to access the Senior Living District from Helderberg Avenue and/or from Keator Drive to serve the uses in the Senior Living District will be allowed on land zoned other than Senior Living District. Utilities may also be installed to serve the Senior Living District and uses in the Senior Living District over land that is zoned other than Senior Living District. The Town Board determines that such access ways and utilities will continue to serve the existing golf course as well as the proposed new uses in the Senior Living District to provide ingress and egress as well as utilities for these Senior Living District uses. No rezoning of the land crossed by and containing the access ways (and emergency access ways) or utilities are required to support these Senior Living District uses.
Section 2

This law is adopted pursuant to the authority provided by section 265 of the Town Law and section 10 of the Municipal Home Rule Law. If provisions of this local law are inconsistent with any Law, then this local law shall, pursuant to the Municipal Home Rule Law, be deemed to supersede any such inconsistent provision.

Section 3

This local law shall be filed in the office of the Secretary of State of the State of New York within five days of its adoption and shall take effect immediately upon such filing.
Exhibit A
Exhibit B
Gilbert VanGuilder  
Land Surveyor, PLLC  
988 Route 146, Clifton Park, NY 12065  
383-0634  
FAX 371-8437

Members:  
Gilbert G. VanGuilder, PLS  
Robert A. Wilklow, PLS

Associate:  
Duane Rabideau, PLS

December 6, 2017

SUGGESTED DESCRIPTION
CHANGE OF ZONE
WHISPERING PINES
HELDERBERG AVENUE

All that certain piece, parcel or tract of land situate in the Town of Rotterdam, County of Schenectady, State of New York lying along the northeasterly line of Helderberg Avenue and southwesterly line of N.Y.S. Thruway – Interstate 90, being further bounded and described as follows:

Commencing at the point of intersection of the common division line between lands of W.P. Golf Corporation as described in Book 1227 of Deeds at Page 275, to the South and lands of Armstrong as described in Book 1196 of Deeds at Page 67, to the North, with the northeasterly line of Helderberg Avenue, thence Northeasterly, 135° ± to the point of beginning, thence from said point of beginning, Northwesterly along the common division line between said lands of W.P. Golf Corporation, to the East and said lands of Armstrong, to the West, 110± feet to a point in the southeasterly line of lands of Andre as described in Book 1874 of Deeds at Page 126, thence along said southeasterly line and the southeasterly line of lands of Swint as described in Book 1876 of Deeds at Page 914, Northeasterly, 790± feet to a point in the southwesterly line of N.Y.S. Thruway – Interstate 90, thence along said southwesterly line, Southeasterly, 4,250± feet to a point, thence through the lands of Brown as described in Book 965 of Deeds at Page 899 the following three (3) courses: 1.) Southwesterly, 2,030± feet to a point, thence 2.) Northwesterly, 365± feet to a point, thence 3.) Southwesterly, 350± feet to a point in the westerly line of the lands of Pigliavento as described in Book 1907 of Deeds at Page 481 and Book 1327 of Deeds at Page 233, thence along said westerly line and through lands of Brown as described in Book 965 of Deeds at Page 899 and aforesaid lands of W.P. Golf Corporation the following five (5) courses: 1.) Northwesterly, 755± feet to a point, thence 2.) Northwesterly, 15± feet to a point, thence 3.) Southwesterly, 80± feet to a point, thence 4.) Northwesterly, 405± feet to a point, thence 5.) Southwesterly, 60± feet to a point in the northeasterly line the lands of Town of Rotterdam as described in Book 814 of Deeds at Pages 118 & 120, thence along said line and the northeasterly line of lands of Hills as described in Book 1241 of Deeds at Page 242, lands of Young as described in Book 1170 of Deeds at Page 294 and lands of Matarazzo as described in
Book 1771 of Deeds at Page 497, Northwesternly, 590± feet to a point, thence through said lands of W.P. Golf Corporation and lands of LaPrade as described in Book 1722 of Deeds at Page 380 the following six (6) courses: 1.) Northwesternly, 155± feet to a point, thence 2.) Southwesterly, 600± feet to a point of curvature, thence 3.) along a curve to the left having a radius of 100 feet and a length of 135± feet to a point, thence 4.) Southwesterly, 345± feet to a point, thence 5.) Northwesternly 44± feet to a point, thence 6.) Southwesterly, 105± feet to a point in the northeasterly line of Helderberg Avenue, thence along said northeasterly line, Northwesternly 36± feet to a point, thence through the lands of Pallutti as described in Book 1918 of Deeds at Page 183, lands of W.P. Golf Corporation and lands of Armstrong as described in Book 1346 of Deeds at Page 310, the following three (3) courses: 1.) Northeasterly, 105± feet to a point, thence 2.) Northwesternly, 305± feet to a point, thence 3.) Southwesterly, 105± feet to a point in the northeasterly line of Helderberg Avenue, thence along said northeasterly line, Northwesternly 40± feet to a point, thence through aforesaid lands of Armstrong the following two (2) courses: Northeasterly, 105± feet to a point, 2.) Northeasterly, 66± feet to a point in the southeasterly line of lands of Dawson as described in Book 1611 of Deeds at Page 710, thence along said southeasterly and northeasterly lines the following two (2) courses: 1.) Northeasterly, 50± feet to a point, thence 2.) Northwesternly 83± feet to a point, thence through aforesaid lands of W.P. Golf Corporation, Northwesternly 60± feet the point of beginning and containing 84.5± acres of land.

Todd Westerveld

PLS 50,319
At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York on Wednesday July 11, 2018 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 212.18

WHEREAS, the Town Board received a revised application to create a new zoning district in the Town of Rotterdam for the project known as the Village at Whispering Pines, to be known as the Senior Living District; and

WHEREAS, the creation of the Senior Living District involves the adoption of a local law setting forth the uses permitted in the District and also amends the Town’s official zoning map setting forth the location of the District; and

WHEREAS, pursuant to the State Environmental Quality Review Act (SEQRA) the Town Board has previously declared its intent to be lead agency on March 8, 2017 and on March 9, 2017 duly circulated its notice of intent to be SEQRA lead agency for the review of this Type 1 Action and no other involved agencies indicated any objection to the Town Board being lead agency; and

WHEREAS, the Applicant submitted to the Town Board both a draft scoping document and a preliminary draft Environmental Impact Statement as part of the revised application for the zone change and the project; and

WHEREAS, on February 14, 2018, the Town Board declared itself lead agency for the review of the rezoning and the project, issued a positive declaration of environmental significance for the Project and directed that written public comments would be accepted on the draft scoping document until March 14, 2018; and

WHEREAS, on March 28, 2018 after a careful review of the public comments and any comments by the Town Planning Board, Town Planner, Town Designated Engineer, and Town Board, the final written scope with revisions prepared by the Town Designated Engineer (TDE) was approved by the Town Board; and

WHEREAS, the Applicant resubmitted the Draft Environmental Impact Statement (DEIS) for the Project and the DEIS was accepted as complete by the Town Board on April 25, 2018 and the Town Board issued a notice of completion and public hearing on the DEIS, as well as separate notices of public hearing on the local law and the change of zoning;

WHEREAS, the public hearings were duly noticed and held on May 11, 2018 and a stenographic record of all the public comments at the public hearings was created and is included in the Final Environment Impact Statement (FEIS), as well as all written comments received by the Town;

WHEREAS, the substantive public comments were addressed in the FEIS as required by SEQRA, and the FEIS was submitted by the Applicant to the Town and the Town designated engineers for review and comment and all requested revisions to the FEIS were made by the Applicant;

WHEREAS, the Town Board accepted the FEIS as complete and in compliance with the requirements of SEQRA at its meeting of June 20, 2018, and the notice of completion was duly published and the notice and the FEIS was provided to the involved and interested agencies and made available on the Town’s website as required by SEQRA;
WHEREAS, the attached SEQRA Statement of Findings has been prepared and thoroughly reviewed by the Town Staff, Town Designated Engineers and by the Town Board;

THEREFORE, UPON MOTION OF Councilmember SIGNORE, seconded by Councilmember MILLER-HERRERA,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The attached SEQRA Statement of Findings for the Village at Whispering Pines, the Senior Living Local Law and the Amendment of the Zoning map is hereby approved by the Town Board of the Town of Rotterdam as the SEQRA lead agency.

SECTION 2. As set forth in detail in the attached SEQRA Findings Statement which is incorporated herein by reference, the Town Board determines that the findings considered the relevant environmental impacts, facts and conclusions disclosed in the final EIS; weighed and balanced the relevant environmental impacts with social, economic and other considerations; and provides a rationale for the agency’s decision.

SECTION 3. The Town Board further certifies that the requirements of SEQRA have been met and that consistent with social, economic and other essential considerations from among the reasonable alternatives available, the action is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable.

SECTION 4. The Town Board directs that Town Planner duly circulates and file the attached SEQRA Findings Statement with a copy of this resolution as required by SEQRA.

SECTION 5. This resolution shall become effective July 11, 2018.

DATED: July 11, 2018

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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 July 11, 2018 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk’s Office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 13, 2018.

Diane M. Marco, Town Clerk
RESOLUTION NO. 74.20

WHEREAS, in accordance with § 270-174 of the Rotterdam Town Code, the Town Board must, before public hearing on this matter, refer the matter to the Planning Board of the Town of Rotterdam for report and recommendation thereon; 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 refers to the Planning Board of the Town of Rotterdam for report and recommendation thereon proposed Local Law of the Year 2020 under consideration by the Town Board as follows:

To amend Chapter 270 of the Code of the Town of Rotterdam, entitled “Zoning” to include §270-167 (D)(7), entitled “Parking and signage” for special use permits to allow for the adaptive reuse of educational and religious buildings.

SECTION 2. This resolution shall become effective February 26, 2020.

DATED: February 26, 2020

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LEGISLATIVE REQUEST FORM

DATE: February 19, 2020

TO: Steven Tommasone, Town Supervisor

FROM: Peter Comenzo, Sr. Planner

TITLE OF REQUEST: Refer to Planning Commission for Report and Recommendation to amend Chapter 270 entitled “Zoning”.

TOWN BOARD MEETING: February 26, 2020

Background Information: The purpose of the adaptive reuse of religious or educational buildings section is to foster the renovation and reuse of structures originally constructed for religious or educational uses which have historic, architectural, economic and cultural or other value to the Town and are at risk of becoming underutilized, vacant, or demolished.

The Town Board adopted §270-18, §270-28, §270-38 Special Uses, in the Agricultural, One Family Residential and Two Family Residential zones respectively and added Section D (1)-(7) to §270-167. “Standards for granting permits: additional requirements” on June 26, 2019.

Evaluation/Analysis: The need for signage was not addressed in these new Town Code Sections.

Recommendation(s): Refer to Planning Commission for Report and Recommendation for the addition of §270-167 D (7) (b) Signage.

Attachment/Document(s): Draft Modifications §270-167 D (7)

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Updates to Zoning Code Chapter 270

LEGISLATION WILL BE PREPARED BY: Supervisor’s Office
Draft Chapter 270. Zoning

§ 270-167. Standards for granting permits; additional requirements.

D. Special use permits, standards, and requirements for adaptive reuse of religious and educational buildings.

(7) Parking and signage.
   (a) Parking. The Planning Board is hereby authorized to modify otherwise applicable off-street parking requirements based upon competent evidence received and deemed acceptable by the Planning Board relating to the parking needs of the proposed adaptive reuse of the former religious or educational building;

   (b) Signage. The Planning Board shall determine the size and type of any signage proposed as part of a special use permit and consider location and setting in its deliberations.
RESOLUTION NO. 75.20

WHEREAS, Change Order No. 007 on Contract No.01 – General Construction was prepared by Gallo Construction, in the amount of six thousand seven hundred twenty seven and 59/100 dollars ($6,727.59); NOW

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

SECTION 1. The Supervisor of the Town of Rotterdam is hereby authorized to execute Change Order No. 005 on Contract No.01 – General Construction and authorize payment to Gallo Construction, located at 50 Lincoln Avenue, Watervliet, New York 12189, in an amount not to exceed two thousand four hundred sixty four and 05/100 dollars ($2,464.05), for additional work to be completed in the hallway near the stairs.

SECTION 2. Amend previously authorized “Change Order No. 009 - Additional Doors for Lounge & Veterans Room” on Contract No.01 – General Construction to be known as “Change Order No. 006 - Additional Doors for Lounge & Veterans Room”.

SECTION 3. This resolution shall become effective February 26, 2020.

DATED: February 26, 2020

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DATE: February 18, 2020

TO: Steven Tommasone – Town Supervisor

FROM: Michael T. Maher – Assistant Project Manager

TITLE OF REQUEST: Authorize the Supervisor to sign Change Order Thirteen (13) for Gallo Construction Corp. for the Rotterdam Senior Center Repairs to Architectural Finishes.

TOWN BOARD MEETING: February 26, 2020

Background Information: Gallo Construction Corp. is the contractor for the Rotterdam Senior Center Repairs to Architectural Finishes.

Evaluation/Analysis: Allow Change Order for Gallo Construction Corp. on the Rotterdam Senior Center Repairs to Architectural Finishes Project for hallway work.

Recommendation(s): Authorize the Supervisor to sign a Change Order for an additional $2,464.05 for Gallo Construction Corp.

Attachment/Document(s): Contract Change Orders

Compliance with Purchasing Policy:

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office
Letter of Transmittal

To: Nicholas Lobosco  
CT Male Associates, P.C. 
50 Century Hill Drive 
Latham, NY 12110  
Ph: (518)786-7469 Fax: (518)786-7299

Subject: Change Request - 13: 1st floor hallway 122 ceiling

WE ARE SENDING YOU
☑ Attached
ger Under separate cover via the following items:
☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples
☐ Copy of letter ☐ Change order ☐ Specifications ☑ Change Request

<table>
<thead>
<tr>
<th>Document Type</th>
<th>Copies</th>
<th>Date</th>
<th>No.</th>
<th>Description</th>
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<td>Change Request</td>
<td>1</td>
<td>2/18/20</td>
<td>13</td>
<td>1st floor hallway 122 ceiling</td>
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</tbody>
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THESE ARE TRANSMITTED as checked below:

☑ For approval ☐ Approved as submitted ☐ Resubmit ___ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ___ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return ___ corrected prints
☐ For review and comment ☐ Other ☐ FOR BIDS DUE ☐ PRINTS RETURNED AFTER LOAN TO US

Remarks:

Copy To:

From: James Van Vorst (Gallo Construction C)

Signature: ______________________________

If enclosures are not as noted, kindly notify us at once.
**Change Request**

To: Nicholas Lobosco  
CT Male Associates, P.C.  
50 Century Hill Drive  
Latham, NY 12110  
Ph: (518)786-7469  Fax: (518)786-7299

Number: 13  
Date: 2/18/20  
Job: 19167  Rotterdam Sr Center  
Phone:

Description: 1st floor hallway 122 ceiling

Reason: Owner Request  
Initiated by: Town of Rotterdam

We are pleased to offer the following specifications and pricing to make the following changes:

Remove and extend hallway ceiling at stairway. Coat walls & ceilings. Signed work tickets by owner attached

<table>
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<tr>
<th>Description</th>
<th>Labor</th>
<th>Material</th>
<th>Equipment</th>
<th>Subcontract</th>
<th>Other</th>
<th>Price</th>
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If you have any questions, please contact me at (518)273-0234.

Submitted by: James Van Vorst  
Gallo Construction Corp

Approved by:  
Date: __________________________

Page 1 of 1
## GALLO CONSTRUCTION CORP

### DAILY WORK ORDER

**Project:** 19-167  
**Location:** Hallway 122 westwall  
**Description:** Demo Jack board and mesh tape westwall

**Date:** 1-13-20  
**Project No:** 19-167  
**Report By:** Tim Dickson  
**Sheet No:** 12

### LABOR

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**Signature:**  
**Date:** 1/11/20  
**Total Date:** 1-11-20
## GALLO CONSTRUCTION CORP
### DAILY WORK ORDER

**Project:** 19-167  
**Location:** 1st Floor Hallway 122  
**Description:** Sheetrock ceiling and one coat of tar

**Date:** 1-13-20  
**Project No.:** 19-167  
**Report By:** Tim Dickson  
**Sheet No.:** 11 - 8

### LABOR

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<tr>
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**Total Labor:** $392.20

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**Material Total:** $92.90

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**Equipment Total:** $ -

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### MISCELLANEOUS

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**Signed:**

Cheryl H. [Signature]

1-17-20

[Signature]

1-17-20
**GALLO CONSTRUCTION CORP**  
**DAILY WORK ORDER**

**Project:** RSC  
**Location:** 1st Flr Hallway  
**Description:** Remove Ceiling and reframe ceiling 122

**Date:** 1-6-20  
**Project No.:** 19-167  
**Report By:** Tim Dickson  
**Sheet No.:** 5

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**Material Total**

**Equipment**

**Total Labor**

**Summary**

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**Total Labor**

**Total Material**

**Total Equipment**

**Total Miscellaneous**

**Miscellaneous**

**Authorized Signature:** Gallo Rep Signature / Date

**Note:** This Authorized Signature is a Verification of Quantities and Time Only
# GALLO CONSTRUCTION CORP
## DAILY WORK ORDER

**Project:** 19-167  
**Location:** Lounge + Hallway 122  
**Description:** Sand out Lounge and Coat Hallway 122  
**Date:** 1-22-26  
**Report By:** Tim Dicksen  
**Project No.:** 19-167  
**Sheet No.:** 15

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**Total Labor:** $379.28

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**Total Material** $8.30

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**Total Miscellaneous** $8.30

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**Total Labor** $379.28

**Total Material** $8.30

**Total Equipment** $8.30

**Total Miscellaneous** $8.30

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**Authorized Signature:** 02/04/20  
**Gallo Rep Signature:** 2-4-20
# GALLO CONSTRUCTION CORP
## DAILY WORK ORDER

**Project:** 19-167  
**Location:** Hallway 122  
**Description:** Coat Walls and Sandout

**Date:** 1-23-20  
**Project No:** 19-167  
**Report By:** Tim Dickson  
**Sheet No:** 16

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From: James VanVorst <jvanvorst@gallogc.com>
Sent: Monday, January 20, 2020 9:40 AM
To: Michael Towers <Michael.Towers@lwsupply.com>
Subject: [EXTERNAL] 19167 - R.S.C. - Pricing

Mike,

You already sent the materials for above mentioned project but I need pricing for these materials so I can put in a change order.

4x12x5/8 gypsum - .33 sqft
Screws for metal stud 23.95 7/16 pkg / 71.00 DW bulk
Compound/mud 16.50
Mesh tape 6.00
Plaster repair mix 19.95 bag 40lb
Paper tape 2.50
3 5/8 track .35
3 5/8 studs .355
Mains .54
1 5/8 track .26
4" tee .54

Michael Towers
Outside Sales / New York – New England
MTowers@LWsupply.com
518-783-6121 Office
518-892-9756 Mobile
NEW USG CEILING CATALOG HERE
# LABOR RATE WORKSHEET

**GALLO CONSTRUCTION CORP**  
**BURDENED PAYROLL RATES**  
*For the Yr Thru 07/2020*

<table>
<thead>
<tr>
<th>Contractor Name: Gallo Construction Corp</th>
<th>County: Schenectady</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 50 Lincoln Ave</td>
<td>Work Order Modification No.:</td>
</tr>
<tr>
<td>Warewoth, NY 12189</td>
<td>Field Order No.:</td>
</tr>
<tr>
<td>Telephone Number: 518-273-0234</td>
<td>Change Order Control No.:</td>
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**Date:** 07/01/19  
**Project No.:** 19167

## LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

<table>
<thead>
<tr>
<th>Item No.:</th>
<th>Employee Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(T&amp;M Only) Item No.:</td>
<td>(T&amp;M Only) Social Security No.:</td>
</tr>
</tbody>
</table>

### A. WAGE RATE PER HOUR

<table>
<thead>
<tr>
<th>Benefits (* Identifies benefits paid directly to the Employee.)</th>
<th>% per hour</th>
<th>$ per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacation and Holiday</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Health and Welfare</td>
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<td>$0.00</td>
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<tr>
<td>Pension</td>
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<td>$0.00</td>
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<td>Annuity</td>
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<td>$0.00</td>
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<tr>
<td>Education / Apprentice Training</td>
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<td>$0.00</td>
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<td>Supplemental Unemployment</td>
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<td>$0.00</td>
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<tr>
<td>Security Fund</td>
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<td>$0.00</td>
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<tr>
<td>Supplemental Benefit Package</td>
<td>*</td>
<td>$22.04</td>
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**Total Benefits:** $22.04

### B. TOTAL BENEFITS PER HOUR

**Total Benefits:** $22.04

### PAYROLL TAXES AND INSURANCE

<table>
<thead>
<tr>
<th>Tax</th>
<th>%</th>
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<tr>
<td>F.I.C.A. / Social Security (up to the maximum required by law)</td>
<td>6.20%</td>
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<tr>
<td>Medicare</td>
<td>1.45%</td>
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<tr>
<td>Federal Unemployment (up to $7,000 per employee per year)</td>
<td>0.80%</td>
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<tr>
<td>State Unemployment (up to $8,500 per employee per year)</td>
<td>7.00%</td>
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<tr>
<td>Workers’ Compensation</td>
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<td>Code: 5403</td>
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<td>Disability</td>
<td>0.26%</td>
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### C. TOTAL TAXES AND INSURANCE PER HOUR

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<th>Wage Rate</th>
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<tr>
<td>$31.68</td>
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<td>$47.52</td>
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**Total Taxes and Insurance:** $18.38

### D. TOTAL LABOR RATE

$72.10

### E. CONTRACTOR’S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true

<table>
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<th>Signature</th>
<th>Sworn before me this day of , 20</th>
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<tbody>
<tr>
<td>Michael Gallo</td>
<td>Notary Public</td>
</tr>
</tbody>
</table>

Print Name of Authorized Representative  
Vice President  
Print Title
GALLO CONSTRUCTION CORP
BURDENED PAYROLL RATES
For the Yr Thru 07/2020

LABOR RATE WORKSHEET

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Gallo Construction Corp</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
<td>Schenectady</td>
</tr>
<tr>
<td>Address</td>
<td>50 Lincoln Ave</td>
</tr>
<tr>
<td>Telephone</td>
<td>518-273-0234</td>
</tr>
</tbody>
</table>

Date: 07/01/19

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

<table>
<thead>
<tr>
<th>Trade</th>
<th>Superintendent - Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>(T&amp;M Only) Employee Name:</td>
<td></td>
</tr>
<tr>
<td>(T&amp;M Only) Social Security No.:</td>
<td></td>
</tr>
</tbody>
</table>

A. WAGE RATE PER HOUR

<table>
<thead>
<tr>
<th>BENEFITS</th>
<th>% per hour</th>
<th>$ per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacation and Holiday *</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Health and Welfare</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Pension</td>
<td>0.00</td>
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<tr>
<td>Annuity</td>
<td>0.00</td>
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</tr>
<tr>
<td>Education / Apprentice Training</td>
<td>0.00</td>
<td></td>
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<tr>
<td>Supplemental Unemployment</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Security Fund</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Supplemental Benefit Package *</td>
<td>27.10</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>BASE RATE</th>
<th>BASE RATE</th>
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<tbody>
<tr>
<td>$46.19</td>
<td>$69.29</td>
</tr>
</tbody>
</table>

B. TOTAL BENEFITS PER HOUR

$27.10

PAYROLL TAXES AND INSURANCE

<table>
<thead>
<tr>
<th>Code</th>
<th>Base</th>
<th>6217</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.I.C.A. / Social Security (up to the maximum required by law)</td>
<td>6.20 %</td>
<td></td>
</tr>
<tr>
<td>Medicare</td>
<td>1.45 %</td>
<td></td>
</tr>
<tr>
<td>Federal Unemployment (up to $7,000 per employee per year)</td>
<td>0.80 %</td>
<td></td>
</tr>
<tr>
<td>State Unemployment (up to $8,500 per employee per year)</td>
<td>7.00 %</td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>22.59 %</td>
<td></td>
</tr>
<tr>
<td>Disability</td>
<td>0.25 %</td>
<td></td>
</tr>
</tbody>
</table>

C. TOTAL TAXES AND INSURANCE PER HOUR

2 All benefits are paid to Employee or Third Party Benefit Plan.

<table>
<thead>
<tr>
<th>Code</th>
<th>Base</th>
<th>6217</th>
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<tbody>
<tr>
<td>$46.19 $69.29 x 38.29 %</td>
<td>$17.69 $26.93</td>
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D. TOTAL LABOR RATE

2 All benefits are paid to Employee or Third Party Benefit Plan.

<table>
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<tr>
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<tr>
<td>$46.19 $69.29 x 38.29 %</td>
<td>$17.69 $26.93</td>
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</table>

E. CONTRACTOR’S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

Signature: Michael Gallo
Print Name of Authorized Representative: Michael Gallo
Print Title: Vice President

Sworn before me this __________ day of __________, 20 ___.

Notary Public
RESOLUTION NO. 76.20

WHEREAS, the conditions required the contractor to make field changes which increased the capacity of the two transformers feeding the existing leachate collection system and to change circuit breakers to protect the electrical systems from the harmful effects of moisture intrusion; NOW

THEREFORE, UPON MOTION OF Councilmember ______________________________,
seconded by Councilmember ______________________________,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam is hereby authorized to execute a change order with KH Maloy, Inc., PO Box 11016, Loudonville, New York 12211-0016, in an amount not to exceed six thousand six and 10/100 dollars ($6,006.10).

SECTION 2. This resolution shall become effective February 26, 2020.

DATED: February 26, 2020

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<tr>
<th>NAME</th>
<th>AYES</th>
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<tr>
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<td>Tommasone</td>
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LEGISLATIVE REQUEST FORM

DATE: February 19, 2020

TO: Steven Tommasone – Town Supervisor

FROM: Michael T. Maher – Assistant Project Manager

TITLE OF REQUEST: Authorize the Supervisor to sign Contract Amendment One (1) for Landfill Leachate System Improvements.

TOWN BOARD MEETING: February 26, 2020

Background Information: The Town is doing Landfill Leachate System Improvements.

Evaluation/Analysis: Unforeseen conditions were encountered during the construction phase of the Landfill Leachate System Improvements project. The conditions required the contractor to make field changes. The changes increased the capacity of the two transformers feeding the existing leachate collection system and changing circuit breakers. The breakers protect electrical systems from the harmful effects of moisture intrusion.

Recommendation(s): Authorize the Supervisor to sign a Contract Amendment for an additional $6,006.10 for JH Maloy, Inc., PO Box 11016, Loudonville, NY 12211-0016.

Attachment/Document(s): Contract Change Orders

Compliance with Purchasing Policy:

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office
February 19, 2020

Mr. Steven Tommasone
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: Town of Rotterdam
Landfill Leachate System Improvements
Contract No. 1 – General Construction
Change Order No. 1
Our Project No. 01-1802

Dear Mr. Tommasone:

Some unforeseen conditions were encountered during the construction phase of the Landfill Leachate System Improvements project that required the contractor to make field changes to the system shown on the contract drawings. The changes that needed to be made as a result of these conditions were increasing the capacity of the two transformers feeding the existing leachate collection system and changing two circuit breakers from non-GFCI to GFCI-type. GFCI breakers protect electrical systems from the harmful effects of moisture intrusion.

These changes resulted in three submitted invoices from the contractor: 1) $10,363.50 for increasing the size of the transformers, 2) a $233.10 credit for removing the two circuit breakers initially called for in the contract drawings and specifications, and 3) $875.70 for the two replacement GFCI circuit breakers. Adding these three invoices gives a sum for the extra construction work for this project of $11,006.10. The $5,000 allowance included in the original bid was paid to the contractor as a part of the Town’s second payment for the construction work of this project. This deduction leaves a remaining balance for the extra work of $6,006.10, which will be the amount of Change Order No. 1. The change order form showing the details of this change order is attached for your review and approval.

If you have any questions, please feel free to contact me at your convenience.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

Joseph Saulsbury
Design Engineer

cc: Mickey Maher, Assistant Project Manager
    Diane M. Marco, Town Clerk
    Kate McGuirl, Town Attorney

www.primeeng.com
ORDER 1

PROJECT: Town of Rotterdam
Landfill Leachate System Improvements
Contract No. 1 - General Construction
TO CONTRACTOR: JH Maloy, Inc.
PO Box 11016
Loudonville, NY 12211-0016

CHANGE ORDER NUMBER: 1
DATE: 2/17/20
ARCHITECT'S PROJECT NO.: 01-1802
CONTRACT DATE: August 9, 2019
CONTRACT FOR: Contract No. 1 - General Construction

The contract is changed as follows:
Change order for approved additional work as per the attached summary.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was $184,000.00
Let change by previously authorized Change orders $0.00
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was $184,000.00
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) unchanged) by this Change Order in the amount of $6,006.10
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be $190,006.10
The Contract Time will be (increased) (decreased) (unchanged) by 70 days
The date of Substantial Completion as of the date of this Change Order therefore is February 21, 2020

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

RIME AE Group of NY
ARCHITECT
00 Great Oaks Blvd Suite 114
Albany, NY 12203

JY (Signature)
Typed Name
DATE 2/17/2020

JH Maloy, Inc.
CONTRACTOR
PO Box 11016
Address
Loudonville, NY 12211-0016

BY (Signature)
Typed Name
DATE 02/18/2020

Town of Rotterdam
OWNER
1100 Sunrise Blvd.
Address
Rotterdam, NY 12306

BY (Signature)
Typed Name
DATE

RE FORM 203T (2008)
RESOLUTION NO. 77.20

WHEREAS, a tree field survey must be conducted to delineate the clearing limits for the Sartoli Avenue and Kings Road Drainage Improvements, Roadway Reconstruction and New Water System on Sartoli Avenue project; NOW

THEREFORE, UPON MOTION OF Councilmember ________________________________, seconded by Councilmember ________________________________,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam is hereby authorized to execute a change order with Greenman Pedersen, Inc. (GPI), located at 80 Wolf Road, Suite 300, Albany, New York 12205, in an amount not to exceed one thousand two hundred and 00/100 dollars ($1,200.00), for a tree survey for the Sartoli Avenue and Kings Road Drainage Improvements, Roadway Reconstruction and New Water System on Sartoli Avenue project.

SECTION 2. This resolution shall become effective February 26, 2020.

DATED: February 26, 2020

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LEGISLATIVE REQUEST FORM

DATE: February 18, 2020

TO: Steve Tommasone, Supervisor

FROM: Larry LaMora, Highway Superintendent

TITLE OF REQUEST: Change Order Request for GPI Engineering to add $1200.00 for the Sartoli Ave. and Kings Rd. Drainage Project for surveying to clear trees

TOWN BOARD MEETING: February 26, 2020

Background Information: See attached letter from GPI Engineering

Evaluation/Analysis: To find the property line for tree clearing

Recommendation(s): To enter into an agreement with GPI Engineering for additional services for surveying to clear trees regarding the Sartoli Ave. and Kings Rd. Drainage Project

Attachment/Document(s): Yes

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Kate McGuirl, Town Attorney
January 17, 2020

Steven Tommasone, Supervisor  
Town of Rotterdam  
1100 Sunrise Boulevard  
Rotterdam, New York 12306

RE: Sartoli Avenue and Kings Road Drainage Improvements, Roadway Reconstruction and New Water System on Sartoli Avenue, Town of Rotterdam, NY

Dear Mr. Tommasone:

As per the e-mail I sent to you, Mickey Mahar, Kate McGuirl and Larry Lamora on January 15, 2020, the Sartoli Avenue and Kings Road Drainage Improvements will require permits from the Army Corps of Engineers (ACOE) and NYSDEC. We ran an official United States Fish and Wildlife Service (USFWS) Information for Planning, and Consolation (IPAC) report for potential federal endangered species and habitats on the project. The report indicated the potential presence of Northern Long-eared Bat (threatened species) and Karner Blue Butterfly (Endangered species). Further investigation of the Determination Key with the IPAC website determined the tree clearing for the project will not result in any bat impact if the trees are cut in the winter months. The Town of Rotterdam will need to cut the trees on or before March 31st to avoid any potential impacts. Since the permitting is not in place for wetland impacts at this time, the trees in that area will need to be cut but not grubbed to avoid ground disturbance.

A meeting was held with the Town’s Highway Superintendent and potential tree clearing contractor to discuss the extent of the tree clearing. Typically, when tree clearing is done by a general contractor, they provide a field survey to their subcontractor to delineate the clearing limits. In speaking with the tree clearing contractor, he does not have the capabilities to perform the survey. As a result, GPI will be providing this service. In our contract with the Town, we did not budget this work. We are proposing to have our staff provide the survey and mark the clearing limits. We anticipate a total of 10 hours of field work and the total cost is $1,200.00. We also need to coordinate the tree clearing on lands owned by the City of Schenectady and get their permission/approval. This coordination effort will be performed under our current contract. Before the work is done, the Town may want to send a notice to the adjacent property owners indicating that this work will be forthcoming shortly. If the above proposal is acceptable, please sign and date below.

Authorization:

________________________________________________________________________  
Steven Tommasone, Supervisor  
Date

Sincerely,

GPI/GREENMAN-PEDERSEN, INC.

Fred C. Mastroianni, PE  
Vice President | Project Director
RESOLUTION NO. 78.20

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, on behalf of Water District No. 5 of the Town of Rotterdam, does hereby approve of a contract between Water District No. 5 and Schalmont Central School, 4 Sabre Drive, Schenectady, NY 12306, to provide water service to real property known as Tax Map No. 57.12-1-50 located at 915 Duff Bambury Court, for supplying of water to said consumers who are outside the district and said water shall be supplied through a meter and the services shall be in conformance with a written agreement between the parties incorporating the terms and conditions.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with Schalmont Central School on behalf of Water District No. 5 of the Town of Rotterdam.

SECTION 3. This resolution shall become effective February 26, 2020.

DATED: February 26, 2020

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</tbody>
</table>
LEGISLATIVE REQUEST FORM

DATE: February 18, 2020

TO: Steven Tommasone – Town Supervisor

FROM: Michael T. Maher, Assistant Project Manager

TITLE OF REQUEST: Execute Out of District Water 5 agreement with Schalmont Central School District, Attn: Carol Pallas, 4 Sabre Drive, Schenectady, NY 12306.

TOWN BOARD MEETING: February 26, 2020

Background Information: Schalmont Central School District (SCSD) is requesting access to water. SCSD is building a bus garage on property not located in water district five (5). Potable water is only accessible to the project from Duff Bambury Court.

Evaluation/Analysis: The Town Board on behalf of Water District 5 needs to execute an Out of District agreement with Schalmont Central School District.

Recommendation(s): Execute agreement with Schalmont Central School District.

Attachment/Document(s): Out of District Water 5 Agreement and Water Connection Application Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor’s Office
TOWN OF ROTTERDAM
WATER DISTRICT NO. 5
WATER RENTAL AGREEMENT

THIS AGREEMENT, made on the _____ day of __________________, 2020 by and
between Water District No. 5, acting through the Town Board of the Town of Rotterdam,
hereinafter referred to as “DISTRICT”, and Schalmont Central School, Attn: Joseph Karas, 4
Sabre Drive, Schenectady, NY 12306 owner(s) of property located at 915 Duff Bambury Court,
Schenectady, NY 12306. SBL: 57.12-1-50 (hereinafter referred to as “CONSUMER”).

WITNESSETH:

1. The District hereby agrees to furnish and supply water to consumer and consumer
hereby agrees to purchase water from District upon the terms and conditions
hereinafter set forth:
   (a) This agreement is revocable at the election of the District and is contingent
upon existence of surplus water sanctioned for resale to outside users as
provided by law without recourse by Consumer for any loss or damages
for diminution of water supply or by reason of complete curtailment
thereof.

2. Consumer hereby expressly agrees to pay in advance water rents and water
charges which on non-payment shall become and are hereby declared to be a
continuing lien against premises furnished with water as provided herein to be
enforced in the same manner as an artisan’s or mechanic’s lien under the
provisions of Lien Law. Said water rents and water charges are hereinafter set
forth.

3. All provisions contained herein notwithstanding the Town Engineer of Water
District No. 5, upon order of the District may, without notice to Consumer and at
any time following thirty (30) days after due date of payment of water rents
and/or water charges, enter upon the premises of Consumer without liability of
any kind whatsoever and shut off or cause to be shut off the water supply for non-
payment of said water rents and water charges hereinafter set forth.

4. When water is so shut off and discontinued, the contracting Consumer and/or
their assigns shall not be entitled to take or purchase water from District unless
and until all charges, water rents and expenses incurred for shutting off water and
re-establishing water service are paid in full and at the election of the Town Board, furnish and file a corporate surety bond in the sum of one-thousand and 00/100 dollars ($1,000.00) to ensure payment of charges and expenses for water services furnished said Consumer or supplies to said premises.

5. For water furnished Consumer and/or supplied through a water meter to the premises described herein, the Consumer, their successors and assigns, hereby agree to pay the District the following charges:

(a) Water rents and charges as specified in this agreement and any other charges which may be fixed or made effective by the Town Board during the life of this agreement.

(b) Immediately upon execution of this agreement and by January 31 of each year thereafter, the Consumer and/or their successors shall pay to the Receive of Taxes and Assessments the following sum for water rents and charges:

(1) The Consumer will be charged on the basis of the number of Consumer Units times one and one half (1 ½) times the Capital Improvements Unit Rate charge, plus the number of Consumer Units times one and one half (1 ½) the Water Use Unit Rate charge.

(2) The number of Consumer Units is determined by dividing the water meter reading in gallons by 75,000 gallons per one (1) Consumer Unit, or is determined as one (1) Consumer Unit if no water meter is installed.

(3) The Capital Improvements Unit Rate charge is determined by dividing the total amount of principle plus interest to be paid each year by the district by the total number of district units, all as determined by the Department of Public Works.

(4) The Water Use Unit Rate shall be determined by subtracting from the Operation and Maintenance (O&M) Budget for the successive year the amount of the unexpended balance from the current year and dividing the resultant by the number of consumer water services, all as determined by the Department of Public Works.
(5) A late-payment charge will be made at the rate of 1% per month for all unpaid charges not made within thirty (30) days of billing.

(6) Consumer shall furnish and install a water meter approved by the Water District if required.

6. In the event the territory in which Consumer resides or in which the premises is found is incorporated into any Water District or any extension of Water District No. 5, then and in that event water supplied to said premises will be shut off and the consumer and his successors hereby agree to take water and pay all water rents and charges as may be fixed and determined in the new District or in the extension of Water District No. 5 so created, regardless of the fact that such water rents and/or charges may exceed the charges and water rents fixed under this agreement.

7. To implement the provisions of this agreement and to obtain adherence thereto by the Consumer and his successors, it is hereby agreed and stipulated that this agreement shall be recorded in the Office of the County Clerk of Schenectady County and that the provisions contained herein shall constitute a binding obligation in this nature of a covenant of the Consumer to attach to and run with the land and to bind said Consumer and his successors in interest for and the duration of this agreement to be ended only on District’s final and complete severance of water supply and/or incorporation of said premises in a new Water District or any extension of Water District No. 5.

8. Consumer agrees to abide by the Rules and Regulations of Water District No. 5 in effect at the execution of this agreement or as may be placed in effect by the Town Board at any time during the life of this agreement.

9. All expenses for installation of the water service from the water main to the Consumer’s building shall be the responsibility of the Consumer including the expenses for equipment, material, pipe, valves, permits, inspections, labor and supervision.

10. All expenses for maintenance repair of the water service from the curb water shut-off to the Consumer’s building shall be the responsibility of the Consumer including the expenses for equipment, material, pipe, valves, permits, inspections, labor and supervision.
11. The description of the property that shall be furnished with water pursuant to this agreement is described as follows: (See attached Deed Description).

12. This agreement shall bind the Consumer, his heirs and assigns including all persons claiming said premises as successors in interest or title derived through the subscribing Consumer.

IN WITNESS WHEREOF, the District has caused this agreement to be executed by the Supervisor of the Town of Rotterdam as required by law, acting for and on behalf of Water District No. 5 and the Consumer has hereunto affixed his hand and seal as of this day and year first above written.

Dr. Carol Pallas, Superintendent,
Schalmont Central School District

By: __________________________
   Steven Tommasone, Supervisor

I hereby certify that the person who executed the above agreement on the part of the Town of Rotterdam, has power and authority to make such contract and that the contract is in proper form and properly executed.

Katherine McGuirl, Town Attorney

STATE OF NEW YORK       )
COUNTY OF SCHENECTADY    )

On this ________ day of ______________________ 2020, before me personally came __________________________, to me personally known who, being duly sworn by me, did depose and say that they reside at ____________________________ Rotterdam, New York, and executed the within instrument; and that they signed their names thereto by like order.

______________________________
Notary Public - Qualified in
     Schenectady County
     My Commission Expires ________
Instrument Number - 201631571
Recorded On 7/19/2016 At 11:25:53 AM
* Instrument Type - DEED
* Book/Page - DEED/1941/824
* Total Pages - 3
  Invoice Number - 873841 User ID: GMS
* Document Number - 2016-2887
* Grantor - BTL PROPERTIES INC

* Grantee - SCHALMONT CENTRAL SCHOOL DISTRICT

* FEES
  NY REALTY TRANSFER TAX $360.00
  NY LAND SUR $4.75
  NY E & A FEES $241.00
  NY LAND COMP SUR $14.25
  CO GENERAL REVENUE $40.00
  CO LAND SUR $0.25
  CO E & A FEES $9.00
  CO LAND COMP SUR $0.75
  TOTAL PAID $670.00

TRANSFER TAX
Real Estate Transfer Tax Num - 4260
Transfer Tax Amount - $ 360.00

I hereby CONFIRM that this document is
Recorded in the Schenectady County Clerk's Office
in Schenectady, New York

John J. Woodward
Schenectady County Clerk

THIS IS AN ENDORSEMENT PAGE
Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT
* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.
WARRANTY DEED

THIS INDENTURE, Made this 15th day of July, Two Thousand Sixteen.

BETWEEN BTL PROPERTIES, INC., a New York corporation, with its principal place of business at 90 Campbell Road, Schenectady, New York 12306, party of the first part, and

SCHALMONT CENTRAL SCHOOL DISTRICT, with an address of 4 Sabre Drive, Schalmont, New York 12306, party of the second part,

WITNESSETH that the party of the first part, in consideration of ----ONE AND 00/100---- DOLLAR ($1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and/or assigns forever,

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Rotterdam, County of Schenectady, State of New York, and being known and described as Lot Number 35 as shown and distinguished on a map entitled “BECKERS CROSSING SUBDIVISION PHASE IV ROTTERDAM NEW YORK”, made by ABD Engineers Surveyors, dated March, 2003, last revised September 19, 2005, and filed in the Schenectady County Clerk’s Office on February 16, 2006 in Cabinet L as Map Numbers 66 and 67, (a/k/a street address 915 Duff Bambury Court).

BEING a portion of the premises conveyed to the party of the first part by Charlew Construction Co., Inc., Robert Iovinella and Timothy Larned, by deed dated July 28, 2000 and recorded in the Schenectady County Clerk’s Office on July 31, 2000 in Book 1582 of Deeds at Page 950.

TOGETHER with an easement in common with others over the streets as shown on the above mentioned map for ingress and egress until such time as the streets are dedicated to and accepted by the Town of Rotterdam as public streets.

Pursuant to a general plan for the protection and benefit of all the property in the Beckers Crossing Subdivision and of all persons who may now or hereafter become owner of any part of the subdivision, and as part of the consideration for this conveyance, this lot is subject to the following conditions and restrictions:

State and/or Federally regulated wetlands exist with the bounds of the deeded lot. Any disturbance, filling, excavating, grading or re-grading of the wetlands will require authorization from State and/or Federal regulatory authorities. No construction or building activities whatsoever is permitted in these areas.

This restrictive covenant shall run with the land, and shall be lawful for the grantor, its transferees and assigns.
This conveyance is made subject to all enforceable easements, covenants and restrictions of record and any state of facts which an inspection and/or accurate survey may show.

This sale is made with unanimous consent of the Grantor’s Board of Directors, in its regular course of business and does not constitute all or substantially all of the assets of the corporation.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and/or assigns forever.

And the party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;

Second, That the party of the first part will forever Warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN PRESENCE OF

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its duly authorized officer this 15th day of July, Two Thousand Sixteen.

BTL PROPERTIES, INC.

BY:

ROBERT IOVINELLA, PRESIDENT

STATE OF NEW YORK }
COUNTY OF ALBANY }ss.:  

On the 15th day of July, in the year 2016, before me, the undersigned, personally appeared Robert Iovinella, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

CHERI ANN MCGEARY
Notary Public, State of New York
No. 91MC6038407
Qualified in Albany County
Commission Expires March 13, 2025
TOWN OF ROTTERDAM  
518-355-7575 EXT 395

PERMIT APPLICATION FOR WATER CONNECTION

TO BE COMPLETED BY APPLICANT  
DATE: 1/28/2020

<table>
<thead>
<tr>
<th>OWNER INFORMATION</th>
<th>CONTRACTOR INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Names: Schalmont Central School District</td>
<td>Names: Murnane Building Contractors</td>
</tr>
<tr>
<td>Address: 915 Duff Barbour Court Schenectady, NY 12306</td>
<td>Address: 15 W 125th Rd, Whitesboro, NY 13492</td>
</tr>
<tr>
<td>Phone: 518-708-5199</td>
<td>Phone: 315-786-0878</td>
</tr>
<tr>
<td>Cell: 518-708-5199</td>
<td></td>
</tr>
</tbody>
</table>

Contractor Insurance Certificates:
Liability  
Workers Compensation  
(must accompany application)

Property Location: Schenectady / Rotterdam

Property Address: 915 Duff Barbour Court Schenectady, NY 12306

Proposed Lateral Size & Pipe Type:

Residential ___  
Commercial ___  
Multiple Dwelling ___

Applicant (Sign) [Signature]  
Date: 1/28/2020

TO BE COMPLETED BY TOWN OF ROTTERDAM

<table>
<thead>
<tr>
<th>Water Rent:</th>
<th>Permit Fee:</th>
<th>Parcel Identification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Same Side Tap:</td>
<td></td>
<td>Road Cut Permit:</td>
</tr>
<tr>
<td>Opposite Side Tap:</td>
<td></td>
<td>District No:</td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td>Approved:</td>
</tr>
</tbody>
</table>

ALL WATER CONNECTIONS NEED TO BE INSPECTED / APPROVED BY THE TOWN PRIOR TO BACKFILLING. YOUR COOPERATION IS GREATLY APPRECIATED.

Revised 2/09, Revised 08/10/12, Revised 03/2014
<table>
<thead>
<tr>
<th>Property Owner:</th>
<th>Schoolmont Central School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Address:</td>
<td>915 Duff Bambury Court, Schuylerville, NY 12306</td>
</tr>
<tr>
<td>Plot:</td>
<td></td>
</tr>
<tr>
<td>Lot #:</td>
<td></td>
</tr>
<tr>
<td>Lot Size:</td>
<td></td>
</tr>
<tr>
<td>Property Owner Phone Number:</td>
<td>518-768-5149</td>
</tr>
<tr>
<td>Contractor:</td>
<td>Murnane Building Contractors</td>
</tr>
<tr>
<td>Contractor Address:</td>
<td>15 Wood Road, Whitehall, NY 12888</td>
</tr>
<tr>
<td>Contractor Phone Number:</td>
<td>518-736-0879</td>
</tr>
<tr>
<td>Liability and Workers Compensation Certificates must be included with application.</td>
<td></td>
</tr>
<tr>
<td>New Construction or Renovation:</td>
<td>New Construction</td>
</tr>
<tr>
<td>If new construction, has built lot been approved?</td>
<td>Yes</td>
</tr>
<tr>
<td>If existing structure, what is current water service? (Well)</td>
<td></td>
</tr>
<tr>
<td>Is this a replacement of an existing water service? If so, what is the reason or problem with existing service?</td>
<td></td>
</tr>
<tr>
<td>Water Service Size:</td>
<td>6&quot;</td>
</tr>
<tr>
<td>Copper or Iron Piping:</td>
<td>D. Iron</td>
</tr>
<tr>
<td>Water Meter Needed:</td>
<td>No</td>
</tr>
<tr>
<td>Water Tap: (Same Side, Opposite Side Tap or Existing)</td>
<td>Center Cul De Sac</td>
</tr>
<tr>
<td>Connect to Public Sewer?</td>
<td>No</td>
</tr>
<tr>
<td>If Yes, Size:</td>
<td></td>
</tr>
<tr>
<td>Cast Iron Pipe or Plastic:</td>
<td></td>
</tr>
</tbody>
</table>
LETTER OF AUTHORIZATION FOR PERMIT AND ZONING APPLICATION

To Whom It May Concern:

I, Joseph A. Kavas, as owner of the property located at 915 Duff Bombay Ct, Town of Rotterdam, in the State of New York, hereby designate CAF, INC as my contractor and registered agent for the purposes of the applying for Permits and Zoning representation regarding my building project.

Signature: 

Date: 1/28/2020
## OVERAGES

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>COVERAGE / FORMS</th>
<th>DEDUCTIBLE</th>
<th>COINS %</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td>Causes of Loss</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Broad</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>OCP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claim Made</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X Occur</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retro Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For Claims Made</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### General Liability

- **Commercial General Liability**
  - Claim Made: X Occur

### Personal Liability

- Any Auto
- All Owned Autos
- Scheduled Autos
- Hired Autos
- Non-Owned Autos

### Medical Payments

- Personal Injury Protection
- Uninsured Motorist

### Medical Payments

- Personal Injury Protection
- Uninsured Motorist

### Additional Insureds

- **Mortgagee**
- **Additional Insured**

### Estimated Total Premium

- Fees
- Taxes

---

**Me & Address**

- Mortgagee
- Additional Insured
- Loan 
- Authorized Representative: Kyle Samuel

---

**ENDS 3-26-74**
CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars ($1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than $1,000,000.00 when proof is required: (A) Shall be fined not more than $500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
M&T Insurance Agency, Inc.
101 South Salina Street
4th Floor
Syracuse NY 13202

CONTACT NAME: Cathy Biviano
PHONE: (315) 424-5100
EMAIL: cservice@mfb.com

INSURED
Murnane Building Contractors, Inc.
15 Wood Rd
PO Box 452
Whitesboro NY 13492

INSURERS AFFORDING COVERAGE
INSCR. | NAIC 
--- | ---
A1 | 19445
B1 | 23841
C1 | 25615
D1 | 20247

COVERAGES

<table>
<thead>
<tr>
<th>INSURER</th>
<th>CERTIFICATE NUMBER: 1227102827</th>
</tr>
</thead>
</table>

NOTE: 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 remain, 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.

<table>
<thead>
<tr>
<th>INSR. LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED SUB. (INSR. WLD)</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE X OCCUR</td>
<td>GL3262179</td>
<td>9/1/2019</td>
<td>9/1/2020</td>
<td>EACH OCCURRENCE $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (PER OCCURRENCE) $300,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NED EXP (Any one person) $10,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $4,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMP &amp; AVG $4,000,000</td>
</tr>
<tr>
<td>B</td>
<td>UMBRELLA LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>SX3 5670795-01</td>
<td>9/1/2019</td>
<td>9/1/2020</td>
<td>EACH OCCURRENCE $10,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $10,000,000</td>
</tr>
<tr>
<td>C</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>N/A</td>
<td>WC0258938535</td>
<td>9/1/2019</td>
<td>9/1/2020</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Blanket Additional Insured Primary Non-Contributory forms CG2001(0413); CG2010(0413); CG2030(0413); CG2037(0413); CG2032(0413)

General Liability Blanket Waiver of Subrogation form CG2404 (0506)

Workers Compensation and Employers' Liability Waiver of Subrogation form WC000331(04/84)

Inland Marine Blanket Loss Payee form CMT5600110

See Attached...

CERTIFICATE HOLDER

Schaumont Central School District
4 Sabre Drive
Schenectady NY 12306

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
Agency Customer ID: MURNA-1
Loc #: ___________________

ACORD®

Additional Remarks Schedule

Page 1 of 1

Agency
M&T Insurance Agency, Inc.

Policy Number

Carrier

Named Insured
Murnane Building Contractors, Inc.
15 Wood Rd
PO Box 462
Whitesboro NY 13492

Naic Code

Effective Date:

Additional Remarks

This additional remarks form is a schedule to ACORD form,

Form Number: 25  Form Title: Certificate of Liability Insurance

Re: Project: Schalmont CSD New Transportation Facility and Access Road, General Construction work, BCA 2019-500. Schalmont Central School District and BCA Architects & Engineers are listed as additional insured per forms listed to the extent provided therein.

ACORD 101 (2008/01)  © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
<table>
<thead>
<tr>
<th><strong>CERTIFICATE OF</strong> NYS WORKERS' COMPENSATION INSURANCE COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1a. Legal Name &amp; Address of Insured (use street address only)</strong></td>
</tr>
<tr>
<td>Munroe Building Contractors, Inc.</td>
</tr>
<tr>
<td>15 Wood Rd</td>
</tr>
<tr>
<td>Whitesboro, NY 13492</td>
</tr>
<tr>
<td>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</td>
</tr>
</tbody>
</table>

| **1b. Business Telephone Number of Insured** |
| 518-561-4010 |

| **1c. NYS Unemployment Insurance Employer Registration Number of Insured** |
| |

| **1d. Federal Employer Identification Number of Insured or Social Security Number** |
| 141684256 |

| **2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)** |
| Schalmont Central School District |
| 4 Sabre Drive |
| Schenectady, NY 12306 |

| **3a. Name of Insurance Carrier** |
| New Hampshire Ins Co |

| **3b. Policy Number of Entity Listed in Box “1a”** |
| WC025893635 |

| **3c. Policy effective period** |
| 09/01/2019 to 09/01/2020 |

| **3d. The Proprietor, Partners or Executive Officers are** |
| Included. (Only check box if all partners/officers included) |
| ✗ all excluded or certain partners/officers excluded |

This certificate is returned to the business referenced above in box “1a” for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy.) The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in Box “2”.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days if a policy is canceled due to nonpayment of premiums or within 30 days if there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices might be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box “3c”, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

**Approved by:** Kyle Samuel

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Kyle Samuel

(Signature)

(Date) 12/17/2019

Title:

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-424-5100

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov
Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.
**CERTIFICATE OF INSURANCE COVERAGE**

**DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

<table>
<thead>
<tr>
<th>1a. Legal Name &amp; Address of Insured (use street address only)</th>
<th>1b. Business Telephone Number of Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>HURNAME BUILDING CONTRACTORS, INC. 104 SHARON AVE P.O. BOX 3049 PLATTSBURGH, NY 12901</td>
<td>518 561 4010</td>
</tr>
</tbody>
</table>

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

<table>
<thead>
<tr>
<th>1c. Federal Employer Identification Number of Insured or Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>141684256</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schalmont Central School District 4 Sabre Drive Schenectady NY 12306</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3a. Name of Insurance Carrier</th>
<th>3b. Policy Number of Entity Listed in Box &quot;1a&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Unum Life Insurance Company</td>
<td>909960</td>
</tr>
</tbody>
</table>

| 3c. Policy effective period | 12/17/2019 to 12/17/2020 |

**4. Policy provides the following benefits:**

- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

**5. Policy covers:**

- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

**Date Signed** 12/17/2019  
**By** Linda A. Wescott

**Digitally signed by Linda A. Wescott**
**Date: 2019.12.17 14:17:41 -05'00'**

**Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier**

**Telephone Number** 1-800-ASK-UNUM  
**Name and Title** Linda Wescott, DBL Specialist

**IMPORTANT:**

If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

---

**State of New York Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

**Date Signed**  
**By**

**Signature of Authorized NYS Workers' Compensation Board Employee**

**Telephone Number**  
**Name and Title**

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are **NOT** authorized to issue this form.

---

DB-120.1 (10-17)
Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.
IN WITNESS WHEREOF, the parties have executed this Agreement the day and date first shown above.

WITNESS:

TITAN ROOFING, INC.:

BY: __________________________

PRINT NAME: Shawna Pazmino-Brook

TITLE: Treasurer

DATE: 1/22/2020

MURNANE BUILDING CONTRACTORS, INC.

BY: __________________________

PRINT NAME: ____________________

TITLE: __________________________

DATE: __________________________
RESOLUTION NO. 79.20

THEREFORE, UPON MOTION OF Councilmember __________________________,
seconded by Councilmember __________________________,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to execute an agreement with the County of Schenectady for participation in the Schenectady County STOP-DWI Program for the year 2020.

SECTION 2. This resolution shall become effective February 26, 2020.

DATED: February 26, 2020

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<tr>
<th>NAME</th>
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<td>Tommasone</td>
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LEGISLATIVE REQUEST FORM

DATE: February 18, 2020

TO: Legislative Review Board

FROM: Deputy Chief Brown

TITLE OF REQUEST: Authorize Supervisor to enter into an agreement between Schenectady County STOP DWI and the Town of Rotterdam for 2020.

TOWN BOARD MEETING: February 26, 2020

Background Information: The Police Department receives grant funding annually from Schenectady County STOP-DWI for DWI enforcement initiatives throughout the calendar year.

Evaluation/Analysis:

Recommendation(s): Approve the attached agreement for Schenectady County STOP DWI grant funding.

Attachment/Document(s): Copies of the agreement

Compliance with Purchasing Policy: Not applicable

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

LEGISLATION WILL BE PREPARED BY: Kate McGuirl, Town Attorney
AGREEMENT

WHEREAS, the County of Schenectady is participating in the New York State Special Traffic Options Program for driving while intoxicated; and

WHEREAS, the STOP-DWI Steering Committee, and the Schenectady County Legislature, in the formulation of the County STOP-DWI Plan have agreed to support heightened law enforcement of the DWI laws:

NOW, THEREFORE, this agreement is entered into and executed by the County of Schenectady and the Town of Rotterdam as a municipality desirous of reducing the tragic loss of life and personal injury which results from drunk driving within the County. This will be achieved in part, through the participation and cooperation of the law enforcement agencies of the parties to this agreement, acting collectively to implement the enforcement of the County STOP-DWI Plan.

Financing: Schenectady County agrees to fund equipment purchases and enforcement, adjudication and training activities as specifically listed in the STOP-DWI Plan (Appendix A) or as recommended by the Schenectady County STOP-DWI Steering Committee as these funds are received; with necessary approval from the County Legislature and New York State Department of Motor Vehicles.

The County’s and the Town of Rotterdam’s liability shall not exceed that amount identified by the duly-endorsed plan, or the plan as amended. The County and the Town of Rotterdam shall not be required to fund the program in an amount greater than received in fine revenues for the period of this agreement.

Purchase of Equipment: The law enforcement agencies shall have the obligation of supplying the County with descriptions, specification and other information necessary for the planned purchase. Equipment, supplies or material purchased on behalf of the municipality become the property of that municipal law enforcement agency.

Payment: Payment to the law enforcement agencies for personnel, training, equipment maintenance and other approved purposes, shall be made on a quarterly basis upon receipt by the County of proof of expenditure of funds by the Town of Rotterdam for an approved item. Payment for the last quarter of the contract period shall be made after the County receives all fine revenues for the grant period.

Record Keeping: The municipal law enforcement agency shall keep a record of activities funded, and costs incurred in their participation in the STOP-DWI Program. These records shall be made available at least quarterly to the County STOP-DWI Coordinator.

Participation and Evaluation: The Chief Municipal Law Enforcement Agent or his designated representative shall be a member of the Schenectady County STOP-DWI Steering Committee. The representative shall participate in the evaluation of the effectiveness of the STOP-DWI activity, and the formulation of the program. The municipality shall provide statistics and other data concerning the efficiency of their effort to the County STOP-DWI Coordinator.
**Term:** For the purpose of this agreement, this contract shall be effective from January 1, 2020 to December 31, 2020. Each participating party retains the right to withdraw from the STOP-DWI Program at any time. Such withdrawal must, however, be made by vote and written notice from the governing body of the participating agency.

**COUNTY OF SCHENECTADY, NEW YORK**

Date Signed

By ____________________________
Rory Fluman
County Manager

**TOWN OF RUTTERDAM, NEW YORK**

Date Signed

By ____________________________
Steven A. Tommasone
Supervisor
STATE OF NEW YORK  
COUNTY OF SCHENECTADY  ) ss.:

On this ______ day of __________________, 2020, before me the subscriber personally appeared Rory Fluman, to me personally known, who being by me duly sworn, did depose and say that she resides in the County of Schenectady, New York; that she is the County Manager of the County of Schenectady, New York, the municipal corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the County Legislature of said corporation and that she signed her name thereto in accordance with the authority vested in her by provisions of law and by like order.

_______________________________
Notary Public - Commissioner of Deeds

STATE OF NEW YORK  
COUNTY OF SCHENECTADY  ) ss.:

On this ______ day of __________________, 2020, before me the subscriber personally appeared Steven A. Tommasone to me personally known, who being by me duly sworn, did depose and say that he resides in the County of Schenectady, New York; that he is the Supervisor of the Town of Rotterdam, New York, the municipality described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Council of said municipality and that he signed his name thereto in accordance with the authority vested in him by provisions of law and by like order.

_______________________________
Notary Public - Commissioner of Deeds
### ENFORCEMENT ACTIVITY (PERSONAL SERVICES/EQUIPMENT) BUDGET

<table>
<thead>
<tr>
<th>NAME OF AGENCY</th>
<th>AMOUNT PERSONAL SERVICES FOR DWI PATROLS (A)*</th>
<th>AMOUNT FOR OTHER THAN PERSONAL SERVICES (B)**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenville Police Department</td>
<td>$9,750.00</td>
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<tr>
<td>Niskayuna Police Department</td>
<td>$9,750.00</td>
<td></td>
</tr>
<tr>
<td>Rotterdam Police Department</td>
<td>$9,750.00</td>
<td></td>
</tr>
<tr>
<td>Schenectady Police Department</td>
<td>$15,000.00</td>
<td></td>
</tr>
<tr>
<td>Schenectady County SO</td>
<td>$9,800.00</td>
<td></td>
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<tr>
<td>Village of Scotia Police Department</td>
<td>$4,000.00</td>
<td></td>
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</tbody>
</table>

**Subtotal (A) is the overtime funding for each agency**

**Subtotal (B) is the equipment amount for each agency**

**TOTAL**

$58,050.00 $0.00
RESOLUTION NO. 80.20

THEREFORE, UPON MOTION OF Councilmember __________________________, seconded by Councilmember ________________________,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Thursday, the 26th day of March, 2020, at 10:00 a.m., will be electronically opened at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the same day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

HIGHWAY MATERIALS
(CONCRETE BLOCKS, CAPS, MANHOLE BLOCKS, MANHOLE FRAMES AND GRATES)

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

ALL BID PROPOSALS MUST BE ELECTRONICALLY SUBMITTED PRIOR TO 10:00 A.M., THURSDAY, MARCH 26, 2020

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

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

DATED: February 26, 2020
BidNet: Please publish on February 28, 2020
Daily Gazette: Please publish once on February 29, 2020

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<tr>
<th>NAME</th>
<th>AYES</th>
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<td>Tommasone</td>
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</table>
DATE: February 18, 2020

TO: Steve Tommasone, Supervisor

FROM: Larry LaMora, Highway Superintendent

TITLE OF REQUEST: Call for bids for Highway Materials (Concrete Blocks, Caps, Manhole Blocks, Manhole Frames and Grates)

TOWN BOARD MEETING: February 26, 2020

Background Information: The Highway Department does a Request for Proposals (RFP) each year for items that will be used by the Town.

Evaluation/Analysis: Pricing is needed for these materials for 2020.

Recommendation(s): The Town Board to advertise an RFP on the BidNet website following the February 26, 2020 Town Board Meeting and advertise in the official newspaper of the town, the Notice to Bidders on February 29, 2020 to be opened electronically, via BidNet on March 26, 2020 at 10:00 am.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: Yes, an RFP is being issued.

Effect(s) on Existing Law(s): General Municipal Law §103

LEGISLATION WILL BE PREPARED BY: Kate McGuirl, Town Attorney
Town of Rotterdam

Request for Bids

Highway Materials
(Concrete Block, Caps, Manhole Blocks, Manhole Frame and Grates)

Bid Opening:
March 26, 2020 @ 10:00 a.m.
The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

**Bid Sheets & Specifications for Highway Materials**  
(Concrete Block, Caps, Manhole Blocks, Manhole Frame and Grates)

<table>
<thead>
<tr>
<th>HIGHWAY MATERIALS</th>
<th>UNIT COST</th>
<th>DEL. COST</th>
<th>F.O.B. POINT</th>
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<tbody>
<tr>
<td>6” CATCHBASIN STRETCHER</td>
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<td>6” CATCHBASIN CORNER</td>
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<tr>
<td>CONCRETE BLOCK 8” X 8” X 18” REGULAR EACH</td>
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<tr>
<td>CAPS 4” X 8” 18” EACH</td>
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<tr>
<td>MANHOLE BLOCK 6” X 4” EACH</td>
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<td>MANHOLE BLOCK 6” X 5” EACH</td>
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<td>MANHOLE BLOCK 6” X 6” EACH</td>
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<tr>
<td>MANHOLE FRAMES AND GRATES 26” X 26” EACH</td>
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<td>MANHOLE FRAMES SQUARE RISERS:</td>
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</table>

The entire bid is strictly in accordance with specifications.

____________________________________  
Name of Company or Corporation

____________________________________  
Street

____________________________________  
City State Zip

____________________________________  
E-mail Address
INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on March 26, 2020**, the day of opening.

2. Electronic proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. on March 26, 2020**, will be electronically opened at that time, via Empire State Purchasing Group on the BidNet website ([http://www.bidnetdirect.com/townofrotterdam](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](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 sources. 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](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.
RESOLUTION NO. 81.20

THEREFORE, UPON MOTION OF Councilmember __________________________,
seconded by Councilmember __________________________.

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Thursday, the 26th day of March, 2020, at 10:15 a.m., will be electronically opened at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the same day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

CRUSHED LIMESTONE, GRAVEL AND SAND

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

ALL BID PROPOSALS MUST BE ELECTRONICALLY SUBMITTED PRIOR TO 10:15 A.M., THURSDAY, MARCH 26, 2020

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

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

DATED: February 26, 2020
BidNet: Please publish on February 28, 2020
Daily Gazette: Please publish once on February 29, 2020
Post
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</table>
DATE: February 18, 2020

TO: Steve Tommasone, Supervisor

FROM: Larry LaMora, Highway Superintendent

TITLE OF REQUEST: Call for bids for Crushed Limestone, Gravel and Sand

TOWN BOARD MEETING: February 26, 2020

Background Information: The Highway Department does a Request for Proposals (RFP) each year for items that will be used by the Town.

Evaluation/Analysis: Pricing is needed for these materials for 2020.

Recommendation(s): The Town Board to advertise an RFP on the BidNet website following the February 26, 2020 Town Board Meeting and advertise in the official newspaper of the town, the Notice to Bidders on February 29, 2020 to be opened electronically, via BidNet on March 26, 2020 at 10:15 am.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: Yes, an RFP is being issued.

Effect(s) on Existing Law(s): General Municipal Law §103

LEGISLATION WILL BE PREPARED BY: Kate McGuirl, Town Attorney
Town of Rotterdam

Request for Bids

 Crushed Limestone, Gravel and Sand

Bid Opening:

March 26, 2020 @ 10:15 a.m.
Bid Form

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

Bid Sheets & Specifications for Crushed Limestone, Gravel and Sand

<table>
<thead>
<tr>
<th>Description of Materials</th>
<th>UNIT COST</th>
<th>DEL. COST</th>
<th>F.O.B. POINT</th>
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</thead>
<tbody>
<tr>
<td>CRUSHED LIMESTONE SIZE 1, PER TON</td>
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<tr>
<td>CRUSHED LIMESTONE SIZE 1A, PER TON</td>
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<tr>
<td>CRUSHED LIMESTONE SIZE 2, PER TON</td>
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<tr>
<td>CRUSHED LIMESTONE SIZE 3, PER TON</td>
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<tr>
<td>CRUSHED LIMESTONE SIZE RUBBLE, PER TON</td>
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<tr>
<td>GRAVEL SIZE #1 STONE, PER TON</td>
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<tr>
<td>GRAVEL SIZE #2 STONE, PER TON</td>
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<tr>
<td>GRAVEL SIZE #3 STONE, PER TON</td>
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<tr>
<td>GRAVEL SIZE RUBBLE, PER TON</td>
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<tr>
<td>GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON</td>
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<tr>
<td>GRAVEL SIZE BANK RUN, PER TON</td>
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</tbody>
</table>

The entire bid is strictly in accordance with specifications.

_____________________________________
Name of Company or Corporation

_____________________________________
Street

_____________________________________
City  State  Zip

_____________________________________
E-mail Address
INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:15 a.m. on March 26, 2020**, the day of opening.

2. Electronic proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:15 a.m. on March 26, 2020**, will be electronically opened at that time, via Empire State Purchasing Group on the BidNet website ([http://www.bidnetdirect.com/townofrotterdam](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](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 sources. 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](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.
RESOLUTION NO. 82.20

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

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Thursday, the 26th day of March, 2020, at 10:30 a.m., will be electronically opened at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the same day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

TREE CUTTING AND REMOVAL SERVICES

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

ALL BID PROPOSALS MUST BE ELECTRONICALLY SUBMITTED PRIOR TO 10:30 A.M., THURSDAY, MARCH 26, 2020

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

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

DATED: February 26, 2020
BidNet: Please publish on February 28, 2020
Daily Gazette: Please publish once on February 29, 2020
Post
<table>
<thead>
<tr>
<th>NAME</th>
<th>AYES</th>
<th>NOES</th>
<th>ABSTAIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christou</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Guidarelli</td>
<td></td>
<td></td>
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<tr>
<td>Miller-Herrera</td>
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<td>Signore</td>
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<tr>
<td>Tommasone</td>
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</tbody>
</table>
DATE: February 18, 2020

TO: Steve Tommasone, Supervisor

FROM: Larry LaMora, Highway Superintendent

TITLE OF REQUEST: Call for bids for Tree Cutting and Removal Services

TOWN BOARD MEETING: February 26, 2020

Background Information: The Highway Department does a Request for Proposals (RFP) each year for this service used by the Town.

Evaluation/Analysis: Pricing is needed for these materials for 2020.

Recommendation(s): The Town Board to advertise an RFP on the BidNet website following the February 26, 2020 Town Board Meeting and advertise in the official newspaper of the town, the Notice to Bidders on February 29, 2020 to be opened electronically, via BidNet on March 26, 2020 at 10:30 am.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: Yes, an RFP is being issued.

Effect(s) on Existing Law(s): General Municipal Law §103

LEGISLATION WILL BE PREPARED BY: Kate McGuirl, Town Attorney
Town of Rotterdam

Request for Bids

Tree Cutting and Removal Services

Bid Opening:
March 26, 2020 @ 10:30 a.m.
Bid Form

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

Bid Sheets & Specifications to provide Tree Cutting and Removal Services

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Hourly Rate/Worker</th>
<th>No. of Workers</th>
<th>Crew Hourly Rate (Col. 3 x Col. 4)</th>
<th>Hours/Day</th>
<th>Daily Rate (Col. 5 x Col. 6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Tree Cutting &amp; Removal Labor Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Bucket Truck Rental</td>
<td></td>
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<tr>
<td>C</td>
<td>Chipper Equipment Rental</td>
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<tr>
<td>D</td>
<td>Tree Removal Truck (rack or comparable)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Logging Truck</td>
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<td>F</td>
<td>Crane Rental</td>
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<tr>
<td>G</td>
<td>Total Cost Per Day</td>
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</tbody>
</table>

The entire bid is strictly in accordance with specifications.

_____________________________________
Name of Company or Corporation

_____________________________________
Street

_____________________________________
City     State     Zip

_____________________________________
E-mail Address

TOWN OF ROTTERDAM
ROTTERTDAM, NEW YORK

TOR Tree Cutting and Removal Services

January 1, 2020- December 31, 2020
INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:30 a.m. on March 26, 2020**, the day of opening.

2. Electronic 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. on March 26, 2020**, will be electronically opened 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 sources. 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.
INSTRUCTIONS TO CONTRACTORS

1. It is the intent of this Request for Bids that all political subdivisions, and districts be entitled to make purchased of materials, equipment, or supplies from the resulting bid award upon mutual agreement with the vendor.

2. Where contractor supplies labor, all New York State labor requirements, including Prevailing Wage Requirements shall be applicable and enforced. Weekly payroll sheets must be submitted prior to payment.

3. The contractor shall, at a minimum carry the following insurance coverage; Liability Insurance $1 million/occurrence and $3 million/aggregate; Automotive Coverage $1 million and a Certificate of Workers Compensation Insurance. The Town of Rotterdam shall be named on policies as additional insured. Proof of insurance must be submitted to the Town with bid package.

4. In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the TOWN all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the TOWN to procure a substitute contractor to satisfactorily complete the contract work.

5. Qualifications of Bidder: The Town may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish the Town, within five (5) days of a request, all such information requested to complete the investigation. Conditional bids will not be accepted.

6. The Contractor will be responsible for furnishing all equipment, supplies, materials and manpower to properly cut and remove any and all trees so designated by the Highway Superintendent or the Acting Director of Public Works. It is the responsibility of the Contractor to properly and safely carry out this tree removal operation, and the Town assumes no responsibility for the method, technique, equipment or the safety of the Contractor’s staff in the performance of this work.

The Contractor, once notified by the Highway Superintendent or the Acting Director of Public Works, that a tree is to be removed, must complete the tree removal project within five (5) working days. Once work is commenced, the Contractor must work continuously and expeditiously to complete the work.

Each tree will be removed to within 6” or less of the existing ground in close proximity of the tree stump, unless directed otherwise by the Highway Superintendent or the Acting Director of Public Works.

The Contractor will conduct the work in a professional, safe and workmanlike manner, and take due precautions to protect adjacent properties, including, but not limited to, overhead and underground utilities. The Contractor will remove from the site all tree parts and rake the area clean once completed. Any damage to private property caused by the Contractor’s employees or equipment will be repaired and restored to its former condition, unless approved otherwise by the Highway Superintendent or the Acting Director or Public Works.

The Contractor must own and operate all necessary equipment to cut, trim and remove trees from any designated area. Such equipment will include, as a minimum:
1) An automated bucket truck to trim trees in hard to reach locations,
2) Branch and tree limb chipper equipment,
3) Hauling trucks to transport tree parts away from the site,
4) Logging equipment, including grabbers and logging trucks.
(For Items 7-15, refer to the spreadsheet on the Bid Form)

7. For work of this Contract, which consists of the cutting and removal of trees in the Town of Rotterdam, as directed by the Highway Superintendent or the Acting Director of Public Works, in accordance with the terms and conditions noted herein, must be submitted per the Spreadsheet on the Bid Form.

8. All work will be performed during normal working hours of the Town of Rotterdam Highway Department or Rotterdam Department of Public Works, unless exceptions are granted by the Highway Superintendent or the Acting Director of Public Works. In these cases, premium overtime rates will not be paid for work performed outside of normal working hours.

9. Determination of the lowest responsible bid will be based on the total cost/day (Item F in the Bid Form, above), however, charges for services provided will be based on actual hours worked, multiplied by the hourly rate entered on the bid Form in Columns 3 and 5, and as verified by the Highway Superintendent or the Acting Director of Public Works.

10. The size of the labor crew may vary depending on the size and complexity of the tree to be removed. The successful lowest responsible bidder must obtain Highway Superintendent or Acting Director of Public Works approval for the intended crew size prior to commencing any work. For billing purposes, the hourly labor rate, as provided by the successful lowest responsible bidder in Column 3 of the Bid Form will be the basis for labor charges for services provided.

11. In the hourly rate (Column 3), Bidders should include all necessary supplies, materials and equipment used in the tree cutting operation, such as chain saws, ropes, tree climbing equipment, etc.

12. The lowest responsible bidder will be allowed to use the disposal facilities of the Town of Rotterdam, at no charge, for chips produced from trees removed under the terms of this contract.

13. Depending on the availability of Town equipment and staff, the Highway Superintendent or the Acting Director of Public Works may elect to supply some of the labor and equipment to assist with the tree cutting and removal operation. In these cases, the successful lowest responsible bidder will only charge for those items that are authorized and not provided by the Town of Rotterdam.

14. For billing purposes, only those hours worked at the site will be considered, subject to verification by the Town of Rotterdam. Travel time, mobilization and demobilization, will not be included as hours worked on a specific tree removal job.

15. The equipment rental rates (Items B-E) should not include labor costs, since they will be operated by the same staff included in Item A.
RESOLUTION NO. 83.20

THEREFORE, UPON MOTION OF Councilmember __________________________, seconded by Councilmember ________________________,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Thursday, the 26th day of March, 2020, at 10:45 a.m., will be electronically opened at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the same day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

HIGHWAY PIPES
(WATER TIGHT & END SECTIONS, ROUND CORREGATED PLASTIC PIPE, AND PLASTIC UNDERGROUND PERFORATED PIPE)

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

ALL BID PROPOSALS MUST BE ELECTRONICALLY SUBMITTED PRIOR TO 10:45A.M., THURSDAY, MARCH 26, 2020

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

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

DATED: February 26, 2020
BidNet: Please publish on February 28, 2020
<table>
<thead>
<tr>
<th>NAME</th>
<th>AYES</th>
<th>NOES</th>
<th>ABSTAIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christou</td>
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<td>Guidarelli</td>
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<tr>
<td>Tommasone</td>
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</table>
LEGISLATIVE REQUEST FORM

DATE: February 18, 2020

TO: Steve Tommasone, Supervisor

FROM: Larry LaMora, Highway Superintendent

TITLE OF REQUEST: Call for bids on Highway Pipes (water tight and end sections, round corrugated plastic pipe, plastic underdrain perforated pipe)

TOWN BOARD MEETING: February 26, 2020

Background Information: The Highway Department does a Request for Proposals (RFP) each year for items that will be used by the Town.

Evaluation/Analysis: Pricing is needed for these materials for 2020.

Recommendation(s): The Town Board to advertise an RFP on the BidNet website following the February 26, 2020 Town Board Meeting and advertise in the official newspaper of the town, the Notice to Bidders on February 29, 2020 to be opened electronically, via BidNet on March 26, 2020 at 10:45 am.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: Yes, an RFP is being issued.

Effect(s) on Existing Law(s): General Municipal Law §103

LEGISLATION WILL BE PREPARED BY: Kate McGuirl, Town Attorney
Town of Rotterdam

Request for Bids

Highway Pipes
(Watertight & End Section, Round Corrugated Plastic Pipe, and Plastic Underdrain Perforated Pipe)

Bid Opening:
March 26, 2020 @ 10:45 a.m.
Bid Form

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

Bid Sheets & Specifications for Highway Materials
(Watertight & End Section, Round Corrugated Plastic Pipe, and Plastic Underdrain Perforated Pipe)

<table>
<thead>
<tr>
<th>HIGHWAY PIPES</th>
<th>UNIT COST</th>
<th>DEL. COST</th>
<th>F.O.B. POINT</th>
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</thead>
<tbody>
<tr>
<td>PIPE COLLAR BANDS &amp; BOLTS 8&quot; x 16 GA</td>
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<td></td>
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<tr>
<td>PIPE COLLAR BANDS &amp; BOLTS 12&quot; x 16 GA</td>
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<td>PIPE COLLAR BANDS &amp; BOLTS 15&quot; x 16 GA</td>
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<td>PIPE COLLAR BANDS &amp; BOLTS 24&quot; x 16 GA</td>
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<td>PIPE COLLAR BANDS &amp; BOLTS 48&quot; x 12 GA</td>
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<td>PIPE COLLAR BANDS &amp; BOLTS 60&quot; x 10 GA</td>
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*The entire bid is strictly in accordance with specifications.*

Name of Company or Corporation

Street

City           State           Zip

E-mail Address
INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:45 a.m. on March 26, 2020**, the day of opening.

2. Electronic 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 **10:45 a.m. on March 26, 2020**, will be electronically opened 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.
RESOLUTION NO. 84.20

THEREFORE, UPON MOTION OF Councilmember __________________________,
seconded by Councilmember ________________________,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Thursday, the 26th day of March, 2020, at 11:00 a.m., will be electronically opened at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the same day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

YARD WASTE REMOVAL

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

ALL BID PROPOSALS MUST BE ELECTRONICALLY SUBMITTED PRIOR TO 11:00 A.M., THURSDAY, MARCH 26, 2020

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

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

DATED: February 26, 2020
BidNet: Please publish on February 28, 2020
Daily Gazette: Please publish once on February 29, 2020
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DATE: February 18, 2020

TO: Steve Tommasone, Supervisor

FROM: Larry LaMora, Highway Superintendent

TITLE OF REQUEST: Call for bids for Yard Waste Removal

TOWN BOARD MEETING: February 26, 2020

Background Information: The Highway Department does a Request for Proposals (RFP) each year for this service used by the Town.

Evaluation/Analysis: Pricing is needed for these materials for 2020.

Recommendation(s): The Town Board to advertise an RFP on the BidNet website following the February 26, 2020 Town Board Meeting and advertise in the official newspaper of the town, the Notice to Bidders on February 29, 2020 to be opened electronically, via BidNet on March 26, 2020 at 11:00 am.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: Yes, an RFP is being issued.

Effect(s) on Existing Law(s): General Municipal Law §103

LEGISLATION WILL BE PREPARED BY: Kate McGuirl, Town Attorney
Town of Rotterdam

Request for Bids

Removal of Processed Yard Waste

Bid Opening:
March 26, 2020 @ 11:00 a.m.
Bid Form

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

Bid Sheets & Specifications to Remove Processed Yard Waste

Lowest Responsible Bidder (for charging a cost to the Town) or the Highest Responsible Bidder (for paying a cost to the Town) will provide for the transportation and disposal of processed (ground) yard waste, to be picked up at the Town’s Compost Facility in a safe and efficient manner with minimum amount of odor. On bid sheet, please indicate amount you are willing to pay and/or charge the Town of Rotterdam per yard.

______________________________ Price Per Yard to be charged to the Town of Rotterdam.

OR

______________________________ Price Per Yard to be received by the Town of Rotterdam.

The entire bid is strictly in accordance with specifications.

_____________________________________
Name of Company or Corporation

_____________________________________
Street

_____________________________________
City          State          Zip

_____________________________________
E-mail Address
INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO CONTRACTORS

1. It is the intent of this Request for Bids that all political subdivisions, and districts be entitled to make purchased of materials, equipment, or supplies from the resulting bid award upon mutual agreement with the vendor.

2. Where contractor supplies labor, all New York State labor requirements, including Prevailing Wage Requirements shall be applicable and enforced. Weekly payroll sheets must be submitted prior to payment.

3. The contractor shall, at a minimum carry the following insurance coverage; Liability Insurance $1 million/occurrence and $3 million/aggregate; Automotive Coverage $1 million and a Certificate of Workers Compensation Insurance. The Town of Rotterdam shall be named on policies as additional insured. Proof of insurance must be submitted to the Town with bid package.

4. In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the TOWN all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the TOWN to procure a substitute contractor to satisfactorily complete the contract work.

5. Qualifications of Bidder: The Town may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish the Town, within five (5) days of a request, all such information requested to complete the investigation. Conditional bids will not be accepted.

6. Successful bidder shall provide proof of all necessary DOT, DEC, and any other applicable permits prior to execution of the contract.

7. The responsible bidder when contacted for hauling by the Highway Department must show up within two days from date of contact.

8. Contractor must show the Town of Rotterdam proof that processed material is being disposed of in a legal manner and that the Town of Rotterdam has no liability once material leaves our facility.

9. Contractor must provide Town with a weekly invoice in accordance with the hauling records generated in a form suitable for filing with DEC.

10. Invoices shall demonstrate the cost of the service for each week per yard.

11. Along with any invoice, contractor shall provide a written statement that demonstrates where all waste was disposed.

12. Contractor will receive payment / send payment no later than thirty (30) days from invoice.

13. The Town has exclusive rights to deliver yard waste at its discretion.
RESOLUTION NO. 85.20

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 following sections as part of the Town of Rotterdam Employee Handbook:

Section 908: Reproductive Health Decision Making

SECTION 2. This resolution shall become effective February 26, 2020.

DATED: February 26, 2020

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TOWN OF ROTTERDAM

EMPLOYEE HANDBOOK

Adopted by Resolution of the Town Board on July 23, 2009

Updated February 8, 2018
Updated October 5, 2018
Updated February 27, 2019
Updated January 9, 2020

Prepared by:
Public Sector HR Consultants LLC
14 Knollwood Drive
Glenville, New York 12302
Telephone: 518.399.4512
www.publicsectorhr.org
TOWN OF
ROTTERDAM

EMPLOYEE HANDBOOK

Copyright © Public Sector HR Consultants LLC, Glenville, NY

This employee handbook is copyrighted material and is intended only for the internal use of the Town of Rotterdam. The Town of Rotterdam may copy this employee handbook for distribution to its employees. The contents of this employee handbook may not be copied or reproduced in any form or by any means for any other individual or organization without the prior written permission of Public Sector HR Consultants LLC.
# Town of Rotterdam
Employee Handbook

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INTRODUCTION

Welcome Message

We would like to welcome you and congratulate you on your appointment to a position with the Town of Rotterdam. As a part of our team, you take on an extremely important role, that of serving the members of our community. Together, our mission is to provide cost-effective services that conform to the highest standards of quality.

This Employee Handbook is designed to familiarize you with your employment and to help ensure government compliance, foster positive employee relationships, and contribute to the overall success of the Town in delivering services to the public effectively and efficiently.

Please keep in mind that this is only an overview of the Town’s policies and procedures, employee benefits, and the Civil Service System. Specific questions concerning employment matters should be addressed to your Department Head.

We trust that you will find service with the Town of Rotterdam rewarding both personally and professionally.

A Message from Our Unions

This Employee Handbook has been developed by the Town of Rotterdam to assist you in getting acquainted with your employment with the Town. A cooperative labor-management relationship not only lends to a positive work environment but also helps ensure fair treatment in the workplace.

It is important that all employees understand the personnel policies and procedures and work rules outlined in this Employee Handbook. For union members, the collective bargaining agreement governs the terms and conditions of employment. You are encouraged to obtain a copy of your collective bargaining agreement from your union representative. Anywhere that the Agreement and this Handbook conflict, the Agreement will control. However, in certain instances where the Handbook covers an issue that is not the subject of bargaining, this Handbook will control. We have made every effort to acknowledge these situations. If you have any questions, you should contact your Department Head or union representative.

We hope that your career with the Town of Rotterdam will be an enjoyable experience.
Our Heritage

The area that is now the Town of Rotterdam, was first settled predominately by the Dutch, about the year 1661. The Town, named after the City of Rotterdam, The Netherlands, was formed from a ward of the City of Schenectady on April 14, 1820.

The fertile soil along the Mohawk River was responsible for a thriving broom corn industry during the mid-1800's. With the advent of the Erie Canal in 1825 and later, with the coming of railroads to Rotterdam, hamlets began to spring up, including Rotterdam Junction, South Schenectady, and Pattersonville. Rotterdam was an important part of the Northeast’s railroad system. The Erie Canal traversed the entire length of northeast Rotterdam, with two locks located in the town. Athens Junction and Mohawkville were quiet, pleasant settlements in the southeastern part of the Town.

Rotterdam, a thriving suburban community, began as a frontier town, and now boasts hundreds of agricultural, industrial, and commercial businesses. The population has grown from 1,529 in 1820 to more than 28,000.

Established as a first class town in 1942, Rotterdam has since adopted the seal of the Old World Rotterdam, along with its motto, “Stronger Through Effort.” Through diligent application of this motto, Rotterdam looks confidently to the future.
104 Definitions

Town of Rotterdam – For purposes of this Employee Handbook, the Town of Rotterdam may be referred to as the “Town”.

Town Board – For purposes of this Employee Handbook, “Town Board” will mean the Town Board of the Town of Rotterdam.

Elected Official – For the purposes of this Employee Handbook, “Elected Official” will mean and refer to any of the following elected officials of the Town of Rotterdam:

- Town Supervisor
- Town Board Members
- Town Justices
- Town Clerk
- Superintendent of Highways
- Receiver of Taxes

Town Supervisor – For purposes of this Employee Handbook, “Town Supervisor” will mean the Town Supervisor of the Town of Rotterdam. When referenced in this Employee Handbook, Town Supervisor shall also mean an individual acting with the Town Supervisor’s properly designated authority.

Department Head – For purposes of this Employee Handbook, “Department Head” will mean the person in charge of any department, agency, bureau, unit, or subdivision of the Town of Rotterdam. This definition will be applicable in the event such person is serving in an acting, temporary, or provisional status in the position of Department Head. This term shall also include the Town Supervisor, where an individual otherwise designated as Department Head or any other individual must report to the Town Supervisor.

Supervisor – For purposes of this Employee Handbook, “supervisor” will mean the individual so designated by the Department Head to direct and inspect the performance of employees.

Employee – For the purposes of this Employee Handbook, “employee” will mean a person employed by the Town, including, but not limited to, an appointed official, an appointed member of a board or commission, Department Head, managerial employee, confidential employee, supervisory employee, provisional employee, probationary employee, temporary employee, seasonal employee, trainee, or student intern, but not an independent contractor.

Civil Service Law – For purposes of this Employee Handbook, “Civil Service Law” shall mean the New York State Civil Service Law and shall include the Schenectady County Civil Service Rules.
The Purpose of this Employee Handbook

Statement of Purpose – The purpose of this Employee Handbook is to communicate the Town’s personnel policies and practices to all employees and Elected Officials. It is extremely important that each employee understand the policies that relate to rules, regulations, procedures, practices, work standards, employment classifications, compensation, and benefits. **This Employee Handbook is not a contract of employment, express or implied, and should not be construed as such.** That is, employment can be terminated at any time at the will of either the employer or the employee, subject only to such procedural requirements as may be specified pursuant to New York State Civil Service Law, Town Law, collective bargaining agreement, or any other applicable law, rule, or regulation. The provisions and policies contained in this Employee Handbook are intended to supersede any and all prior manuals, guidelines or related policies issued by the Town of Rotterdam.

Unless otherwise required by law, the provisions of this Employee Handbook are for Town use only and do not apply in any criminal or civil proceeding. The Employee Handbook provisions shall not be construed as a creation of higher legal standard of safety or care. Notwithstanding the above, a violation of a Handbook provision may form the basis for administrative action by the Town and any subsequent judicial or administrative proceeding.

Previous Personnel Policies – Unless otherwise specified, this Employee Handbook supersedes and replaces any previous personnel policies issued by the Town concerning all policies contained herein.

Superseding Agreements – In the event an expressed and explicit provision set forth in a separate written agreement between the Town and an employee should conflict with any employee benefit, personnel policy, personnel procedure, or other provision set forth in this Employee Handbook, the expressed and explicit provision of that agreement will control. Otherwise, unless expressly excluded herein, this Employee Handbook will be applicable to all employees.

Collective Bargaining Agreements – In the event an expressed and explicit provision set forth in a collective bargaining agreement between the Town of Rotterdam and an employee organization as defined by the Public Employees’ Fair Employment Act (Taylor Law) should conflict with an employee benefit, personnel policy, personnel procedure, or other provision set forth in this Employee Handbook, the expressed and explicit provision of the collective bargaining agreement will control. Otherwise, unless expressly excluded herein, this Employee Handbook will be applicable to all employees.

Police Department – For the purposes of some of the policies stated in this Employee Handbook, the Town of Rotterdam Police Department is a separate entity which has the authority to promulgate its own policies and procedures. If a policy stated in this Employee Handbook differs from a rule, regulation or policy established by the Police Department, the latter shall supersede.

Questions – Any questions regarding any topic covered in this Employee Handbook should be directed to the appropriate Department Head.
106 Changes or Modifications

Rights of the Town Board – The Town Board reserves the right to interpret, change, modify, or eliminate any provision contained in this Employee Handbook.

Governmental Actions – This Employee Handbook is subject to alteration by resolutions of the Town Board, changes in Town and/or departmental rules, or changes in federal, state or local statutes, rules, or regulations. (This is not meant to be a comprehensive list). Changes made that affect a term or condition of employment as defined by the Taylor Law will be subject to negotiation with the CSEA union.

Statutes, Laws and Ordinances – In the event a federal or state statute or a Town Law or ordinance should conflict with any provision contained in this Employee Handbook, then such statute, law or ordinance will prevail.
200 EMPLOYEE CLASSIFICATIONS

For purposes of this Employee Handbook, the following terms shall be defined as indicated. The definition provided for each of these terms applies only within the context of this Employee Handbook. The meaning and use of these terms or similar terms may be different in the context of Civil Service Rules or a collective bargaining agreement.

201 Full-Time Employees

For purposes of this Employee Handbook, the term “full-time employee” will mean an employee who is regularly scheduled to work a minimum of thirty-five hours per week.

202 Part-Time Employees

For purposes of this Employee Handbook, the term “part-time employee” will mean an employee who is scheduled on a regular and on-going basis to work less than thirty-five hours per week.

203 Temporary Employees

For purposes of this Employee Handbook, the term “temporary employee” will mean an employee who is employed on an interim or sporadic basis, or who is employed to work on a special, emergency, or on-call basis for a specified period, consistent with the Civil Service Law as applicable.

204 Seasonal Employees

For purposes of this Employee Handbook, the term “seasonal employee” will mean an employee who is employed to work for a given season.

205 FLSA Non-Covered Employees

For purposes of this Employee Handbook, “FLSA non-covered employee” will mean an employee not covered under the Fair Labor Standards Act (FLSA).

206 FLSA Exempt Employees

For purposes of this Employee Handbook, “FLSA exempt employee” will mean a covered employee who qualifies for an exemption from the minimum wage and overtime provisions of the Fair Labor Standards Act.

207 FLSA Non-Exempt Employees

For purposes of this Employee Handbook, the term “FLSA non-exempt employee” will mean a covered employee who is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.
300 THE CIVIL SERVICE SYSTEM

The following is intended as a guide. The Civil Service Law and the Schenectady County Civil Service Rules shall govern regarding the jurisdictional classification of positions and the appointment and promotion of personnel.

301 The Unclassified and Classified Services

Unclassified Service – In accordance with Civil Service Law and for purposes of this Employee Handbook, the term “Unclassified Service” will include all individuals who are Elected Officials and/or members of boards or commissions.

Classified Service – In accordance with Civil Service Law and for purposes of this Employee Handbook, the term “Classified Service” as defined by the Civil Service Law and the Schenectady County Civil Service Rules will include all Town employees who are subject to the Schenectady County Civil Service Rules. The Classified Service is divided into four jurisdictional classes:

- **Exempt** – those positions, other than unskilled labor positions, for which competitive or non-competitive examinations or other qualification requirements are not practicable (Civil Service Law, Section 41);

- **Competitive** – those positions for which it is practicable to determine merit and fitness by competitive examination;

- **Non-Competitive** – those positions not in the exempt class or the labor class for which it is not practicable to determine merit and fitness by competitive examination, but rather by a review of training and experience; and,

- **Labor** – unskilled labor positions, except those positions which can be examined for competitively.

302 Civil Service Appointments

Competitive Class – In accordance with Civil Service Law, the following types of appointments may be made to positions in the Competitive Class:

- **Permanent** – an appointment to a vacant position in the Competitive Class from an eligible list established as a result of examination, following successful completion of a probationary term;

- **Provisional** – an appointment to a vacant position in the Competitive Class when there is not an appropriate eligible list. A provisional appointee must take an examination whenever it is scheduled. Thereafter, a permanent appointment will be made on the basis of the eligible list resulting from the examination; or
• **Temporary** – an appointment to a position in the Competitive Class for reasons including, but not limited to: emergency work projects; planned termination of the position after a limited time; to replace an employee who is on a leave of absence; to fill a position funded through a temporary grant; or to fill a position vacated by the promotion of another employee until the employee who has been promoted receives permanent status.

### 303 Examinations and Promotions (Competitive Class Positions Only)

**Examinations** – In accordance with Civil Service Law, in the event there is a vacancy in a new or existing position in the Competitive Class which the Town intends to maintain, the Town will fill the vacancy by selection from the eligible list certified by the Schenectady County Civil Service Commission of persons who have taken the appropriate Civil Service examination. The Schenectady County Civil Service Commission will test and rank each candidate according to the individual’s performance on the examination. In accordance with Civil Service Law Section 61, the Town will select one of the top three eligible candidates on the list willing to fill the position.

**Promotions** – The Town will offer opportunities for advancement for those employees who qualify. In the event the position is in the Competitive Class, a qualified employee must normally take a promotional examination and the above “one of three” rule will apply. Any exceptions to this requirement will be determined by the Schenectady County Civil Service Commission. An employee who wants to be promoted should become knowledgeable about the employee’s present position and be aware of higher level positions for which the employee may be qualified.

### 304 Veterans Credits

**Summary** – An employee who is a veteran as defined by the Civil Service Law may be eligible to apply for veterans credits on a Civil Service examination. An employee who is a veteran should contact the Schenectady County Civil Service Commission for details concerning these credits.
400 EMPLOYMENT MATTERS

401 Oath of Office

Requirement – Each Public Officer as defined in the Public Officers Law must take the Oath of Office in accordance with Town Law Section 25 and Public Officers Law Section 10, which must be administered prior to commencing the duties of the office. Each official who is re-elected or re-appointed to a subsequent term must take the Oath of Office for each term.

Upon original appointment or upon a new appointment following an interruption of continuous service, each employee (other than an employee in the labor class) must take an oath or alternate affirmation as set forth in Civil Service Law Section 62.

Filing of Oath – The Oath of Office is filed in the Town Clerk’s Office within thirty calendar days of the Public Officer’s commencement of the term of office, or upon an employee’s appointment.

402 Procedure for Filling Vacancies

Statement of Compliance – The Town of Rotterdam complies with all applicable federal, state and local laws, rules, and regulations throughout the employee selection process, including, but not limited to, Public Officers Law, Town Law, Civil Service Law, Title VII, Human Rights Law, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, and is an Equal Opportunity employer.

Notification of Vacancies – In the event there is a vacancy in a new or existing position not covered by a collective bargaining agreement which the Town intends to fill with a non-union employee, the vacancy may be advertised and/or posted and qualified individuals interviewed. The Town reserves the right to fill a position either internally or with an external candidate.

Employment Applications – The Town relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Town’s exclusion of the individual from further consideration for employment or disqualification if the conduct is discovered after employment commences.

Employment Reference and Background Checks – To ensure that individuals who join the Town are well qualified and have a strong potential to be productive and successful, it is the policy of the Town to check the employment references of final applicants. In addition, final applicants will be required to complete a hold harmless statement and release in order for the Town to conduct appropriate background checks.

Pre-Employment Physicals – When appropriate in accordance with the requirements of a particular position, the Town may require that an applicant undergo a medical examination after receiving a conditional offer of employment, to determine fitness for duty. In doing so, the Town will comply with the provisions of the Americans with Disabilities Act (see Section 902 of this handbook.)
Probationary Period

Except as otherwise provided in a collective bargaining agreement, the Schenectady County Civil Service Rules provide for the following, which is applicable to employees appointed, promoted or transferred pursuant to the Civil Service laws. Additional provisions may also apply in accordance with those rules.

Purpose of Probationary Period – The probationary period is for an employee to become familiar with the specific duties and responsibilities of the employee’s new position. The probationary period also provides the Department Head with an opportunity to evaluate the employee’s job performance and potential for development in the position.

Length of Probationary Period – Except as otherwise provided in the Schenectady County Civil Service Rules, every permanent appointment from an open-competitive list, and every permanent appointment to a position in the non-competitive or labor class shall be for a probationary term of not less than eight nor more than fifty-two weeks. The length of the probationary period may be extended in accordance with the Schenectady County Civil Service Rules.

Length of Probationary Period (Police) – Except as otherwise provided in the Schenectady County Civil Service Rules, every permanent appointment from an open-competitive list for Police Officer or Patrol Officer shall be for a probationary term of not less than eight weeks nor more than seventy-eight weeks. The length of the probationary period may be extended in accordance with the Schenectady County Civil Service Rules.

Successful Completion of Probationary Period – An employee’s appointment will become permanent upon written notice that the probationary period has been successfully completed following the minimum period of service required. Or, the employee’s appointment will become permanent upon the retention of the employee after completion of the maximum period of service required. Except as otherwise provided by law or a collective bargaining agreement, completion of the probationary period does not necessarily confer rights or privileges in the position.

Failure to Successfully Complete Probationary Period – In the event the employee’s performance or conduct is not satisfactory, the Town may dismiss the employee from employment at any time after the completion of the minimum probationary period and before completion of the maximum probationary period. If the performance or conduct of an employee serving a probationary period who has been promoted or transferred from a permanent appointment (as defined by civil service regulations) is not satisfactory, the employee shall be returned to the employee’s former permanent position prior to the end of the probationary period.
404 New Employee Orientation

Procedure – The purpose of this orientation is to welcome new employees and to familiarize them with the Town and their job. The orientation process generally consists of, but is not limited to, a tour of the employee’s assigned worksite, distribution and review of this employee handbook, and enrollment in benefit plans, if applicable. In addition, the employee’s Department Head is responsible for introducing the employee to co-workers, scheduling on-the-job training, and reviewing the job description and performance requirements of the position.

405 Code of Ethics and Disclosure Law

Policy Statement – The Town has established, by Local Law No. 19 of the Year 2001, the “Town of Rotterdam Code of Ethics and Disclosure Law”. This law is set forth in its entirety in Chapter 31 of the Town Code. An employee or Elected Official who would like to review the contents of this law should contact the Town Clerk’s Office. The Code of Ethics can also be accessed on the Town’s Website: www.rotterdamny.org.

Distribution – Every Town officer or employee shall be furnished a copy of the provisions of the above mentioned chapter within ten days after entering upon the duties of his or her position; however, failure of any Town officer or employee to receive a copy of the provisions of the that chapter shall have no effect on the duty of compliance with that chapter or on the enforcement of its provisions.

406 Corrective Action and Discipline

Procedures – Employees covered by Civil Service Law Section 75 shall be disciplined in accordance with the procedures contained therein. (Refer to Section 408 of this Employee Handbook). An employee who is a member of a collective bargaining unit should refer to the applicable collective bargaining agreement on the subject of the disciplinary procedure. The parties agree that for CSEA employees, Section 75 has been replaced in its entirety with the disciplinary procedures contained in the CSEA collective bargaining agreement.

Policy Statement – It is the policy of the Town of Rotterdam that certain rules and regulations regarding employee behavior are necessary for the benefit and safety of all employees, the efficient operation of the Town, and the delivery of services to residents of the Town. Any conduct that interferes with operations or that discredits the Town will not be tolerated. Each employee must conduct oneself in a positive manner so as to promote the best interests of the Town. Corrective action is necessary when an employee has demonstrated performance deficiencies, or has violated a policy, rule, regulation, or procedure. Corrective action may include counseling or initiating formal disciplinary action against an employee.

Communication – Open and candid communications with all employees is an important aspect of the Town of Rotterdam’s on-going employee relations. When a rule, policy, or procedure is violated, the employee’s Department Head, or other designated supervisor, will review the specific nature of the violation with the employee. The employee’s input is extremely important to ensure that all of the facts have been considered.
Counseling – Counseling employees, as opposed to initiating formal disciplinary action, may be the appropriate first step in addressing performance deficiencies or misconduct. The purpose of counseling is to inform the employee of such deficiencies or misconduct, discourage its recurrence, and inform the employee of the consequences if the behavior is repeated. When performance deficiencies are the issue, the performance standards of the job should be reviewed, along with specific examples of how the employee is not meeting those standards. Where appropriate, goals for improvement may be established, along with a time frame for achieving them. The counseling will be documented in writing and the employee will be required to acknowledge receipt by signing the memorandum. Any employee who fails to follow a supervisor’s directive to sign the counseling memorandum to acknowledge receipt will be subject to disciplinary action.

Discipline – The purpose of disciplinary action is to impose penalties for just cause. In normal circumstances, the Town endorses a policy of progressive discipline which includes, but may not be limited to, documented verbal reprimand, letters of reprimand, suspension without pay, or termination of employment, depending on the circumstances. The Town retains the right to discipline employees without engaging in progressive discipline or prior counseling if the situation so warrants.

Investigations – Where appropriate, an investigation will be conducted by the proper supervisor or other designated individual(s) in order to gather all pertinent information and to ensure that all the facts are considered. The investigation may include, among other things, interviews with the employee and any witnesses or other involved parties, and review of documents and materials. Employees who are participants in an investigation are not allowed to disclose the content or particulars of the investigation unless otherwise authorized. All employees who are called upon to participate in an investigation are required to fully cooperate in the process and respond truthfully to all questions posed. Failure to do so will subject the employee to appropriate corrective action. The Town reserves the right to place an employee on administrative leave while an investigation is conducted.

During the investigation process, a union employee who appears to be a potential subject of disciplinary action may undergo questioning. Such employee will have the right to representation by the employee’s certified or recognized employee organization under Civil Service Law Article 14, and will be given advanced notice of such right. In the event the employee requests representation, the employee will be allowed a reasonable period of time to obtain such representation. In the event the employee is unable to obtain such representation within a reasonable period of time, the employer will have the right to then question the employee.
407  **Code of Conduct**

**Prohibited Conduct** – Any employee who, after investigation, is found to have committed any of the actions listed below will be subject to corrective action, up to and including termination of employment. This list is illustrative only and does not limit the Town’s right to impose discipline in other appropriate cases.

- Willful violation of Town’s rules, policies, and procedures.
- Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting behavior or creating a hostile environment against another employee, Elected Official, resident of the Town, supplier, visitor, or any other person, whether on or off Town premises.
- Engaging in any action that is in violation of the Town’s Workplace Violence Prevention Policy.
- Possession of any weapon or dangerous instrument (including knives with over a three inch blade, firearms, and explosives) on Town property or in Town vehicles, except for those employees who are required as a condition of employment to bear a weapon.
- Possession, use, distribution/sale, or being under the influence of alcohol or controlled substances during hours of work or while on Town property or in Town vehicles.
- Willful or deliberate abuse, destruction, defacement, or misuse of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.
- Theft or unauthorized possession, use, or removal of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.
- Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Town.
- Preparation or manipulation of another employee’s time record.
- Acts of sabotage, including the work of another employee.
- Making false statements about another employee, Elected Official, resident of the Town, supplier, visitor, or any other person. This includes knowingly making false accusations against another individual as to allegations of discrimination, sexual harassment or other harassment which is in violation of Town policy or applicable law.
- Insubordination or willful refusal to comply with the lawful order or instruction of a supervisor or Department Head.
- Improper performance of job duties or repeated failure to perform assigned duties and responsibilities.
- Violation and/or disregard of safety rules or safety practices, including failure to wear assigned safety clothing or equipment, in such a way that jeopardizes the safety of the
employee, another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.

- Offensive or unprofessional behavior that is contrary to the Town’s best interest, or any conduct that does not warrant public trust.

- Unauthorized expenditure of Town funds.

- Illegal gambling while on duty.

- Willful work slow down, work stoppage, or interfering with or restricting the performance of another employee or in any other way interfering with Town operations.

- Careless or negligent use or operation of equipment, including vehicles and machinery.

- Unauthorized absences or repeated failure to give proper notice.

- Excessive tardiness and/or absences except those absences covered by state and/or federal statutes.

- Leaving work area without permission, as defined by the Department Head.

- Failure to adhere to the personal appearance/dress code policy.

- Sleeping on the job, unless authorized by a Department Head or supervisor.

- Personal activity during paid work time without the express permission of the Department Head.

- Disruptive, loud, or boisterous behavior or horseplay in the workplace.

- Abusive language in the workplace, including racial slurs and epithets.

- Posting, removing, or defacing of notices, signs, or other written material without prior approval.

This list is not intended to be comprehensive and does not limit the Town’s right to impose discipline in other appropriate cases.
Summary – New York State Civil Service Law Section 75 establishes disciplinary procedures for covered employees. Section 75 affords a covered employee the opportunity for a hearing when charges of incompetence or misconduct have been made against the employee by the Town.

Union Employees – An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the disciplinary procedure.

Covered Employees – In accordance with Civil Service Law, the following employees are generally covered under Section 75:

- A newly hired employee who has not completed the minimum probationary period as specified in the Schenectady County Civil Service Rules;

- An employee holding a position by permanent appointment in the Competitive Class of the classified Civil Service;

- An employee holding a position in the Non-Competitive or Labor Class other than a position designated in the Schenectady County Civil Service Rules as confidential or requiring the performance of functions influencing policy, who since the employee’s last entry into service has completed at least five years of continuous service in the Non-Competitive or Labor Class in a position or positions not so designated in the rules as confidential or requiring the performance of functions influencing policy;

- An employee holding a position by permanent appointment or employment in the Exempt, Competitive, Non-Competitive, or Labor Class who is a qualified veteran as defined by the Civil Service Law, or exempt volunteer firefighter, as defined by the General Municipal Law, except when such an employee holds the position of private secretary, cashier, or deputy of any official or department. Specifically, the employee must have been honorably discharged or released under honorable circumstances from the armed forces of the United States having served therein as such member in time of war as defined in Section 85 of the New York State Civil Service Law, or the employee must be an exempt volunteer firefighter as defined in the General Municipal Law.

Disciplinary Procedure – The following disciplinary procedure shall apply to employees covered by Civil Service Law Section 75:

- Notice of Discipline – An employee subject to discipline will be provided with a written Notice of Discipline (NOD) which will contain all charges and specifications.

- Employee Answer – The employee will have eight calendar days to respond to the charges. The employee’s response must be in writing.

- Disciplinary Hearing – Unless there is a stipulation of settlement between the Town and the employee, the employee is afforded the right to a hearing in accordance with provisions established by Civil Service Law Section 75. The hearing upon such charges shall be held by the officer or body having the power to remove the person
against whom such charges are preferred, or by a deputy or other person designated by such officer or body in writing for that purpose.

The Appointing Authority will designate a hearing officer in accordance with Civil Service Law Section 75. The designation must be in writing. The hearing officer will set the time and place for the hearing. The hearing officer will make a record of the hearing which will be submitted to the Appointing Authority, with the hearing officer’s recommendations, for review and decision.

**Right to Representation** – The employee may have representation by counsel or by a representative of a recognized or certified employee organization at the hearing and may summon witnesses on the employee’s behalf.

**Suspension Without Pay Pending Determination of Charges** – Pending the hearing and determination of charges, the employee may be suspended without pay for a period not to exceed thirty calendar days.

**Penalties** – In the event the employee is found to be guilty of the charges, the penalty may consist of one of the following:

- Reprimand;
- Fine not to exceed one-hundred dollars which will be deducted from the employee's pay;
- Suspension without pay not to exceed two months;
- Demotion in grade and title; or
- Termination from Town employment.

**Finding of Not-Guilty** – In the event the employee is found to be not guilty, the employee will be restored to the employee's position with full pay for the period of suspension less the amount of any unemployment insurance benefits that the employee may have received during such period.

**Limitations** – Notwithstanding any other provision of law, no removal or disciplinary proceeding will be commenced more than eighteen months after the occurrence of the alleged incompetence or misconduct complained of and described in the charges. Such limitation will not apply where the incompetence or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

**Filing Requirements** – In the event the employee is found to be guilty, a copy of the charges, the employee's written answer, a transcript of the hearing, and the determination will be filed in the office of the department in which the employee is employed. A copy will also be filed with the Schenectady County Civil Service Commission.
**Personnel Records**

**Policy Statement** – It is the policy of the Town to balance its need to obtain, use, and retain employment information with a concern for each employee’s privacy. To this end, the Town will endeavor to maintain only that personnel information necessary for the conduct of the Town’s business or required by federal, state, or local law. Personnel records will be maintained for current and past employees in order to document employment related decisions and comply with government record keeping and reporting requirements.

**Content** – The personnel records maintained by the Town include, but are not limited to, Employment Applications, Report of Personnel Change Forms; copies of job-required licenses and certificates, Federal and State Withholding Tax Forms, Retirement Enrollment/Waiver Forms, Health Insurance Enrollment/Waiver Forms, performance appraisals, grievance or dispute resolution notices, counseling memoranda, notices of discipline, and probationary reports.

**Location of Files** – All original personnel records for current employees will be kept in the Comptroller’s Office and will be maintained and controlled by the Senior Payroll Audit Clerk. All employee medical records will be kept in a separate file apart from the employee’s personnel file. All Immigration (I-9) Forms will be kept in a separate file apart from the employee’s personnel file.

**Change in Status** – An employee must immediately notify the Senior Payroll Audit Clerk of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and individuals to notify in case of emergency.

**Review of Personnel Files** – Access to personnel files is limited. A current employee may review the contents of the employee’s own personnel file by submitting a written request to the Senior Payroll Audit Clerk. The review will be scheduled at a mutually convenient time. An authorized official must be present when the employee inspects the file. An employee may not copy, remove, or place any material in the employee’s personnel file without the approval of the Comptroller.
410 Separation from Employment

Notice of Resignation (Employees) – An employee who intends to resign from employment must submit a written resignation to the employee’s Department Head at least two weeks before the date of resignation is to be effective. All resignations shall be filed in the Town Clerk’s Office.

Notice of Resignation (Town Officers) – A Town Officer (as defined by Public Officers Law) must resign by delivering a written notice to the Town Clerk. If no effective date is specified, the office becomes vacant immediately upon delivery of the notice to the Town Clerk. If a Town Officer wishes to resign at some future date, the Town Officer may specify a resignation date. However, if the resignation date is more than thirty days after delivery of the notice to the Town Clerk (ninety days for Justices), the resignation will become effective thirty days after such delivery (ninety days for Justices).

Notice of Resignation (Town Clerk) – The Town Clerk who intends to resign must submit a written resignation to the Secretary of State at least thirty calendar days before the date of resignation is to be effective.

Exit Interviews – Exit interviews are normally conducted by the Department Head and/or Comptroller (or designee). The exit interview provides an opportunity to discuss a number of items including employee benefits, COBRA eligibility, changing of computer passwords, and return of Town property. During the exit interview, employees are encouraged to give suggestions, concerns and constructive recommendations.

Final Paycheck – Employees receive their final paycheck on the next regularly scheduled payday. The final paycheck includes payment for accumulated vacation, personal, compensatory time and holiday pay, if applicable.
501 Departmental Hours

Normal Hours of Operation – The normal hours of operation are established by the Town Board. An employee’s Department Head will establish the employee’s work schedule, which may differ from the normal hours of operation depending upon the particular needs and requirements of the department. The Town Board reserves the right to approve all employee work schedules, except where otherwise prohibited by applicable State or Town Law. The work schedules of employees covered by a collective bargaining agreement shall be governed by the applicable collective bargaining agreement.

Department Head Absences – Department Heads have duties that may require them to be absent from their offices at certain times during the day. In the event that a Department Head is absent from the office, basic departmental forms should be readily available for distribution and/or collection. It is the Department Head’s responsibility to determine what services are to be provided and to schedule coverage of these basic services during scheduled business hours.

Overtime – A Department Head may require an employee to work additional hours beyond the employee’s normal workday and workweek. An employee must receive prior approval from the employee’s Department Head before working additional hours.

Refusal to Work Additional Hours – An employee who, after investigation, is found to have refused to work additional hours as directed will be subject to appropriate disciplinary action.

502 Meal Breaks and Breaks for Nursing Mothers

Meal Breaks – An employee who works more than six hours in a given day will receive an unpaid, duty-free meal break not to exceed sixty minutes.

Scheduling of Meal Breaks – Scheduling of meal breaks must be approved by the Department Head in accordance with the needs and requirements of the department. Meal breaks must normally be taken in the middle of the employee’s workday. Unless otherwise directed by the Department Head, an employee may leave the work-site during the meal break.

Observance of Meal Breaks – In accordance with New York State regulations, an employee who works more than six hours in a given day is required to take the scheduled meal break. An employee is not allowed to work through the meal break to make up lost work time or to leave work early. In addition, the meal break may not be taken at the end of an employee’s workday in order to leave work before the normal quitting time.

Breaks for Nursing Mothers to Express Breast Milk – Employees who are nursing mothers shall be allowed to use a reasonable break (generally between twenty to thirty minutes) in addition to the employee’s meal break to express milk for a nursing child. The Town will provide this break at least once every three hours if requested by the employee. This provision applies to nursing mothers for up to three years following childbirth. The
Town will make a reasonable effort to provide a room or location other than the restroom or toilet stall, within walking distance to the employee’s work space, or other location in close proximity to work so that nursing mothers can express in private. An employee wishing to avail herself of this break is required to give the Department Head advance notice, preferably prior to the employee’s return to work following the birth of her child, to allow the Town an opportunity to establish a location and to schedule leave time for multiple employees, if needed.

503 Emergency Situations

Closing Procedures – In the event that extraordinary weather conditions or other emergencies develop prior to the beginning of the workday, the Town Supervisor may authorize the closing of non-emergency operations, or, if extraordinary weather conditions or other emergencies develop during a workday, the Town Supervisor may direct that certain employees who perform non-essential services leave work.

Payment of Wages – Pay for FLSA non-covered or exempt employees will not be affected by an emergency closing. Pay for FLSA non-exempt employees will be in accordance with the provisions below:

- **During Work** – A full-time employee who is directed by the Town Supervisor to leave work due to an emergency closing will be paid for the remainder of the employee’s normal workday at the employee’s regular rate of pay. Such time will be included as time worked for the purpose of computing overtime. A part-time, temporary, or seasonal employee who is directed to leave work due to an emergency closing will not be paid for the remainder of the employee’s normal workday. Such employee may choose to make up the time at a later date if agreed to by the Department Head. An employee who has previously scheduled a paid leave day must still charge the absence for the day to the appropriate paid leave.

- **Prior to Reporting to Work** – If a determination is made to close operations prior to the start of a workday, the Town Supervisor will initiate notification to all affected employees. A full-time employee who is directed not to report to work due to an emergency closing will be paid for the employee’s normal workday at the employee’s regular rate of pay. A part-time, temporary, or seasonal employee who is directed not to report to work will not be paid for the workday. Such employee may choose to make up the time at a later date if agreed to by the Department Head. An employee who has previously scheduled a paid leave day must still charge the absence for the day to the appropriate paid leave.

Inclement Weather – Employees are expected to report to work and remain at work during inclement weather conditions unless otherwise notified by the Town. Employees should use their own discretion in determining whether they can commute safely to work due to inclement weather. When the Town Supervisor has not officially shut down operations, an employee who does not report to work or requests to arrive at work late or leave work early due to inclement weather must obtain authorization from his or her Department Head prior to doing so. The employee must use paid vacation or personal leave, if available, or take the time off without pay. If an FLSA exempt employee has no paid leave benefits available, the employee will only be docked if a full workday is taken.
504 Time Records

Policy Statement – All employees are required to complete an individual time record showing the daily hours worked. (Employees in the Highway Department must punch a time card.)

Procedures – An employee required to complete a time record or punch a time card must comply with the following procedures:

• All time worked, including the beginning and ending time, must be recorded.

• All paid and unpaid leaves of absence must be recorded on the time sheet in the “Time Taken” column, with the appropriate reason indicated.

• Employees must complete their own time record or punch their own time card.

• The time record must be submitted to the Department Head at the time specified.

• The time record must be verified and signed by the Department Head.

Correction of Errors – An employee must immediately bring errors in time records to the attention of the employee’s Department Head who will investigate the matter and make and initial the correction once the error has been verified.

Falsification of Time Records – An employee who, after investigation, is found to have falsified or altered a time record, or the time record of another employee, or completed a time record or punched a time card for another employee, will be subject to disciplinary action. In extenuating circumstances where an employee is not able to complete the employee’s own time record, the Department Head may complete the time record on behalf of the employee.
505  **Bonding**

**Insurance**  – The Town will provide bonding insurance for an eligible employee who is required to act in a fiduciary capacity.

506  **Expense Reimbursement**

**Policy Statement**  – Upon proper authorization of the Town Board, an employee or Elected Official will be reimbursed for expenses associated with carrying out Town business, including, but not limited to, meals, lodging, mileage, parking, highway tolls, and training and membership fees. A voucher with all required documentation and corresponding receipts must be submitted to the Comptroller’s Office in order for the reimbursement to be processed.

**Mileage**  – An employee who is directed by the appropriate Department Head or supervisor to use the employee’s own vehicle to conduct Town business will be reimbursed at the mileage rate established by the Town Board at the annual organizational meeting or the applicable collective bargaining agreement, as the case may be.

**Education and Training**  – Upon proper authorization of the Town Board, an employee will be reimbursed for training courses that are directly related to the employee’s present job. Employees must first seek approval from their Department Head before the request is presented to the Town Board.

**Required Membership Fees**  – Upon proper authorization of the Town Board, an employee required to hold membership in a professional organization as part of the employee’s job will be reimbursed for any required dues and/or fees.
507 Vehicle Usage

Policy Statement – All vehicles and related equipment of the Town of Rotterdam are owned and maintained for the purpose of conducting official business of the Town. Said vehicles and equipment may not be used for the personal use or private gain of any official or employee, nor for any other purpose which is not in the general public interest.

Standards – For the purpose of compliance with this policy, the following standards must be met at all times:

- Town vehicles and related equipment must remain under the general administrative jurisdiction and direction of the Department Head to which it is assigned.

- Town vehicles must be assigned to specific Town officials and employees for specific purposes and tasks. Said vehicles may not be used for any unauthorized purpose nor to conduct personal, private, or non-Town related business.

- Town vehicles must always be operated in a safe and responsible manner and in compliance with all applicable motor vehicle and traffic laws in effect. Employees are responsible for any driving infractions or fines that result from their operation of Town vehicles, and must report them to their Department Head. The Town is responsible and will pay for any fines which would typically be levied against the owner of the vehicle.

- Any accident involving a Town vehicle, regardless of severity, must be reported immediately to the appropriate Department Head. The Department Head must file an accident report with the Town Supervisor’s Office within twenty-four hours.

- The use of a cell phone when driving on Town business must be compliant with all applicable laws and/or regulations.

- Town vehicles may not be used to transport persons who are not officials or employees of the Town of Rotterdam, nor material not related to the conduct of official Town business, without direct authorization by the appropriate Department Head or the Town Board.

- Town vehicles must always be maintained in a safe and secure condition when not in use, including being locked and/or under direct observation; and all keys maintained under controlled and authorized jurisdiction of the appropriate Department Head.

- The Town reserves the right to install a Global Positioning System (GPS) in all Town owned vehicles.

- No advertisements, signs, bumper stickers or other markings of a political or commercial nature may be displayed on Town vehicles at any time, except those of a limited community service nature which have been authorized by the Town Board.
508 Driver's License / Insurance Requirements

Requirement – An employee who is required to drive either a Town-owned vehicle or the employee’s own personal vehicle to conduct business on behalf of the Town, must possess at the time of appointment, and must maintain throughout employment, a valid New York State driver's license. Proof of such license must be on file with the Town. If a personal vehicle is used to conduct business on behalf of the Town, the employee is responsible for ensuring liability insurance coverage meeting NYS requirements is appropriately maintained.

Commercial Drivers – An employee who operates a vehicle which requires a Commercial Driver's License (CDL), must maintain such license throughout employment. Proof of such license must be on file with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act of 1986, a commercial driver must notify the Town within thirty days of a conviction of any traffic violation (except parking), no matter where or what type of vehicle the employee was driving.

Loss of Driver's License – An employee who is required to possess a driver’s license or CDL license in order to perform certain job duties and responsibilities must immediately notify the appropriate Department Head in the event the license is suspended or revoked. The loss or suspension of the driver’s license or CDL license may affect the employee’s employment with the Town. The Town will utilize the NYS Department of Motor Vehicles’ “License Event Notification Service” (LENS) to monitor activity that may negatively impact an employee’s ability to maintain a required license.

509 Supplies, Tools and Equipment, and Fuel Usage

Supplies – All Town owned supplies must be used efficiently and not wasted. An employee may not use any Town supplies including, but not limited to, postage, paper, or office supplies for personal use.

Tools and Equipment – The employee must repair or replace any Town-owned tool or piece of equipment if it has been determined upon investigation that the employee was found to have lost or damaged said tool or equipment as a result of negligence or intentional misuse. An employee may not use any Town-owned tool or piece of equipment, including, but not limited to, fax machines, copiers and computer equipment for personal use. An employee may not use Town facilities, Town-owned tools or equipment to work on vehicles or trailers not owned by the Town.

Fuel – An employee may not use gasoline, fuel oil, or motor oil purchased by the Town for personal use.
510 **Telephone / Cell Phone Usage**

**Guidelines** – Telephone and cell phone usage must adhere to the following guidelines:

- An employee must answer promptly and speak in a clear, friendly and courteous tone.

- An employee must give the name of the department or office and one’s own name. If the call is not for the employee who answers, the employee must transfer the caller to the correct party or take a message recording all pertinent information.

- If the call must be placed on hold, the employee who answered the call must return to the line frequently to confirm that the call is being transferred.

- During office hours, each Department Head (or designee) is responsible for there being at least one employee in the department or office to answer telephones. If the department or office has a limited staff, arrangements must be made with another department or office for telephone coverage or an answering device must be in operation.

- An employee may make personal telephone calls, however, such calls should be limited in duration and frequency and must not interfere with the performance of the employee’s job duties.

- Use of a cell phone for personal text messaging during work hours (excluding authorized breaks and meal periods) is prohibited.

- An employee may not make or receive personal calls on a Town provided telephone or cell phone that will result in additional charges to the Town, except in an emergency and/or with prior approval from the Department Head. The employee must reimburse the Town for the cost of the call.

- The use of Town issued cell phones is monitored to ensure no excessive or inappropriate use occurs.

- The use of a cell phone while driving on Town business must be in compliance with all applicable laws.

- Personal cell phones that are broken, damaged or lost during working hours will not be repaired, replaced or paid for by the Town.
Policy Statement – The purpose of this policy is to provide the following requirements for the use of Town-owned communication systems and equipment. Communication systems and equipment include but are not limited to computer systems, internet services, hardware, software, laptops, tablets, smart phones, cell phones, land-line phones, printers, facsimile machines, copiers, and scanning devices. This policy is consistent with the provisions stated in the CSEA collective bargaining agreement.

Property – All communication systems, equipment and files are the property of the Town. This includes the messages created, transmitted, and stored on such systems and equipment.

Usage – All communication systems and equipment are provided to an employee for the purpose of aiding that employee in the performance of the employee’s job functions. All hardware and software used is to be supplied by the Town. No unauthorized or unlicensed hardware or software may be used or installed on any Town-owned computer. Any hardware or software necessary to perform job duties should be requested of the employee’s Department Head and sent to the Town Supervisor’s Office for approval.

Town’s Right to Monitor Communication Systems and Equipment – There is no guarantee of privacy when using Town-owned communication systems and equipment. The Town reserves the right to enter, search, and monitor employee communication systems, equipment, and files, with or without advance notice, at any time in the normal course of business. The Town Supervisor has the authority to inspect the contents of any Town communication systems, equipment, data/files, or electronic messages of employees at any time. This applies to all information, messages, and files that are created, transmitted, downloaded, received, stored, or deleted on such systems, including items that are password protected. Additionally, the Town has the authority to monitor and record each web site, chat room, and newsgroup visited on the Internet, and every electronic message and file transfer into and out of the Town’s network or communication service. The Town may also monitor each employee’s Internet activity and usage patterns to ensure that the Town’s resources are being utilized for appropriate business purposes. Usernames and passwords are the property of the Town of Rotterdam.

Personal Use – Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Any non-business use should be incidental and occasional and must conform to all standards set forth in this policy. Any personal use that interferes with the performance of an employee’s work or burdens or compromises the effectiveness of the Town’s network and equipment is strictly prohibited.

Prohibited Uses – In addition to the requirements set forth above, the following uses of Town-owned communication systems and equipment are prohibited. This list is meant to be illustrative, and not exhaustive.

- Any illegal activity;
- Threats or harassment;
- Slander or defamation;
• Transferring, viewing, displaying, storing, distributing, editing, archiving, or recording of any discriminatory message, image, or material, or any obscene, graphic, or suggestive message, image, or material;
• Activity that is in violation of any provisions set forth elsewhere in this Employee Handbook;
• Any unauthorized commercial activity;
• Accessing or attempting to access the data/files of another person, unless otherwise authorized as necessary in the course of performing Town business;
• Using or aiding in the unauthorized use of another person’s password;
• Harming or destroying data/files (other than editing or deleting information in the normal course of one’s job duties);
• Use of non-business software;
• Gambling;
• Use of entertainment software, such as games and puzzles;
• Installation or use of any hardware or software, not authorized by the Town;
• Installation or use of Town-owned hardware or software for any use that is not Town related business;
• Installation or use of any unauthorized or unlicensed hardware or software; and
• Installation of any software containing viruses.

**Internet / Electronic Messaging Requirements**

**Eligibility** – Internet / electronic messaging service may be provided to employees who can demonstrate a work-related reason to have access. Electronic messages (e-messages) include but are not limited to e-mails, text messages, blogs, instant messages and posting to social networking or other sites. Approval must be given by the employee’s Department Head or supervisor, subject to further approval of the Town Supervisor.

**Proper Usage** – In addition to the prohibitions set forth in the above paragraphs, any activities prohibited for any other general computer user are also prohibited with respect to Internet / e-messaging service usage. Employees are expected to communicate in a manner that will reflect positively on both themselves and the Town. Additionally, it is the responsibility of the employee to adhere to the following requirements:

• E-messaging must be used in a professional manner;
• Messages must not be threatening, insulting, obscene, abusive, or derogatory;
• Messages must not include content that constitutes workplace harassment including sexual harassment;
• E-messaging may not be used to transmit chain letters;
• Employees are responsible for saving any e-messages that they want to keep permanently;
• E-messages must not involve personal sales or solicitation or be associated with any for-profit outside business activity;
• E-messages must not involve personal not-for-profit solicitations;
• E-messages must not potentially embarrass the Town;
• Passwords should be kept confidential and not be given to any other person;
• Internet must not be used for the propagation of computer viruses;
• Internet must not be used for personal recreational activities (e.g. online games);
• Participation in non-business Internet chat groups, blogging or instant messaging is prohibited;
• As a security precaution, a workstation must not be left signed onto E-mail or the Internet while unattended for a long period of time (or overnight). Each employee must log off the network when not in use and power down at the end of the day;
• Employee Internet usage and e-messaging may be subject to filtering and may be monitored;
• Employees should be aware that deletion of any E-message or file does not truly eliminate that message or file from the system. All E-mail messages are stored on a central back-up system in the normal course of data management;
• Employees should ensure that no personal correspondence appears to be an official communication of the Town; and
• Employees may not use the Town’s address for transmitting or receiving personal mail or use the Town’s e-mail address for transmitting or receiving personal e-messages.

Disclosure of Information – Employees must bear in mind that e-messages are not private and its source is clearly identifiable. E-messages may remain part of the Town’s business records long after they are deleted. Electronic records, including e-messages, are public records subject to state Freedom of Information Law and will be disclosed upon request unless an exemption to disclose is found to apply. In general, e-messages are subject to discovery in civil lawsuits.

Reliability – Users should be aware that because the internet is a collection of computer networks with no single central authority over information consistency, data is subject to inaccuracies. The Town is not responsible for loss or damage to a user’s data or for the reliability of information that is obtained via the Internet service. Also, this information must be used in accordance with applicable copyright laws.

Reporting of Violations – Anyone with information as to a violation of this policy is to report said information to the employee’s Department Head and the Town Supervisor. Once the employee’s Department Head is informed of the violation, a formal process, consistent with this Employee Handbook, a collective bargaining agreement, and/or applicable law, will begin.

Disciplinary Action – Any employee who violates this policy will be subject to disciplinary action up to and including termination of employment.
512  **Personal Appearance**

**Policy Statement** – It is the policy of the Town that each employee’s dress, grooming and personal hygiene should be appropriate to the work situation.

**Standards** – An employee must maintain a personal appearance in a manner that reflects a good image to the public. Acceptable personal appearance is an ongoing requirement of employment with the Town. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted. Employees should not wear attire that is inappropriate for the work environment.

**Business Casual Day** – The Town Hall has designated Fridays as “casual day”, whereby employees are permitted to dress in a more casual fashion than is normally required. This policy does not apply to employees who are required to wear uniforms or other types of special clothing. On casual days, employees are still expected to present a neat appearance. The Town Supervisor or Department Head reserves the right to notify an employee if dress is deemed to be inappropriate.

**Safety Clothing and Equipment** – Depending on job duties, an employee may be required to wear safety clothing and personal protective equipment (e.g. gloves and safety glasses) as directed by the Department Head or supervisor. If such is the case, the employee must comply with all safety requirements. Employees should refer to the Town’s Safety Manual for specific requirements regarding their own department.

**Uniforms** – An employee may be required to wear a uniform or standardized clothing as directed by the Department Head and/or as provided in a collective bargaining agreement. If such is the case, the employee must comply with all requirements.

513  **Solicitations/Distributions**

**Policy Statement** – It is the policy of the Town to prohibit solicitation and distribution on its premises by non-employees and to permit solicitation and distribution by employees only as outlined below.

**During Working Hours** – An employee may not distribute literature or solicit other employees during working hours without approval from the appropriate Department Head.

**During Meal and Rest Breaks** – With permission from the Department Head, an employee may distribute literature and solicit other employees during meal and rest breaks provided it does not interfere with the normal operations of the department, reduce employee efficiency, annoy fellow employees, or pose a threat to the Town’s security.
514 Disclosure of Information

Policy Statement – The Town of Rotterdam promotes open government and complies with all requirements regarding public access to information. However, the Town recognizes that certain documents, records, and other information pertaining to Town operations and activities contain sensitive and confidential information about Town residents and others who do business with or on behalf of the Town and/or its residents. Such information cannot be photocopied, duplicated, discussed, or otherwise disclosed to any outside party except in accordance with the Freedom of Information Law or any other applicable laws and regulations. An employee is also prohibited from sharing or otherwise disclosing such information with other Town employees, family members or friends who do not have a Town business reason to have such information.

 Responsibility for Security of Confidential Information – Elected Officials, Department Heads and employees are responsible for maintaining the security of documents, records and other information that fall within their department operations. Any request from outside parties for disclosure of information under the Freedom of Information Law or any other applicable laws or regulations must be submitted to the Town Clerk.

Employee Personal Information – An employee should never provide a caller or visitor with confidential information regarding employees, including home addresses and personal telephone numbers. An employee should take the person’s name and telephone number and inform the caller/visitor that a message will be forwarded to the employee.

515 Visitors

Policy Statement – It is the policy of the Town not to allow personal visitors during working hours, except for emergency situations. Visitors are allowed for brief visits during an employee’s meal break as long as such visit does not interfere with Town operations or interrupt other employees who are still working.

516 Purchasing

Policy Statement – The Town has established an official procurement policy that must be followed without exception. No employee shall make purchases for the Town, or use the Town’s name to make purchases, unless so authorized by the Town Board and in adherence to the procedures set forth in the procurement policy.
517  Maintenance of Work Area

Policy Statement – It is the policy of the Town that work areas must be kept safe, clean and orderly at all times.

Employee Responsibility – Employees are responsible for maintaining their work area in a safe and orderly fashion. As such, each employee should, at a minimum, do the following:

- Place coats, boots, umbrellas and other items of clothing in designated areas so that work areas are not unnecessarily cluttered;
- Consume food or beverages in a manner so that work areas are kept free of food and related litter;
- Report any existing or potential workplace hazards and safety violations to the Department Head;
- Abide by the smoking policy as specified in this Employee Handbook;
- Clean and store all tools and equipment and properly store any items, papers or confidential information in a manner prescribed by the Department Head.

Supervisory Responsibility – Supervisors are responsible for having their employees maintain their work areas according to the requirements of this policy. Each supervisor should:

- Make sure that aisles, floors and walls are free from debris and other unnecessary items;
- Monitor the facilities and equipment and issue maintenance requests where appropriate;
- Arrange for the removal of any items from the workplace that are not needed for the flow of business or the enhancement of employee comfort;
- Abide by and enforce the Town’s smoking policy;
- Ensure the proper disposal of all trash and waste.
518 Personal Property

Policy Statement – It is the policy of the Town to ask each employee to refrain from bringing unnecessary or inappropriate personal property to work. The Town recognizes that an employee may need to bring certain items to work. However, employees should take care to ensure that personal property brought to the workplace does not disrupt work or pose a safety risk to other employees.

Personal Liability – An employee is expected to exercise reasonable care to safeguard personal items brought to work. Except as otherwise provided by a collective bargaining agreement, the Town will not repair, replace, or reimburse an employee for the damage or loss of the employee’s personal property. An employee bringing personal property to the workplace does so at one’s own risk.

Security Inspections – Desks, lockers and other storage devices may be provided for the convenience of employees but remain the sole property of the Town. Accordingly, such storage devices, as well as any articles found within them, can be inspected by any agent or representative of the Town at any time, with or without notice. The inspection may be made in the presence of the employee. The Town is not responsible for loss or damage to personal property placed in such storage devices.

519 Town Property

Employee Responsibility – An employee will be responsible for any item issued by the Town which is in the employee’s possession and/or control, such as, but not limited to the following:

- Equipment, including Protective Equipment
- Identification Badges
- Keys
- Uniforms
- Books or other Reference Materials, including this Employee Handbook
- The employee must repair or replace any Town-owned tool or piece of equipment lost or damaged by the employee as a result of negligence or intentional misuse.

Return of Property – Except as otherwise provided by a collective bargaining agreement, all Town property must be returned to the Town before the employee’s last day of work.

520 Unauthorized Work

Policy Statement – An employee may not perform work for any entity other than the Town during the employee’s authorized work hours, or claim that Town work was done when such is not the case. Employees must devote their full scheduled shift to Town business, as assigned.
521 Outside Employment

Policy Statement – It is the policy of the Town that an employee who engages in outside work should be aware that such outside work should not interfere with the employee’s performance standards, pose an actual or potential conflict of interest, or compromise the interests of the Town.

Guidelines – The following guidelines have been established for an employee who engages in outside work.

- An employee will be judged by the same performance standards and will be subject to the Town’s scheduling demands, regardless of any existing outside work requirements.

- If the Town determines that an employee’s outside work interferes with the performance or the ability to meet the requirements of the Town as they are modified from time to time, the employee may be subject to disciplinary action by the Town.

- No Town equipment, supplies, or other material may be used by an employee on other than Town work.

- Outside employment that does or may constitute a conflict of interest is prohibited. An employee may not receive any income or material gain from individuals outside of the Town for materials produced or services rendered while performing the employee’s Town job.

- An employee may not work on outside employment during any period which the employee is regularly scheduled to work for and is paid by the Town. This excludes holidays, vacations, personal time or compensatory time.

- A Town employee who engages in outside work similar to the work performed by the Town must notify the person for whom the work is being performed that such work is being done on the employee’s own time and that the employee is not representing the Town while performing such work.

Employee Responsibility – A Town employee who wishes to engage in outside work within Town limits is responsible for ensuring that the above guidelines are maintained. Questions should be directed to the Department Head.
Social Media

Policy Statement – The purpose of the policy is to provide the framework for employee usage of Social Media, both inside and outside of the workplace. Social Media in general refers to internet based applications that allow for the creation and exchange of user generated content. Examples of Social Media include, but are not limited to: Facebook, Twitter, Tumblr, LinkedIn, Instagram, Pinterest, Reddit, Snapchat, YouTube, web blogs, and web based wikis whereby users can add, modify, or delete its content via a web browser.

Usage – All employees are strictly prohibited from accessing Social Media sites from Town-owned computers or communication systems. The only exception to this rule is when the use is directly pertinent to Town business.

Posting Content on Social Media (regardless of point of access) – The following uses of Social Media are prohibited. These terms pertain to content posted from computers or communication systems that are not Town owned, as well as those that are Town property.

This list is meant to be illustrative, and not exhaustive.

- Disclosing confidential or proprietary information pertaining to matters of the Town that is not otherwise deemed accessible to the general public under the Freedom of Information Law (Public Officers Law Article 6, §§84-90).
- Matters which will imperil the public safety if disclosed.
- Promoting or endorsing any illegal activities.
- Threatening, promoting, or endorsing violence.
- Directing comments or sharing images that are discriminatory or insensitive to any individual or group based on race, religion, gender, disability, sexual orientation, national origin, or any other characteristic protected by law.
- Knowingly making false or misleading statements about the Town, or its employees, services, or Elected Officials.
- Posting, uploading, or sharing images that have been taken while performing duties as an agent of the Town, or while wearing Town uniforms – the only exception to this rule is when it is directly pertinent to Town business and such posting, uploading, or sharing of images is authorized in advance by the appropriate Department Head.
- Representing that an opinion or statement is the policy or view of the Town, or of any individual acting in their capacity as a Town employee or official, or otherwise on behalf of the Town, when that is not the case.
- Posting anything in the name of the Town or in a manner that could reasonably be attributed to the Town without prior written authorization from the applicable Department Head.
- Using the name of the Town or a Town e-mail address in conjunction with a personal blog or Social Media account.

An employee’s Social Media usage must comply with Town policies pertaining to but not limited to Non-Discrimination and Harassment, Confidentiality, Violence in the Workplace, and Substance Abuse. Any harassment, bullying, discrimination, or retaliation that would not be permissible in the workplace is not permissible between co-workers online, even if it
is done after hours, outside of the workplace, using computers or communication systems that are not Town-owned.

Notwithstanding the above, nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment. Nor is it meant to imply any restriction or diminishment of an employee’s right to appropriately engage in protected concerted activity under law, including but not limited to NLRA Section 7 protected communications on non-work time. Town employees have the right to engage in or refrain from such activities as they choose.

**Reporting of Violations** – Anyone with information as to a violation of this policy is to report said information to the appropriate Department Head. Once the Department Head is informed of the violation, a formal process, consistent with this Employee Handbook and/or applicable law, will begin.

**Disciplinary Action** – An employee who violates this policy will be subject to disciplinary action up to and including termination of employment.
ABSENCE POLICIES

Attendance – Notification/Verification

Union employees should refer to the Collective Bargaining Agreement for Attendance – Notification/Verification procedures.

Tardiness – An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event an employee is unable to report to work at the scheduled time, the employee must personally notify the employee’s Department Head prior to the employee’s scheduled starting time. The reason for tardiness and the expected time of arrival must be given. Leaving a message on an answering device is permitted only if it is not otherwise possible to contact the Department Head, unless otherwise stated by departmental policy.

Daily Notification – In the event an employee is unable to report to work, the employee must notify the employee’s Department Head each day of the absence and state the reason for the absence. In the event the absence was pre-authorized, this requirement will be waived.

Scheduled Absences – Requests for scheduled time off, such as the use of vacation leave and personal leave, must be approved by the Department Head in advance. All requests for time off are subject to approval by the employee’s Department Head on a case-by-case basis.

Unscheduled Absences – An employee who is unable to report to work must personally notify the employee’s Department Head prior to the employee’s scheduled starting time. The employee must speak directly with the Department Head, indicating the reason for the absence and when the employee expects to return to work. Asking another person to call in on the employee’s behalf is not permitted. Leaving a message on an answering device is permitted only if it is not otherwise possible to contact the Department Head, unless otherwise stated by departmental policy. Notification requirements may be waived in cases of emergency.

Proper Use of Sick Leave – Sick leave is provided to protect an employee against financial hardship during an illness, injury, or medical procedure. An employee may use sick leave credits for a personal illness, injury, or medical procedure that inhibits the employee’s work. It is important to recognize that paid sick leave can provide income protection and continued medical insurance coverage in the event the employee is unable to work for a long period of time due to illness or injury. Therefore, each employee should take care to manage the use of sick leave to ensure adequate time is available should such a need arise.

Notification of Sick Leave – In the event an employee must take sick leave, the employee must follow the procedures set forth in the Unscheduled Absences section above.

Medical Verification – The Town may require medical verification of an employee’s absence if the Town perceives the employee is abusing sick leave, or has used an excess amount of sick leave, or when an employee is absent for more than three consecutive workdays due to an illness or injury. If an employee is on an authorized leave of absence, the provisions of the Family and Medical Leave Policy in this Employee Handbook shall apply.
Abuse of Sick Leave – An employee who, after investigation, is found to have abused the use of sick leave or falsifies supporting documentation, will be subject to disciplinary action.

Bereavement Leave Verification – An employee who requests bereavement leave (family death) must furnish a copy of the obituary or other acceptable legal document to the Department Head as proof of entitlement to the leave. The Department Head must then attach the documentation to the employee’s corresponding time sheet for submission to the Payroll Department.

Unexcused Absences – Notification of an absence to an employee’s Department Head does not automatically mean the absence is authorized. Any time off from work that is without approval of an employee’s Department Head is considered an unexcused absence. An unexcused absence is without pay and may result in disciplinary action, up to and including termination.

Early Departure – In the event an employee must leave work during the workday, the employee must receive permission from the employee’s Department Head prior to leaving.

Documentation of Absences – An employee may be required to provide appropriate documentation in justification of any absence.

601a Leaving the Premises During Work Hours

Leaving the Premises – An employee must obtain prior approval from the employee’s Department Head to leave an assigned worksite during working hours due to a non-work related reason. An employee who leaves an assigned worksite during the workday due to business reasons must notify the employee’s supervisor in accordance with department policy.
**Jury Duty Leave**

**Jury Leave** – In the event a full-time or part-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive paid jury duty leave. Such leave will not be subtracted from any of the employee’s leave credits. An employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee’s full pay during jury duty. If the employee receives a jury stipend from the courts, such amount must be reimbursed to the Town. An employee can collect and keep any mileage or parking expense reimbursement that may be issued by the court system for performing jury duty.

The Town shall pay a temporary or seasonal employee up to $40 of the employee’s wages for the first three days the employee serves jury duty if on those days the employee is scheduled to work for the Town. After the first three days, the employee may be eligible for a stipend issued by the court system if the employee continues to serve on jury duty.

**Notification and Reporting of Jury Duty** – When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the employee’s Department Head. A jury duty voucher must be attached to the employee’s time sheet for each day during which jury duty is actually served. The time spent on jury duty should be indicated on the time sheet in the “other” column of the “Time Taken” section, not in the “Time Worked” section.

**Return to Duty** – In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee’s scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

**Accrual of Benefits** – The Town will continue to provide health insurance benefits for an eligible employee during the jury leave. Vacation leave, sick leave and holiday benefits will continue to accrue during jury duty leave.

**Military Leave and Military Leave of Absence**

**Military Leave (New York State Law)** – This section refers only to a paid leave for military service under New York State Law and does not affect an employee’s entitlement to leave needed for military service under federal statute. The Town of Rotterdam recognizes the importance of the Military Reserve and National Guard, and will permit any employee the use of military leave to perform ordered military duty or required training. The Town will grant such leave with pay for up to twenty-two workdays or thirty calendar days in a calendar year, whichever is greater. Such military leave beyond the twenty-two workdays or thirty calendar days in a calendar year will be unpaid, however accumulated vacation leave may, at the employee’s option, be used at any time during the leave. In accordance with applicable New York State law, the employee may keep all pay received for military service.

**Military Leave of Absence (Federal Law)** – An unpaid leave of absence for a period of up to the federal statutory limits will be granted to an employee to serve in any of the Armed Forces of the United States. The employee’s accumulated vacation leave may, at the employee’s option, be used at any time during such leave of absence.
Leave For Military Spouses (New York State Law) – In accordance with NYS Labor Law §202-i, the Town will grant an unpaid leave of absence of up to ten days to an employee (who works an average of twenty hours per week) whose spouse is a member of the armed forces of the United States, National Guard, or reserves who has been deployed during a period of military conflict, to a combat theater or combat zone of operations. This leave shall only be used when the employee’s spouse is on leave from such deployment. This does not preclude the employee’s option to use available paid leave upon approval of the employee’s Department Head.

604 Leave for Cancer Screening

Policy – The Town of Rotterdam complies with New York State Civil Service Law §159-b which entitles all Town employees to paid leave for a cancer screening procedure. This leave will not be charged against any available leave with pay, sick, compensatory or other leave accruals. This does not preclude an employee’s option to use other available paid leave for this same purpose.

Allowance – An employee will be allowed four hours of paid leave per year for a cancer screening procedure. Such paid leave will be accrued as of January 1 each year. If the employee does not exercise his/her rights to the leave, those hours are not carried forward to the next year. The allowed leave time may include the travel time to and from the appointment and any subsequent follow up consultation visits. In addition, the allowed leave may be staggered throughout the year until the maximum allowance has been reached.

Scheduling – An employee must receive prior approval from the employee’s Department Head to take leave for this purpose. The request for leave should be submitted to the Department Head in writing a minimum of two days in advance. The Department Head will have total discretion in the approval of this leave, but will not unreasonably deny such request.

Documentation Requirements – If an employee applies for paid leave for a cancer screening procedure under this policy, documentation must be provided to the Department Head from the health care provider verifying that the absence from the workplace was for cancer screening. If an employee uses any other available leave for a cancer screening procedure, the provisions of the applicable leave policy (e.g. sick, personal, vacation, compensatory) will apply; there is no requirement in such a case to provide specific documentation regarding cancer screening.
605 **Leave for Blood or Bone Marrow Donations**

**Policy** – The Town of Rotterdam complies with New York State Labor Law §§202-a and 202-j which entitles Town employees who work an average of twenty hours or more per week time off from work to donate blood and/or to undergo a medical procedure to donate bone marrow. This leave of absence will not be charged against any available sick, vacation, personal, compensatory or other leave accruals. The leave allowed under this policy is unpaid, however, this does not preclude an employee’s option to use available paid leave for this same purpose.

**Blood Donation Allowance** – An employee may take unpaid leave of up to three work hours per year for blood donation. Such leave will be accrued as of January 1 each year. If the employee does not exercise his/her rights to this leave, those hours are not carried forward to the next year. The allowed leave may include the travel time to and from the appointment. The Town may require the employee to provide proof of blood donation.

**Bone Marrow Donation Allowance** – An employee may take unpaid leave to donate bone marrow as well as to recover from the procedure and for resulting medical care. The employee’s physician will determine the amount of leave required by the employee. However, the leave may not exceed 24 work hours unless additional leave is agreed to by the Town. There is no limitation on how frequently an employee may take such leave. The Town may require the employee to provide proof of bone marrow donation.

**Scheduling** – An employee must receive prior approval from the employee’s Department Head to take leave for this purpose. The request for leave should be submitted to the Department Head in writing a minimum of two days in advance. The Department Head will have total discretion in the approval of this leave, but will not unreasonably deny such request.
606 Family and Medical Leave Policy

Statement of Compliance – The Town of Rotterdam complies with the provisions of the Family and Medical Leave Act (FMLA) and Civil Service Law when administering leaves under this policy.

Summary – FMLA entitles an eligible employee to a maximum of twelve workweeks (defined by the employee's normal workweek) of job-protected, unpaid leave in any twelve month period for certain family and medical reasons. The twelve-month period is a rolling period measured backward from the date an employee uses any FMLA leave. The FMLA also provides an eligible employee with up to twenty-six weeks of Service Member Family Leave to care for a covered servicemember (limited to a single twelve-month period). At the conclusion of a leave of absence under the FMLA, the employee will be restored to the position the employee held when the leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the employee returns to work immediately following such leave.

Eligibility – To be eligible for an unpaid leave under FMLA, an employee must meet the following requirements:

- The employee must have worked for the Town for at least twelve months before the leave request (these need not be consecutive);

- The employee must have worked for the Town for at least 1,250 hours during the previous twelve months prior to the date the leave commences; and

- The employee must work at or report to a worksite which has fifty or more employees or is within seventy-five miles of worksites that taken together have a total of fifty or more employees.

Types of FMLA Leave – Eligible employees will be afforded up to twelve weeks of unpaid leave under FMLA under the following circumstances:

- Upon the birth of the employee’s child and to care for the newborn child;

- Upon the placement of a child with the employee for adoption or foster care and to care for the newly placed child;

- To care for the employee’s spouse, son, daughter or parent who has a serious health condition;

- Because of the employee’s own serious health condition which makes the employee unable to perform one or more of the essential functions of his or her job; and

- Because of any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the employee’s spouse, son, daughter or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation.
Servicemember Family Leave – Eligible employees will be afforded up to twenty-six weeks of leave to care for the employee’s spouse, son, daughter, parent, or nearest blood relative who is a recovering servicemember. This leave shall only be available during a single twelve-month period. During this single twelve-month period, the employee shall be entitled to a combined total of twenty-six workweeks of caregiver leave described in this section and the Types of FMLA Leave section described above. Nothing in this paragraph shall be construed to limit the availability of FMLA leave provided under the Types of FMLA Leave section above.

Definitions – The following terms are fully defined in the Federal Regulations on the Family and Medical Leave Act, 29 CFR Part 825. For the purpose of this policy, the following definitions will apply:

- **Serious Health Condition** will mean an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility including any period of incapacity (as contained in the Federal Regulations), or any subsequent treatment in connection with such inpatient care; or continuing treatment by a health care provider, including, but not limited to:

  * A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity that also involves continuing treatment by a health care provider;

  * A period of incapacity due to pregnancy or prenatal care;

  * A period of incapacity or treatment for such incapacity due to a chronic serious health condition;

  * A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or

  * A period of absence to receive multiple treatments, including any period of recovery, by a health care provider, or by a provider of health care services under orders of or on referral by a health care provider, for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

- **Health Care Provider** will mean and refer to a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or any other person defined in the FMLA regulations capable of providing health care services.

- **Family Member** will mean and refer to:

  * **Spouse** – husband or wife as defined or recognized under State law for purpose of marriage;

  * **Parent** – biological parent or an individual who stands or stood in *loco parentis* to an employee when the employee was a son or daughter as defined in directly below. This term does not include an employee’s parents "in law";
* Child – biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen, or age eighteen or older and “incapable of self-care (as defined in the Federal Regulations) because of a mental or physical disability”. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

Notification Requirements – If the need for leave is foreseeable, the employee must give notice, in writing, to the Department Head and the Payroll Office at least thirty calendar days prior to the commencement date of the unpaid leave. The employee must complete their applicable sections of the Family And Medical Leave Act Request Form and forward the completed form to the Payroll Office for review and final authorization. The failure of an employee to give thirty days’ notice of foreseeable leave with no reasonable excuse for the delay may result in the delay of the employee taking the FMLA leave until thirty days from the date of notice. When the need for leave is unforeseeable, verbal notice to the employer will be sufficient.

Status Reports – The employee must periodically update the appropriate Department Head as to the employee’s status and intent to return to work.

Medical Certification – The employee must produce a medical certification issued by a health care provider which supports the need for a leave under this policy. When required, the employee must provide a copy before the leave begins, or if the leave was unforeseeable, fifteen calendar days from the date the certification was requested. Failure to submit medical certification may jeopardize the employee’s eligibility for an unpaid leave of absence and/or the ability to return to work. Medical certification forms are available from the Payroll Office. The medical certification must include:

- The date the medical condition began;
- The probable duration of the medical condition;
- Pertinent medical facts; and,
- An assertion that the employee is unable to perform the employee’s essential job functions or that the employee is needed to care for a family member for a specified period of time.

The Town of Rotterdam reserves the right to request a second opinion by another health care provider. The Town will pay for the second opinion. In the event a conflict occurs between the first and second opinion, the Town may, again at its own expense, obtain a third opinion from a health care provider approved jointly by the Town and the employee. This third opinion will be final and binding.

Leave for the Birth and Care, Adoption or Foster Care Placement of a Child – Leave for the birth and care of a child or the placement of a child for adoption or foster care must conclude within twelve months of the birth or placement.

Certification for Adoption/Foster Care – An employee must produce proper certification from the appropriate agency for an unpaid leave for the adoption or foster care of a child.
Employment Restrictions During Leave of Absence – While on an approved leave, the employee may not be employed by another employer during the same hours that the employee was normally scheduled to work or may be required to work for the Town of Rotterdam.

Benefits During a Leave of Absence – For the purpose of this policy, the following will apply:

- **Use of Accrued Paid Leave Credits** - An employee taking leave for the **employee’s own serious health condition** has the option of using paid sick, vacation, personal and compensatory time which will be included in the maximum twelve weeks of leave. An employee taking leave for the **employee’s birth, adoption or foster placement of a child or to care for a spouse, child or parent with a serious health condition** has the option of using paid vacation, personal and compensatory time which will be included in the maximum twelve weeks of leave. The substitution of paid leave for unpaid FMLA leave does not extend the twelve-week period. For additional information regarding the use of paid leave accruals, refer to the paragraph titled **Workers’ Compensation and Short-Term Disability Benefits** below.

- **Accrual of Paid Leave Credits** - An employee will continue to accrue vacation and sick leave and receive holiday pay during the portion of the leave that is paid. **Paid leave is defined as leave during which the employee continues to use accumulated paid leave including vacation, sick, personal and compensatory time.** After all such paid leave is exhausted, the remaining leave of absence is unpaid. An employee will not receive holiday pay for any holidays that may occur during an unpaid leave of absence. An employee will not earn sick leave or vacation credits during any unpaid leave of absence.

- **Medical Insurance** - During the period of authorized FMLA leave, an employee’s eligibility status for medical insurance coverage will not change. All employee contributions (if any) must be paid on a timely basis in order to maintain the continuous coverage of benefits. Contributions will be at the same level as if the employee was working. Coverage will cease if payments are not made within a thirty-calendar day grace period of the due date. Premium payments or policy coverage are subject to change. In the event the employee fails to return to work after the authorized leave of absence period has expired, the Town may recover the premium that it paid for maintaining the coverage during any period of the unpaid leave except for the following circumstances:
  * The continuation, recurrence, or onset of a serious health condition of the employee or the employee’s eligible family member with proper medical certification; or,
  * Circumstances beyond the employee’s control, such as: parent chooses to stay home with a newborn child who has a serious health condition; employee’s spouse is unexpectedly transferred to a job location more than 75 miles from the employee’s work-site; the employee is laid off while on leave.
Workers’ Compensation and Short-Term Disability Benefits – Leaves taken under the Workers’ Compensation Law or the Town’s Short-Term Disability Policy may invoke the FMLA if the employee meets the eligibility criteria outlined in the eligibility section and the Town designates such leave as FMLA leave and properly notifies the employee of such designation. In accordance with the FMLA, if an employee has elected to receive workers’ compensation benefits or short-term disability benefits, the Town cannot require the employee to substitute paid leave credits during this period of leave. If the workers’ compensation leave or short-term disability leave has been properly designated as FMLA leave by the Town, it can be counted against the employee’s FMLA leave.

In addition to leave provided under the Family and Medical Leave Act, employees may be eligible for a leave of absence pursuant to Civil Service Law Section 71. Section 71 provides that covered employees shall be entitled to a leave of absence for at least one cumulative year (unless found to be permanently disabled) when disabled due to an occupational injury or disease as defined in the Workers’ Compensation Law. This leave runs concurrently with the designated Family and Medical Leave. Employees should consult with the Payroll Office for further details regarding this provision.

Return to Work – The following conditions for returning to work will apply:

- **Job Restoration** - At the conclusion of the leave of absence, (except for leaves beyond a one-year period) the employee, provided that the employee returns to work immediately following such leave, will be restored to the position the employee held when the leave began, or an equivalent position with equivalent benefits, pay and working conditions. For authorized leave of absences beyond the one-year period, job restoration will be dependent upon job availability, in accordance with Civil Service Law Sections 71, 72 and 73 and the Schenectady County Civil Service Rules as applicable.

- **Medical Statement** - Before resuming employment, an employee must submit a statement from the employee’s health care provider indicating that the employee is able to return to work either with or without restrictions.

- **Early Return** - An employee who intends to return to work earlier than anticipated must notify the Department Head at least five business days prior to the date the employee is able to return. The Department Head shall in turn notify the Payroll Office.

- **Extension of Unpaid Leave of Absence** - An employee who wants an extension of the leave originally requested must notify the employee’s Department Head at least two business days from the date the change occurred which necessitates the change in leave time. The Town Supervisor or his or her designee reserves the right to approve all leave extensions.
607 Unpaid Leave of Absence

Policy Statement – Subject to the approval of the Town Board, unpaid leaves of absence other than under the Family and Medical Leave Policy may be available to an employee for personal reasons including, but not limited to, family responsibilities and education. The procedures for such a leave will be in accordance with the applicable collective bargaining agreement.
700 **COMPENSATION**

701 **Wage and Salary**

**Rate of Pay** – An employee’s rate of pay will be established by the Town Board.

**Longevity Recognition** – After a full-time employee has completed the required number of years of service, the employee may receive as determined and established by the Town Board. Further details are available from the Comptroller’s Office.

**Union Employees** – An employee who is a member of a collective bargaining unit is not covered by the Wage and Salary provisions set forth above and should refer to the applicable collective bargaining agreement.

702 **Overtime**

**Authorization** – A Department Head may require an employee to work additional hours beyond the employee’s normal workday and workweek. An employee must receive prior approval from the employee’s Department Head or supervisor before working additional hours.

**FLSA Non-Covered and Exempt Employees** – In accordance with the Fair Labor Standards Act, FLSA non-covered and exempt employees will not be paid for overtime nor receive “compensatory time” for any hours worked in excess of the employee’s normal workday or workweek.

**FLSA Non-Exempt Employees** – In accordance with the Fair Labor Standards Act, an FLSA non-exempt employee will be paid one and one-half times the employee’s regular hourly rate of pay for all authorized time worked over forty hours in a given workweek.

**Credit for Paid Leave** – All authorized paid leave time taken will be counted as time worked for the purpose of computing overtime.

**Union Employees** – An employee who is a member of a collective bargaining unit shall receive overtime compensation in accordance with the overtime provision of the applicable collective bargaining agreement and is also subject to the provisions of the FLSA.

703 **Pay Period and Check Distribution**

**Payroll Period** – Normally, employees are paid on a bi-weekly basis. An employee’s paycheck will be based on the amount earned during the preceding payroll period. Certain employees may be paid on a different schedule as established by the Town Board.

**Payday** – Under normal circumstances, paychecks will be issued on a Thursday. In the event the payday is a designated holiday, paychecks will be distributed on the previous workday.
**Distribution** – The Payroll Clerk will deliver paychecks to the Department Heads for further distribution to employees.

**Direct Deposit** – The Town provides a direct deposit option for employees. If elected, the paycheck will be deposited directly into the employee’s account at the designated financial institution. The employee must submit a signed, written authorization for direct deposit to the Payroll Clerk.

**Authorized Check Release** – The Department Head will not release a paycheck to anyone other than the employee unless the employee has submitted a signed, written authorization with the Payroll Clerk.

**704 Payroll Deductions**

**Statutory Deductions** – The required portion of an employee’s pay for federal and state taxes, and any other deduction required by law, will be deducted from the employee’s paycheck. Such deductions will be noted on the paycheck.

**Voluntary Deductions** – Payroll deductions provided through the Town’s payroll system will be made from an employee’s paycheck when authorized by the employee. Such deductions will be noted on the paycheck.

**705 Deferred Compensation Plan**

**Summary** – The Town of Rotterdam has established a Deferred Compensation Plan whereby a portion of an employee’s salary may be voluntarily withheld and invested. The money saved is paid out to the employee at a later date, generally during retirement years. Neither the deferred amount nor earnings on investments are subject to current Federal and State Income Taxes. Taxes become payable when the deferred income plus earnings are distributed to the employee, presumably at retirement when the tax bracket may be lower. A description of the plan may be obtained from the Comptroller’s Office.
800  EMPLOYEE BENEFITS

801  Paid Leave

Eligibility – Full-time Town employees who are not members of a collective bargaining unit are provided with paid leave (e.g. vacation, sick, personal, holiday, bereavement) as established and authorized by the Town Board. Full details are available from the Comptroller’s Office. Union employees are provided with paid leave in accordance with the applicable collective bargaining agreement.

802  Health Insurance

Eligibility – Full-time Town employees who are not members of a collective bargaining unit are provided with health insurance coverage as established and authorized by the Town Board. Full details are available from the Comptroller’s Office. Union employees are provided with health insurance coverage in accordance with the applicable collective bargaining agreement.

803  Continuation of Health Insurance Benefits (COBRA/NYS Continuation Coverage)

Summary – The federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) offers “qualified beneficiaries” the right to continue existing health insurance coverage, completely at their own expense, under certain qualifying conditions. All required premiums and administrative fees must be paid in a timely manner in order for coverage to continue.

NYS Continuation Coverage – For purposes of this policy, references to COBRA will be considered to incorporate the requirements for “Continuation Coverage” set forth in NYS Insurance Law, which provides enhancements over and above the provisions of COBRA.

Eligibility – An individual is a “qualified beneficiary” if the individual is covered under a group health plan on the day before a qualifying event as either a covered employee or Elected Official, the spouse of a covered employee or Elected Official, or a dependent child of a covered employee or Elected Official. A child who is either born to or who is placed for adoption with the covered employee or Elected Official during a period of COBRA coverage is also a “qualified beneficiary” entitled to COBRA coverage.

Period of Coverage – COBRA coverage is in effect for a period of up to thirty-six months, following any qualifying event. The COBRA requirements do not put any limit on the number of times a qualified beneficiary may be entitled to COBRA continuation coverage.

Qualifying Events – If a qualified beneficiary loses coverage under a group health plan as a result of a “qualifying event,” the qualified beneficiary is entitled by COBRA to the continuation of group health insurance coverage at the qualified beneficiary’s own expense. Any of the following circumstances are considered to be qualifying events:
- Termination of the covered employee’s (or Elected Official’s) employment for any reason except gross misconduct, or the covered employee’s loss of eligibility to participate due to reduced work hours.

- When a covered employee is on a leave of absence due to military service obligations.

- Death of a covered employee or Elected Official.

- Divorce or legal separation from a covered employee or Elected Official.

- A covered dependent ceases to be a "dependent child" under the health insurance plan.

- A covered dependent child's loss of eligibility to participate in the insurance plan due to the covered employee or Elected Official becoming covered by Medicare as a result of total disability or choosing Medicare in place of the insurance plan at age sixty-five.

**Change in Beneficiary Status** – An employee or Elected Official must notify the Comptroller’s Office within sixty calendar days of a legal separation or divorce or when a dependent is no longer eligible for insurance due to the age limitations or educational status requirements established by the insurance plan. The Town will not be responsible for any loss of coverage resulting from failure by the employee or Elected Official to give notification of such an event.

**Enrollment Information** – The Comptroller’s Office will provide the employee or Elected Official with the enrollment forms and assist with the administrative and operational aspects of COBRA. **Enrollment is not automatic. The employee or Elected Official must complete the necessary enrollment forms and return all COBRA forms to the Comptroller’s Office within the time indicated.** If the required forms or premium payments are not received at the time specified, medical insurance coverage will cease.
**Short-Term Disability Benefits**

**Eligibility** – A full-time employee is currently provided with short-term disability coverage in accordance with this policy. A part-time, temporary, or seasonal employee is not eligible for paid short-term disability coverage. This benefit is to supplement loss of time from work due to a qualified non-job related illness or injury.

**When Coverage Begins** – Coverage will begin on the employee’s first day of employment, provided the employee meets all eligibility requirements.

**Disability Payments** – Disability payments will be in accordance with the terms of the policy. The duration of disability benefits is dependent upon a physician’s certification and consistent with the terms of the policy. There may be a waiting period before an employee can become eligible for disability payments. Full details regarding the policy currently in effect are available from Town Supervisor’s Office.

**Premium Payment** – The Town will pay the full premium for short-term disability coverage for each eligible employee.

**Reporting of Illness or Injury** – The employee must submit a written report of the illness or injury on the proper application form to the employee’s Department Head and the Town Supervisor’s Office within twenty-four hours of the occurrence. The Town Supervisor’s Office will provide the employee with the necessary forms. Proper medical certification will be required and must be submitted with the application form.

**Use of Sick Leave Credits** – An employee may draw from the employee’s sick leave credits in conjunction with disability payments to equal, but not exceed, the employee’s regular daily rate of pay.

**Medical Insurance Coverage** – The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Family and Medical Leave Policy in this Employee Handbook.
**805 Workers' Compensation Benefits**

**Coverage** – The Town will make available Workers' Compensation benefits, including payment of medical costs and replacement of lost wages up to the regulated maximum, to each eligible employee who suffers an accidental injury arising out of and in the course of employment, as determined by the Workers’ Compensation Board. Eligibility for coverage is determined by applicable Workers’ Compensation regulations.

**When Coverage Begins** – Coverage will begin on the employee’s first day of employment, provided the employee meets all eligibility requirements.

**Premium Payment** – The Town will pay the full premium for Workers’ Compensation coverage for each eligible employee.

**Reporting of Injury** – The employee must report any accidental injury arising out of and in the course of employment to the Department Head immediately after the occurrence of the injury. The Department Head will notify the Clerk to the Supervisor who will complete and submit the required forms.

**Use of Sick Leave Credits** – An employee may draw from the employee’s sick leave credits in conjunction with Workers’ Compensation payments to equal, but not exceed, the employee’s regular daily rate of pay.

**Medical Insurance Coverage** – The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Family and Medical Leave Policy in this Employee Handbook.

**806 Unemployment Benefits**

**Coverage** – The Town will make available unemployment benefits to each employee ruled eligible for benefits under New York State labor law.

**807 Social Security**

**Summary** – Social Security benefits are available for retirement, survivor's benefits, and medical costs under qualifying conditions, as determined by the Federal Social Security Administration Office. Employee contributions to Social Security (FICA) are matched by the Town.
The New York State Employees' Retirement System

Summary – The Town will make available the New York State Employees' Retirement System pension plan to each eligible employee and Elected Official. An employee or Elected Official is eligible for service retirement benefits after five years of creditable public sector service. In the event an employee or Elected Official leaves after five years of service but prior to retirement age, such employee Elected Official may receive a benefit at retirement age related to those years as a public sector employee or Elected Official.

Mandatory Membership – A full-time employee who began employment with the State of New York or with a participating employer, on or after July 27, 1976, must join the Retirement System. An employee who is appointed to a permanent, full-time position on a probationary basis must join the Retirement System on the effective date of the probationary appointment. Employment is considered full-time unless:

- The employee works less than thirty hours per week, or less than the standard number of hours for full-time employment as established by the employer for this position; or
- The annual compensation for the position is less than the State's minimum wage multiplied by 2,000 hours; or
- Duration of employment is for less than one year or employment is on a less than a 12 month per year basis; or
- The position is either provisional or temporary under Civil Service Law.

Optional Membership – An employee or Elected Official who is not mandated to join may join the Retirement System. Such employee or Elected Official will be informed, in writing, that the employee or Elected Official may join the Retirement System and will acknowledge receipt of such notice by signing a copy thereof and returning it to the Clerk to the Supervisor. If the employee or Elected Official elects to join the Retirement System, the employee or Elected Official must complete the application form and return it to the Clerk to the Supervisor.

Waiver of Enrollment – An employee who is not mandated to join the Retirement System, and who chooses not to join, must complete a waiver of enrollment form.

Police and Fire Retirement System

Summary – The Police and Fire Retirement System covers all sworn personnel in the Police Department. The Town will contribute 100% of the cost associated with this plan. All full-time and part-time police officers must become members of the Police and Fire Retirement System effective on the first day of employment, unless otherwise excepted in accordance with the provisions of that plan.
900 COMPLIANCE POLICIES

901 The Americans with Disabilities Act

Policy Statement – It is the policy of the Town of Rotterdam to comply fully with the provisions and spirit of the Americans with Disabilities Act and ensure equal employment opportunity for all qualified persons with disabilities. All employment practices, such as recruitment, hiring, promotion, demotion, layoff and return from layoff, compensation, job assignments, job classifications, paid or unpaid leave, fringe benefits, training, employer-sponsored activities, including recreational or social programs, will be conducted so as not to discriminate unlawfully against persons with disabilities. This also extends to prohibit unlawful discrimination based on a person’s relationship or association with a disabled individual. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) along with work assignments, classifications, seniority, leave, and all other forms of employment compensation or advantage.

Reasonable Accommodation – Reasonable accommodation is available to all qualified employees and applicants with disabilities, unless it imposes an undue hardship on the Town and/or operations of a program. The Town may require medical documentation or other information necessary to verify the existence of the disability and the need for accommodation. Following receipt of an accommodation request, the Town will meet with the requestor to discuss and identify the precise limitations resulting from the disability and the potential accommodation(s) that the Town might make to help overcome those limitations.

The Town will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodations(s), and the accommodation’s impact on Town operations.

Pre-Employment Inquiries – Pre-employment inquiries are made only regarding an applicant’s ability to perform the duties of the position and not any disabling condition. Pre-employment physical exams will only be requested when in compliance with the law. The Town of Rotterdam intends to base employment decisions on principles of equal employment opportunity and nondiscrimination, as defined by law.

Notification of Policy Violations – An employee should immediately report any perceived violation of this policy to the employee’s Department Head. In the event the employee is unable to discuss this matter with the Department Head, the complaint should be reported in writing to the Town Supervisor or any member of the Town Board. All complaints of possible violations will be investigated discreetly and promptly. An employee who reports a possible violation will not suffer adverse employment consequences as a result of making the complaint. This procedure is not intended to restrict an individual’s rights to make a complaint to a federal or state agency.

Application of Policy – This policy is for Town use only and does not apply in any criminal or civil proceeding. This policy shall not be construed as a creation of higher legal standard of safety or care in an evidential sense with respect to third party claims. Violations of this policy will only form the basis for Town administrative action. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting.
Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

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

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

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

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

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

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

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

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

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual’s sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient’s job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.
Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

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

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.

- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.

- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.

- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.

- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;

- reported that another employee has been subjected to harassment or discrimination;

- encouraged a fellow employee to report harassment or discrimination;

- participated in a workplace investigation regarding harassment or discrimination;

- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

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

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

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

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

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

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

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees’ rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered. Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town’s internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.
TOWN OF ROTTERDAM
COMPLAINT FORM
DISCRIMINATION AND HARASSMENT (INCLUDING SEXUAL HARASSMENT)

This form is to be used to document any complaint of alleged discrimination and/or harassment, including sexual harassment, as outlined in the policy. Once you complete this form, please submit it to the appropriate individual as outlined in the policy. If you are more comfortable reporting the allegations verbally or in another manner, refer to your policy for guidance. Once you submit this complaint, the Town will commence an investigation pursuant to its policy.

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<th>Name of Complainant:</th>
<th>Department:</th>
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<th>Name(s) of individual engaging in alleged discrimination and/or harassment including sexual harassment:</th>
<th>Department:</th>
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Describe the specific incident of discrimination and/or harassment alleged. Describe each incident separately, including dates, times and locations. If you cannot remember exact dates, times or locations, provide approximations. Use additional pages if necessary.

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<th>Are there others who may have witnessed this alleged discrimination and/or harassment? If so, provide their name(s):</th>
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</table>
Are there others who may have experienced similar alleged discrimination and/or harassment by the individual named above? If so, provide their name(s).

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<th>Are there others who may have experienced similar alleged discrimination and/or harassment by the individual named above? If so, provide their name(s).</th>
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Did you tell anyone about your experience after the alleged incident(s)? If yes, provide their name(s).

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<th>Did you tell anyone about your experience after the alleged incident(s)? If yes, provide their name(s).</th>
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Did you speak to the individual named in this report about the alleged discrimination and/or harassment? If yes, what was his or her response?

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<th>Did you speak to the individual named in this report about the alleged discrimination and/or harassment? If yes, what was his or her response?</th>
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Complainant Signature*: ______________________________________________

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Print Name: ______________________________________________

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Job Title: ________________________________________________

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<th>Job Title: ________________________________________________</th>
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*I understand that the Town of Rotterdam prohibits any individual from retaliating against me for filing a complaint and that I am to report such retaliation pursuant to the Town’s policy.

Signature of Person Receiving Complaint: __________________________

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<th>Signature of Person Receiving Complaint: __________________________</th>
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Date: _________________________

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Job Title: __________________________

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Violence in the Workplace

Policy Statement – The Town of Rotterdam is committed to providing its employees a work environment that is safe, secure, and free of harassment, threats, intimidation and violence. “Violence” includes physically harming another, fighting, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. The Town also considers the safety of its residents, vendors, contractors, and the general public (“visitors”) to be of paramount importance and strives to provide them the same type of protections while on Town property.

Workplace Violence Prevention Program – In accordance with the New York State Workplace Violence Prevention Act, the Town of Rotterdam has developed a Workplace Violence Prevention Program. As a part of this program, the Town conducted a comprehensive risk evaluation of the entire workplace and will conduct annual reviews to identify risk factors that may increase the likelihood of workplace violence and implement measures to minimize or eliminate these hazards. In order to achieve this goal, the Town encourages the participation and cooperation of employees and their authorized employee representative(s). A copy of the program is available from the Town Supervisor’s Office.

Prohibited Conduct – The Town will not tolerate any acts of violence and will take all reasonable and practical measures to prevent violence and protect employees and visitors from acts of violence. This includes but is not limited to threatening or violent actions by:

1. Employees directed against other employees or Town property.
2. Employees directed against visitors.
3. Visitors directed against Town employees or Town property or facilities.
4. Individuals who are conducting Town business in an off-property location.

Employees are prohibited from possessing firearms or weapons of any kind while on Town premises; in Town vehicles while conducting business for the Town; or at work sites, or any other location during working hours or while representing the Town, regardless of whether the person is licensed to carry the weapon. Weapons include guns, knives, explosives, and other items with the potential to inflict harm. The only exceptions are law enforcement personnel and security personnel. If any employee has knowledge of another employee’s possession of a weapon, that knowledge should be reported to a supervisor or Department Head as soon as possible. Employees are prohibited from using Town resources or equipment to perform harassing or threatening acts or acts of domestic violence.

Reporting Requirements – Any incident of workplace violence or imminent danger must be promptly reported to the Department Head or any member of the Hazard Reduction Team as outlined in Section 2 (Employee Responsibility) of the program manual.

Policy Violations – Violations of this policy will result in appropriate remedial, disciplinary, and/or legal action, according to the circumstances.

Prohibition Against Retaliation – An employee will not be subject to criticism, reprisal, retaliation, demotion, discrimination, disciplinary action, or other adverse employment action for making a good faith report of acts pursuant to this policy.
Policy Statement – It is the policy of the Town of Rotterdam that the unlawful manufacture, distribution, dispensation, possession, or use of an illegal controlled substance as defined in the Federal Drug-Free Workplace Act, is prohibited on the job or at the workplace.

Coverage – The Town of Rotterdam’s Drug-Free Workplace Policy pertains to all individuals who are employed by the Town of Rotterdam.

Compliance with Federal Drug-Free Workplace Act – The Federal Drug-Free Workplace Act of 1988 is applicable to all recipients of Federal grants. In order to receive federal funds, the Town must certify to the granting Federal agency that it will provide a drug-free workplace in accordance with the legislation. As a recipient of Federal grants, the Town hereby complies with the requirements of the Drug-Free Workplace Act by adopting this policy and drug-free awareness program:

Prohibited Conduct – No employee shall use, sell, distribute, dispense, possess, or manufacture any alcoholic beverage, illegal drugs, or any other intoxicating substance, nor be under the influence of such, while on duty, at any job site or workplace, or in a Town vehicle, a vehicle leased for Town business, or a privately owned vehicle being used for Town business. An employee who, after investigation, is found to have violated this prohibition may be referred for counseling or rehabilitation and satisfactory treatment and will be subject to criminal, civil and disciplinary penalties, up to and including termination of employment. Any work-related accident or injury involving a Town vehicle, equipment, and/or property where it can be demonstrated that the use of alcohol, illegal drugs, or any other intoxicants may have been a contributing factor will result in disciplinary action which may include penalties up to and including termination of employment.

Use of Prescription and Over-the-Counter Drugs – Prescription drugs must be in the possession of the individual to whom the prescription was written, taken in the dosage prescribed, and maintained in their original containers. Employees in public safety or safety-sensitive positions must inform their supervisors of any prescription or legal, nonprescription (i.e., over-the-counter) drugs they are currently taking that could in any way affect or impair the employee’s ability to perform the job safely. The legal use of prescribed and over-the-counter drugs is permitted on the job only if it does not impair an employee’s ability to perform the job safely and if it does not affect the safety or well being of other individuals in the workplace.

Non-Discrimination Policy – The Town of Rotterdam will not discriminate against an applicant or employee because of past substance abuse provided it can be demonstrated that the applicant/employee has received appropriate treatment and tests negative for controlled substance use. It is the current use of alcohol and controlled substances that will not be tolerated in the workplace.

Employee Assistance – It is the policy of the Town to work with an employee suffering from substance abuse so that the employee will receive assistance necessary to overcome dependency. An employee seeking such assistance is encouraged to contact the employee’s Department Head to discuss the situation before problems begin to surface in the workplace. Any disclosures made by an employee will be treated as strictly confidential to the greatest extent practicable. The employee’s decision to seek assistance will not be used as the basis for disciplinary action nor used against the employee in any disciplinary proceeding.
Employee Responsibilities – As a condition of the Town receiving Federal grant monies, each employee must abide by this policy and notify the employee’s Department Head of any criminal drug statute conviction for a violation occurring in the workplace within five calendar days of the conviction.

Town Responsibilities – The Town will notify the granting federal agency within ten days after receiving notice from an employee of such a conviction or otherwise receiving actual notice of such conviction. In addition, within thirty calendar days of receiving notice of a conviction, the Town will take disciplinary action against the employee and/or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program pursuant to Sections 702 and 703 of the Drug-Free Workplace Act.

Drug-Free Awareness Program – It is the policy of the Town of Rotterdam to maintain a drug-free workplace. In accordance with that policy, the Town is providing the following drug-free awareness information to raise employee awareness of the dangers associated with drug abuse in the workplace.

Dangers of Drug Abuse in the Workplace

Employees with chemical dependence problems have a major negative impact on productivity, staff moral, and labor/management relations. Their hidden illness is responsible for:

1. Declining Performance
   - poor concentration
   - confusion in following directions
   - noticeable change in the quality of work
   - inability to meet deadlines
   - errors in judgment affecting the health and safety of others
   - customer complaints and injuries

2. Increased Costs
   - five times the average sick and accident benefits
   - higher job turnover, replacement and training costs
   - greater workers’ compensation and health insurance payments
   - 3 to 5 times more on-the-job accidents
   - unemployment claims

3. Absenteeism and Tardiness
   - double the normal rate
   - repeatedly being late for work and often leaving early
   - extended lunch hours
   - frequent illness and accidents both on and off the job

4. Damaged Relationships
   - emotional outbursts, over-reaction to criticism, mood swings, complaints from co-workers, associates and the public often leading to damaged relations
905  **Workplace Safety**

**Policy Statement** – Prevention of injury and illness in the workplace requires the cooperation of all employees in all safety and health matters. It is the policy of the Town to reduce the number of workplace injuries and illnesses to an absolute minimum. Accidents can be prevented through use of reasonable precautions and the practice of safe working habits.

**Employee Responsibility** – The Town has developed and distributes to all employees a manual outlining the Town’s safety program. Each employee must adhere to all aspects of that program as it applies to their job duties.

906  **Controlled Substance and Alcohol Testing**

**Statement of Compliance** – The Town Board has adopted a Controlled Substance and Alcohol Testing Policy that is in compliance with the "Omnibus Transportation Employee Testing Act of 1991" (OTETA). The purpose of this policy is to reduce accidents resulting from an employee’s use of controlled substances and alcohol, thus reducing fatalities, injuries and property damage.

**Covered Employees** – The Town’s Controlled Substance and Alcohol Testing Policy applies to all covered drivers as defined by the federal regulations, which includes all employees who drive commercial motor vehicles (as defined in Sec. 382.107 of the OTETA) requiring a commercial driver’s license to operate.

**Testing Records** – All employee controlled substance and alcohol testing records will be kept in a separate file apart from the employee’s main personnel file. These records will be maintained and controlled by the Designated Employer Representative (refer to the Controlled Substance and Alcohol Testing Policy for specifics).

**Acknowledgment Form** – A covered employee will receive a written copy of the Controlled Substance and Alcohol Testing Policy and must sign an Employee Acknowledgment Form. This form will be placed in the employee’s personnel file.

907  **Smoking**

**Policy Statement** – In accordance with the NYS Clean Indoor Air Act, it is the policy of the Town to prohibit smoking in the workplace, which includes all Town buildings and all Town vehicles.
Reproductive Health Decision Making

Policy Statement – The Town of Rotterdam complies with NYS Labor Law Section 203-e which prohibits discrimination or retaliation against employees based on an "employee's or a dependent's reproductive health decision making," including, but not limited to, the decision to use or access a particular drug, device, or medical service related to reproductive health.

Prohibited Conduct – The Town will not:

- Access an employee's personal information regarding the employee's or the employee's dependent's reproductive health decision making, including but not limited to the decision to use or access a particular drug, device or medical service, without the employee's prior informed affirmative written consent.

- Discriminate or retaliate against an employee with respect to compensation, terms, conditions or privileges of employment based on the employee's or the employee's dependent's reproductive health decision making, including but not limited to a decision to use or access a particular drug, device or medical service.

- Require an employee to sign a waiver or other document that denies the employee the right to make the employee's own reproductive health care decisions.

Employee Rights and Remedies – The law gives an employee the right to bring a civil action in any court of competent jurisdiction against an employer alleged to have violated the law. Available remedies include: (a) damages, including, but not limited to, back pay, benefits and reasonable attorneys' fees and costs; (b) injunctive relief; (c) reinstatement; and (d) liquidated damages equal to 100 percent of the award for damages, unless an employer provides a good faith basis to believe that its alleged violations were in compliance with the law.
1000 COMMUNICATION PROCEDURES

1001 Organizational Communications

Summary – The Town Board is committed to assuring effective communications between the Board and employees. The success of the organization is dependent upon a set of common interests and goals that are achieved through teamwork, sharing of ideas, and effective communications of our short-term and long-term plans. From time to time, information and updates will be distributed to employees. All employees are encouraged to discuss this information with their Department Head should there be any questions.

Methods of Communication – Information will be communicated to employees in a variety of ways, including general and departmental meetings, memos and other written correspondence, notices distributed with paychecks, and posting of information. Employees should check bulletin boards frequently to keep informed on changes in employment matters and other items of interest. Except as otherwise provided by a collective bargaining agreement, all material to be posted on bulletin boards, including memos and announcements, must have the prior approval of the appropriate Department Head.

1002 Suggestions

Policy Statement – Giving and receiving feedback is encouraged in order to promote a positive, productive, and cooperative atmosphere. Employees should notify their supervisor or Department Head of any suggestions which may be valuable to the Town's productivity and success. All suggestions will be carefully reviewed and may be implemented if feasible.

1003 Public Relations

Policy Statement – The courteous, professional treatment of members of the public by all employees helps to build confidence among the citizens we serve. We ask that all employees make every effort to represent the Town in a polite and professional manner.

Public Appearances – A Town employee may on occasion be asked to speak or appear in an official capacity as a representative of the Town before various groups or organizations (e.g. Chamber of Commerce, Rotary Club, schools, neighborhood groups, etc.). The employee must obtain prior approval from the Town Supervisor or his/her designee before agreeing to do so.

1004 Reporting of Improper Activities

Policy Statement – Any employee who witnesses or becomes aware of an inappropriate action, improper financial circumstance, inappropriate use of Town funds or property, safety issue, or other matter that appears to be improper, should immediately make his or her Department Head or supervisor, the Town Supervisor, or any Town Board member aware of the issue. When an imminent and serious danger to public health or safety exists, an employee may see fit to immediately report violations to law enforcement or other applicable governing body. Even if you are in doubt about what you witnessed or were made aware of you should report the matter.
**Retaliation** – Under Section 75-B of New York State Civil Service Law, New York State Public Sector Whistleblower Law, an employee, who in good faith, discloses to a governmental body information regarding a violation of law, a substantial and specific danger to the public health or safety, or an improper governmental action which the employee reasonably believes to be true, shall be protected from any adverse personnel action including, but not limited to: termination, disciplinary action, or changes in compensation. Any Town employee or officer who commits or condones any form of retaliation against anyone who in good faith reports alleged misconduct will be subject to discipline up to, and including, termination.
1100 DISPUTE RESOLUTION

1101 Dispute Resolution Procedure

Union Employees – An employee who is a member of a collective bargaining unit should refer to the applicable collective bargaining agreement to determine if the employee’s dispute (grievance) may be subject to the grievance procedure contained in the employee’s collective bargaining agreement.

Policy Statement – The Town Board has established a set of procedures to provide for the orderly resolution of differences at the earliest possible stage and to promote a harmonious and cooperative relationship between employees, Department Heads and members of the Town Board which will enhance the overall operation of the Town. The Town will attempt to resolve all work-related complaints that are appropriate for handling under this policy.

Definition of Dispute – For the purpose of this Employee Handbook, a “dispute” will mean a claimed violation, misinterpretation or inequitable application of any of the provisions of this Employee Handbook. In addition, the term “dispute” shall not apply to any matter as to which the Town is without authority to act. A few examples of matters that may be considered appropriate disputes under this policy include:

- A belief that Town policies, practices, rules, regulations, or procedures have been applied in a manner detrimental to an employee;

- Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, retirement, holidays, salary, or seniority.

Step One – An employee who claims to have a dispute may present the dispute to the employee’s Department Head. The dispute must be submitted, in writing, within seven working days following knowledge of the event(s) which caused the dispute or when the employee should have had knowledge. The dispute will specify the date of submission, the name of the aggrieved employee, the date the dispute arose, the nature of the dispute, the provision of the Employee Handbook that was allegedly violated and a statement of facts, times, dates, and the remedy sought.

Within seven working days after receiving the dispute, the employee’s Department Head will meet with the employee to discuss and attempt to resolve the matter.

Step Two – In the event the informal dispute is not resolved at Step One, or the employee reasonably believes that the employee cannot present the dispute to the employee’s Department Head, the employee may submit the matter to the Town Supervisor. The dispute must be submitted, in writing, within seven working days from receiving the Step One response, or when the response should have been received or if Step One is not utilized for the above reason, within seven working days following knowledge of the event(s) which caused the dispute or when the employee should have had knowledge.

Within seven working days after receiving the dispute, the Town Supervisor will meet with the employee to discuss and attempt to resolve the matter. Within seven working days from the meeting, the Town Supervisor will issue a written response.
Step Three – In the event the employee is not satisfied with the response at Step Two, the employee may submit the matter to the full Town Board by filing a Request for Hearing with the Town Clerk. The Request for Hearing must be submitted, in writing, within seven working days from receiving the Step Two response, or when the response should have been received. The Request for Hearing will include a written statement of the dispute as outlined in Step One of this Procedure.

The Town Board will set the time and place for the hearing. All decisions rendered by the Town Board will be final and binding.

Time Limits – The employee must adhere to the time limits set forth in this dispute procedure. In the event the employee does not advance the dispute to the next step within the established time limit, the dispute will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated and signed by the employee and the person who is to receive the dispute.

Final Decisions – Final decisions on disputes will not be precedent-setting or binding on future disputes unless they are stated as official Town policy.

Proper Use of Dispute Resolution Procedure – Employees will not be penalized for proper use of the dispute resolution procedure. However, it is not considered proper use if an employee raises a dispute in bad faith or solely for the purposes of delay or harassment, or repeatedly raises meritless disputes. Implementation of the dispute procedure by an employee does not limit the right of the Town to proceed with any disciplinary action that is not in retaliation for the use of this procedure.

Refusal to Proceed with Dispute – The Town Board may, at its discretion, refuse to proceed with any dispute it determines is improper or baseless under this policy.
1200 EMPLOYEE ACKNOWLEDGEMENT FORM

Detach and place in employee’s personnel file.

TOWN OF ROTTERDAM
EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I hereby acknowledge that I have received a copy of the Town of Rotterdam Employee Handbook outlining the rules, regulations, procedures, practices, work standards, employment classifications, compensation, and benefits of the Town of Rotterdam. I further acknowledge that I have read, or will read, the contents of the Employee Handbook and will contact my Department Head or the Town Supervisor if I have any questions.

I understand that the Employee Handbook is not meant to create a contract of employment, nor should it be construed as creating a contract of employment and that the Town Board of the Town of Rotterdam reserves the right to interpret, change or modify any section of the Employee Handbook at any time. Except as otherwise provided by law, I understand that I am an employee at will.

I understand that, if I am covered by a collective bargaining agreement between the Town of Rotterdam and an employee organization as defined by the Public Employees’ Fair Employment Act, in the event an expressed and explicit provision set forth in a collective bargaining agreement should conflict with an employee benefit, personnel policy, personnel procedure, or other provision set forth in the Employee Handbook, the expressed and explicit provision of the collective bargaining agreement will control. Otherwise, unless expressly excluded herein, the Employee Handbook is applicable to all employees.

I agree to abide by the personnel policies, procedures, rules and regulations outlined in the Employee Handbook.

I understand that the Employee Handbook and the changes contained herein are intended to supersede all prior manuals and guidelines issued by the Town of Rotterdam, and may be changed from time to time, by the Town of Rotterdam in accordance with applicable laws, rules and regulations.

Employee name (please print) ___________________________ Department Head Name (please print) ___________________________

Employee Signature ___________________________ Department Head Signature ___________________________

Date of Signature ___________________________ Date of Signature ___________________________
RESOLUTION NO. 86.20

THEREFORE, UPON MOTION OF Councilmember __________________________,
seconded by Councilmember ________________________,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following are transfers to the various accounts for 2019 and are hereby audited and approved:

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<th>Fund</th>
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<th>Title</th>
<th>Amount</th>
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<tr>
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<td>INTO: SS2 SEWAGE PUMP STATION</td>
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<td>S28130</td>
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<tr>
<td>General</td>
<td>A3120</td>
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<td>A1420</td>
<td>FROM: BONDING ATTORNEY FEES</td>
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<td>A5010</td>
<td>FROM: TYPIST</td>
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<td>General</td>
<td>A5132</td>
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<tr>
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<td>A3410</td>
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<td>General</td>
<td>A3410</td>
<td>INTO: FIRE TRAINING CTR LIGHTS</td>
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<tr>
<td>General</td>
<td>A5132</td>
<td>INTO: GAS PUMP MAINT GARAGE</td>
<td>562.63</td>
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<tr>
<td>General</td>
<td>A5132</td>
<td>FROM: GARAGE TELEPHONE</td>
<td>-562.63</td>
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<tr>
<td>General</td>
<td>A3620</td>
<td>FROM: BUILDING SAFETY INSPECTOR</td>
<td>-11,429.45</td>
</tr>
<tr>
<td>General</td>
<td>A3620</td>
<td>INTO: BUILDING INSPECTOR/CEO</td>
<td>1,242.60</td>
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<tr>
<td>General</td>
<td>A3620</td>
<td>INTO: ASSIST. PROJECT MANAGER</td>
<td>1,424.07</td>
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<tr>
<td>General</td>
<td>A3620</td>
<td>INTO: BUILDING INSPECTOR PT</td>
<td>8,337.50</td>
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<tr>
<td>General</td>
<td>A3620</td>
<td>INTO: MUN.PROPERTY REHAB COORD</td>
<td>425.28</td>
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<tr>
<td>General</td>
<td>A7110</td>
<td>FROM: PARK ATTENDANTS</td>
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General  A7110  106021 INTO:  CARPENTER  1,033.48
General  A7110  110021 INTO:  PARKS OVERTIME  5,410.05
General  A7110  125021 INTO:  LABORER  75.92
General  A7110  130021 INTO:  PARK ATTENDANTS PT (SUMMER)  6,462.90
General  A7140  102522 FROM:  RECREATION SPECIALIST CAMP  -55.00
General  A7140  110021 INTO:  SR RECREATION LEADER PART TIME  55.00
General  A7140  4503 FROM:  BASKETBALL EXPENSES  -3,000.00
General  A7140  4156 INTO:  SMMR CAMP SPCL INSTR  3,000.00
Water 5  W59040  800004 FROM:  W5 WORKERS COMP  -36.46
Water 5  W59055  800007 INTO:  W5 DISABILITY INSURANCE  36.46
Water 3  W39040  800004 FROM:  W3 WORKERS COMP  -5.02
Water 3  W39055  800007 INTO:  W3 DISABILITY INSURANCE  5.02
Highway  DA5130  100055 FROM:  MECHANIC  -5,662.96
Highway  DA5130  120055 INTO:  MECHANIC OVERTIME  5,662.96
General  A8020  4522 FROM:  PLANNING STUDIES  -3,297.28
General  A7550  2000 INTO:  EQUIPMENT  1,757.00
General  A8010  110025 INTO:  MEMBER OF ZONING BOARD  208.21
General  A8020  100026 INTO:  PLANNING CHAIRMAN  0.04
General  A8020  105026 INTO:  PLANNING VICE CHAIR  0.04
General  A8020  120026 INTO:  SR PLANNER  1,331.99

Net Change  0.00

SECTION 2. This resolution shall become effective February 26, 2020.

DATED: February 26, 2020

<table>
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<th>NAME</th>
<th>AYES</th>
<th>NOES</th>
<th>ABSTAIN</th>
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<td>Guidarelli</td>
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<td>Miller-Herrera</td>
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</tr>
<tr>
<td>Tommasone</td>
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</table>
MEMORANDUM

TO: Supervisor Tommasone

FROM: Jacqueline Every, Comptroller

SUBJECT: Budget transfer requests for 2019

DATE: February 21, 2020

Budget transfers for appropriations charged in the 2019 budget:

From: A3120.108032 Overtime Police Officers -$ 10,000.00
From: A3120.4212 Svce Radio & Mobile Equip -$ 8,091.56
To: A3120.2010 Patrol Vehicles +$ 10,623.25
To: A3120.2540 Miscellaneous Equipment +$ 7,468.31

To: A1420.4352 Labor Attorney Fees +$ 2,416.39
From: A1420.4351 Bonding Attorney Fees -$ 2,416.39
To: A1420.4301 Law Office Mileage +$ 870.22
From: A1420.4350 Law Title Ser Easements -$ 870.22

To: A1490.4400 DPW Repair/Mch Contract +$ 60.99
From: A1490.4801 DPW Software & Supply -$ 60.99

From: A5010.110018 Typist -$ 2,936.75
To: A5010.120018 Clerical PT +$ 2,936.75

From: A5010.110018 Typist -$ 10,965.00
To: A5132.4022 Engineering Fees Garage +$ 10,965.00

From: A3410.4904 Fire Fighting Maint & Supplies -$ 122.29
To: A3410.4119 Fire Training Ctr Lights +$ 122.29

To: A5132.4303 Gas Pump Maint. Garage +$ 562.63
From: A5132.4200 Garage Telephone -$ 562.63
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<td>Building Safety Inspector</td>
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<td>A3620.100016</td>
<td>Building Inspector/CEO</td>
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<td>A3620.105016</td>
<td>Assist. Project Manager</td>
<td>+$ 1,424.07</td>
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<td>Building Inspector PT</td>
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<td>A7110.120021</td>
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<td>A7110.106021</td>
<td>Carpenter</td>
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<td>A7110.130021</td>
<td>Park Attendants PT (Summer)</td>
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<td>A7140.102522</td>
<td>Recreation Specialist Camp</td>
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<td>Sr. Recreation Leader Part Time</td>
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<td>A7140.4503</td>
<td>Basketball Expenses</td>
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<tr>
<td>A7140.4156</td>
<td>Summer Camp Spcl Instr</td>
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<td>W59040.800004</td>
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<td>A8020.120026</td>
<td>Sr. Planner</td>
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Memorandum

To: Jacqueline Every, Comptroller
From: Michael T. Maher, Assistant Project Manager
Subject: Budget Transfer
Date: February 4, 2020

Please transfer the following funds to cover expenses:

From A3310 4904 Traffic Control Maintenance Supply
To A3310 4500 Traffic Control Electric
Amount $ 41.18

From S28120 2000 Equipment
To S28120 4860 Sewage Pump Stations
Amount $ 112.54

From S28130 2000 Equipment
To S28130 4200 Telephone & Facility Alarms
Amount $ 56.04

From W58310 2000 Equipment
To W58310 4850 Engineering/Consultant
Amount $ 5,402.85
To W58320 4205 W5 Internet Service
Amount $ 510.02
To W58340 4889 Backfill/Pavement Repair
Amount $ 132.25

Amount $ 4,760.58

Thank you.

cc: Steven Tommasone, Supervisor
TO: Jacki Every, Comptroller
FROM: D/C Brown
SUBJECT: Budget Transfer
DATE: February 4, 2020

Please make the following transfer to cover shortage for 2019.

From: A3120.4318  To: A3120.2540  Amount: $3000.00

If you have any questions, please feel free to contact me.

/rk

RECEIVED
FEB 05 2020
TOWN OF ROTTERDAM
COMPTROLLERS OFFICE
RESOLUTION NO. 87.20

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 resignation of Thomas Squires and authorizes the Supervisor to negotiate and execute a separation agreement with the Civil Service Employees Association, Inc. (CSEA) and Thomas Squires to settle all outstanding litigation.

SECTION 2. This resolution shall become effective February 26, 2020.

DATED: February 26, 2020

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