

**THE VILLAGE OF COPENHAGEN BOARD OF TRUSTEES  
SPECIAL MEETING MINUTES  
AT THE VILLAGE HALL  
MAY 29, 2024  
18:30:00/6:30:00**

At 18:30:00/6:30:00 MAYOR SOUVA CALLED THE MEETING TO ORDER, THOSE IN ATTENDANCE RECITED THE PLEDGE OF ALLEGIANCE.

PRESENT WERE:                   MAYOR MARK SOUVA

TRUSTEES:                       KIM VOGT, KERRY COLTON, PATTY BATES

ABSENT:                         DIANE MAHAR

CLERK:                         KIMBERLY AUGUSTINE

GUESTS:                         SCOTT ALEXANDER, GAIL ALEXANDER, PETE JONES, LEWIS  
ALEXANDER, SHAREEF STOKELY, MIKE ALTERI, MCKENZIE LEHMAN

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## **BOND RESOLUTION**

At a Regular Meeting of the Village of Copenhagen, Lewis County, New York held at its Offices, in said Village of Copenhagen on the **29TH day of May, 2024 at 18:30:00/ 6:30 PM**, prevailing time.

The meeting was called to order by Mayor Souva and upon roll being called, the following were:

|                       | PRESENT | ABSENT |
|-----------------------|---------|--------|
| Mark Souva, Mayor     | ___X___ | _____  |
| Kim Vogt, Trustee     | ___X___ | _____  |
| Kerry Colton, Trustee | ___X___ | _____  |

Patty Bates, Trustee

\_\_\_\_X\_\_\_\_

\_\_\_\_\_

Diane Mahar, Trustee

\_\_\_\_\_

\_\_\_\_X\_\_\_\_

The following resolution was offered by TRUSTEE VOGT who moved its adoption, seconded by TRUSTEE COLTON to wit:

BOND RESOLUTION DATED        MAY 29, 2024

A RESOLUTION AUTHORIZING THE ISSUANCE OF SERIAL BONDS OR A STATUTORY INSTALLMENT BOND OF THE VILLAGE OF COPENHAGEN IN AN AMOUNT NOT TO EXCEED \$7,000,000 TO CONSTRUCT A TRANSMISSION MAIN FROM THE VILLAGE OF WEST CARTHAGE WATER DISTRIBUTION SYSTEM TO THE VILLAGE OF COPENHAGEN ON STODDARD ROAD.

**BE IT RESOLVED**, by the Village of Copenhagen, Lewis County, New York, as follows:

Section 1. The Village Board of Copenhagen in the interest of the citizens of the Village of Copenhagen finds that the construction of a transmission main from the Village of West Carthage water distribution system to the Village of Copenhagen on Stoddard Road is needed and at a maximum estimated cost of \$7,000,000, and to issue serial bonds or statutory installment bonds not to exceed \$7,000,000 pursuant to the provisions of the Local Finance Law to finance the cost of the aforesaid specific objects or purposes.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific objects or purposes is \$7,000,000 said about is hereby appropriated therefor and the plan for the financing shall consist of the issuance of (not to exceed) \$7,000,000 in serial bonds (the "Bonds") of the Village authorized pursuant to this Resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid project is forty (40) years, pursuant to Section 11.00(a)(1) of the Local

Finance Law. It is further determined that no down payment is required. The proposed maturity of the Bonds will be in excess of five (5) years.

Section 4. Any grant funds obtained by the Village to fund the capital purposes described in Section 1 of this resolution shall be applied to pay the principal of interest on the Bonds or any bond anticipation notes issued in anticipation of the Bonds, or to the extent obligations shall not have been issued under this resolution, may be applied to reduce the maximum amount to be borrowed for such capital purpose.

Section 5. Pursuant to Section 107.00(d)(3)(l) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.

Section 6. The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this Bond Resolution.

Section 7. The Bonds and any bond anticipation notes issued in anticipation of the Bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, shall be general obligations of the Village, payable as to both principal and interest by a general tax upon all the real property within the Village without legal or constitutional limitation as to rate or amount. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, and provision shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the Bonds and bond anticipation notes to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this Bond Resolution and of the Local Finance Law, and pursuant to the provisions of Section 21.00, 30.00, 50.00 and 56.00 to 63.00 inclusive of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and

sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the issuance of the Bonds, and the power to sell and deliver Bonds providing for substantially level or declining annual debt service, is hereby delegated to the Village Mayor, the Chief Fiscal Officer or the Village Treasurer of the Village.

Section 9. This Bond Resolution is intended to constitute the declaration of the Village's "official intent" to reimburse the expenditures authorized by this Bond Resolution with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by Treasury Regulation Section 1.150-2. Other than as specified in this Bond Resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 10. The Village Mayor and the Village Treasurer, as Chief Fiscal Officers for the Village, are hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds from time to time, and any bond anticipation notes issued in anticipation of the sale of the Bonds, requiring the Village to provide secondary market disclosure as required by United States Securities and Exchange Commission Rule 15c2-12.

Section 11. The Village Mayor and the Village Treasurer, as Chief Fiscal Officers for the Village, are further authorized to sell all or a portion of the Bonds to the New York State Environmental Facilities Corporation (the "EFC") and/or the United States Department of Agriculture, Rural Development ("Rural Development") in the form prescribed in one or more financing, grant or similar agreements (the "Financing Agreements") between the Village and the EFC and/or Rural Development; to execute and deliver on behalf of the Village one or more Financing Agreements with EFC and/or Rural Development and to execute such other documents, and take such other actions, as are necessary or appropriate to obtain financing from the EFC and/or Rural Development for all or a portion of the costs of the expenditures authorized by this Bond Resolution, and perform the Village's obligations under its Bonds delivered to the EFC and/or Rural Development and the Financing Agreements. The Village Mayor or the Village Treasurer is further authorized to seek grant funding from such New York State or federal grant programs deemed appropriate and to execute and deliver on behalf of

the Village one or more Financing Agreements with the appropriate entities/agencies and to execute such other documents, and take such other actions, as are necessary or appropriate to obtain financing for all or a portion of the costs of the expenditures authorized by this Bond Resolution.

Section 12. The serial bonds and bond anticipation notes authorized to be issued by this Resolution are hereby authorized to be consolidated, at the option of the Village Mayor and the Village Treasurer, as Chief Fiscal Officers for the Village with the serial bonds and bond anticipation notes authorized by other bond resolutions previously or hereafter adopted by the Board of Trustees for purposes of sale in to one or more bond or note issues aggregating an amount not to exceed the amount authorized in such resolutions. All matters regarding the sale of the bonds, including the dated date of the bonds, the use of electronic bidding, the consolidation of the serial bonds and the bond anticipation notes with other issues of the Village and the serial maturities of the bonds are hereby delegated to the Village Mayor and the Village Treasurer, as Chief Fiscal Officers, for the Village.

Section 13. The validity of the Bonds authorized by this Bond Resolution and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money; or
- (b) the provisions of law which should be complied with at the date of the publication of this Bond Resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or
- (c) such obligations are authorized in violation of the provisions of the Constitution of New York.

Section 14. This Bond Resolution, or a summary hereof, shall be published in the official newspaper of the Village, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 15. The Village Board of Trustees hereby determines that the provisions of the State Environmental Quality Review Act and the regulations

thereunder have previously been satisfied with respect to the expenditures authorized by this resolution.

Section 16. This Bond Resolution is adopted subject to permissive referendum in accordance with Section 36.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

|                       | VOTING       |                   |
|-----------------------|--------------|-------------------|
|                       | YES          | NO                |
| Mark Souva, Mayor     | <u>  X  </u> | <u>          </u> |
| Kim Vogt, Trustee     | <u>  X  </u> | <u>          </u> |
| Kerry Colton, Trustee | <u>  X  </u> | <u>          </u> |
| Patty Bates, Trustee  | <u>  X  </u> | <u>          </u> |
| Diane Mahar, Trustee  | ABSENT       | ABSENT            |

The Resolution was there upon declared duly adopted.

The above Resolution is a true, complete and accurate copy of a resolution made MAY 29, 2024.

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Kimberly Augustine, Village Clerk

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SEQR II & III

Project: Agency Use Only (Optional)  
 Date: \_\_\_\_\_

**Full Environmental Assessment Form**  
**Part 3 - Evaluation of the Magnitude and Importance of Project Impacts**  
**and**  
**Determination of Significance**

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

4a:

A moderate to large impact is expected to occur because the project will create an additional demand on the water supply for the Villages of Carthage and West Carthage. These Villages, however, have abundant supply from an exceptional source in the Town of Croghan and can handle the demand. For the Village of Copenhagen, this project serves to satisfy an existing demand which the Village's water distribution system has at times struggled to meet. Thus the net effect of this impact is positive.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status:     Type 1             Unlisted

Identify portions of EAF completed for this Project:     Part 1         Part 2         Part 3



Upon review of the information recorded on this EAF, as noted, plus this additional support information

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and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the Village of Copenhagen \_\_\_\_\_ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

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There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

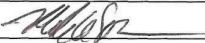
C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Village of Copenhagen Water Infrastructure Improvements

Name of Lead Agency: Village of Copenhagen

Name of Responsible Officer in Lead Agency: Mark Souva

Title of Responsible Officer: Mayor

Signature of Responsible Officer in Lead Agency:  Date: 5/29/24

Signature of Preparer (if different from Responsible Officer) \_\_\_\_\_ Date: \_\_\_\_\_

**For Further Information:**  
 Contact Person: Mark Souva  
 Address: 9915 State Route 12, PO 237  
 Telephone Number: 315-668-4229  
 E-mail: msouva@villageofcopenhagen.com

**For Type I Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**  
 Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)  
 Other involved agencies (if any)  
 Applicant (if any)  
 Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

**PRINT FULL FORM**

THE VILLAGE OF COPENHAGEN BOARD OF TRUSTEES

RESOLUTION 44

MAY 29, 2024

18:30:00/6:30:00

RESOLUTION 44-2024

|                      |         |
|----------------------|---------|
| TRUSTEE KIM VOGT     | PRESENT |
| TRUSTEE KERRY COLTON | PRESENT |
| TRUSTEE PATTY BATES  | PRESENT |
| TRUSTEE DIANE MAHAR  | ABSENT  |
| MAYOR MARK SOUVA     | PRESENT |

DATED: MAY 29, 2024

THE BOARD HAS COMPLETED THE SEQR SHORT FORM INCLUDING PARTS II & III. IT IS DEEMED THE VILLAGE OF COPENHAGEN WATER INFRASTRUCTURE IMPROVEMENTS PROJECT AN UNLISTED ACTION WITH A NEGATIVE DECLARATION FOR SEQR REQUIREMENT. THIS PROJECT WILL RESULT IN NO SIGNIFICANT ADVERSE IMPACTS ON THE ENVIRONMENT, AND, THEREFORE, AN ENVIRONMENTAL IMPACT STATEMENT NEED NOT BE PREPARED.

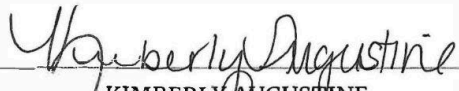
THE FOREGOING RESOLUTION WAS OFFERED BY BOARD MEMBER, BATES, AND SECONDED BY BOARD MEMBER, VOGT, AND UPON ROLL CALL VOTE OF THE BOARD WAS DULY ADOPTED AS FOLLOWS:

|                      |        |
|----------------------|--------|
| TRUSTEE KIM VOGT     | YES    |
| TRUSTEE KERRY COLTON | YES    |
| TRUSTEE PATTY BATES  | YES    |
| TRUSTEE DIANE MAHAR  | ABSENT |
| MAYOR MARK SOUVA     | YES    |

ALL IN FAVOR, MOTION CARRIED

RESOLUTION 44-2024 APPROVED MAY 29, 2024

May 30, 2024  
DATE

  
KIMBERLY AUGUSTINE  
CLERK

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**BID FOR SNOW REMOVAL AND ALL OTHER EQUIPMENT SERVICE NEEDS**

## **Village of Copenhagen**

9915 Main Street P.O. Box 237

Copenhagen, New York 13626

Email: [clerk@villageofcopenhagen.com](mailto:clerk@villageofcopenhagen.com)

Phone: (315) 688-4229

### **Bid for Snow Removal Services and All Other Equipment Service Needs**

Term July 11, 2024 to May 31, 2025

Notice is hereby given that the Village of Copenhagen will be accepting sealed bids until 1:00pm Tuesday July 9, 2024 4:00pm at the office of the Village of Copenhagen Clerk, 9915 Main Street P.O. Box 237 Copenhagen, New York 13626 or by email to [clerk@villageofcopenhagen.com](mailto:clerk@villageofcopenhagen.com)

Sealed bids will be opened Wednesday July 10, 2024, at 6:45pm at the Village of Copenhagen Offices 9915 State Route 12, Copenhagen, New York 13626.

Bid forms may be obtained from the Village of Copenhagen Clerk's Office during open office hours Tuesday and Thursday 9:00am to 4:00pm or by email at the address provided above.

Bids must be placed in an envelope and clearly marked: "BID FOR SNOW REMOVAL AND ALL OTHER EQUIPMENT SERVICE NEEDS".

Sealed bids should be mailed, emailed, and/or delivered to the Village of Copenhagen Clerk's Office, located at 9915 Main Street P.O. Box 237 Copenhagen, New York 13626. If delivering to the Village Clerks office, you must hand the envelope to the clerk for time and date stamp. Do **NOT** place the sealed bid in the night deposit box, as the bid will be rejected if it is found in the night deposit box.

Bid will be effective July 11, 2024 through May 31, 2025. The Contract period may be extended with the written consent of both parties for one (1) year period, (i.e., up to May 31, 2026), with a yearly price increase based on the change in the Consumer Price Index (CPI). If the contract is extended one year to May 31, 2026, contractor shall receive an adjustment to the sums listed above equal to the CPI as published by the United States Department of Labor for the Northeastern Section of United States. The increase will be based upon the September figures for each year.

The Village of Copenhagen reserves the right to reject any and all bids and to accept any bid or bids, which it deems most reasonable, responsive, and favorable to the interest of the Village. The Village also reserves the right to utilize multiple contractors where the needs of the Village cannot be met by one (1) contractor. The Village of Copenhagen reserves the right to terminate this contract, and any resulting contracts, at any time.

Mark Souva-Village of Copenhagen Mayor  
May 30, 2024

### **Background:**

Throughout the year, the Village of Copenhagen undertakes various emergency and non-emergency projects and snow removal efforts. Our policy is to make use of our municipal partners as much as possible when it is to the Village's advantage. However, there are instances in which such municipal partners are either unavailable or do not have the proper equipment needed to assist the village. The village often finds itself in the position of needing supplemental help provided by local contractors.

The village intends to create a **ROSTER** of qualified Contractors willing to contract with the Village of Copenhagen on an "as needed" basis during the course of the year, and to establish in advance the rate of compensation for such services.

The Village will proceed down the roster as necessary to meet the needs of the Village.

Contractors who are placed on the roster and who are called to perform the work generally described herein, will be required to perform services pursuant to the terms described in this document. By seeking proposals from Contractors, the Village does **not** represent that it will utilize the Contractor's services any guaranteed number of times over the course of the year, if at all. The Village of Copenhagen shall retain the right to remove any Contractor from the roster if the Contractor fails to meet and maintain the terms described in this document or fails to perform work within the demands and time constraints established by the Village of Copenhagen for such services.

### **Instructions to Bidder:**

- The bidder in submitting her/his bid or proposal agrees to enter into and fully comply with the enclosed Services Contract with the Village of Copenhagen. If she/he is a successful bidder for the work generally described herein, in accordance with her/his bid or proposal, which shall provide the items and/or work to be furnished at the earliest possible date as directed by the Village of Copenhagen DPW Superintendent.
- The bidder must submit her/his bid on the forms supplied. The bid or proposal must be signed by the bidder.
- Bidder shall return the specifications, contract, and bidding forms completed and in the same affixed order as originally assembled.
- The Village of Copenhagen is exempt from payment of all Federal and New York State Taxes.
- No bid will be accepted from, or contract awarded to, a bidder in default upon any obligation to the Village.

- The Non-Collusive Bidding Certification attached hereto shall be completed and remain part of this document.

**Scope:**

It is the intent of the Village of Copenhagen to enter into a contract with properly equipped and qualified contractor or contractors for snow removal and/or other services on an "as needed" basis. Work shall include, but is in no way limited to:

- Snow plowing;
- Snow removal on sidewalks/roadways;
- Loading and moving snow offsite;
- Ditch digging/repair;
- Equipment for culvert repair;
- Equipment for cleaning areas of drainage;
- Landscape/repair of green spaces;
- Equipment to trench for water and sewer lines; and
- Hauling stone, gravel, sand, topsoil etc., both small and large loads.

For snow removal services, the Village of Copenhagen DPW Superintendent (or Village official appointed in the absence of the Superintendent) shall call the contractors in the order in which they appear on the list of contractors engaged on an "as needed" basis. If a contractor is called and does not answer the telephone, the Superintendent, or applicable Village official shall then call the next listed contractor. This procedure will continue until a listed contractor answers the telephone and is able to provide the services/equipment needed by the Village. In the next instance when services are required, the Superintendent, or applicable Village official shall continue down the list, picking up where they last left off.

**Prices bid shall be full compensation for all labor (prevailing wage rates apply in accordance with NYS Labor Law Articles 8 and 9), material, use of tools, and equipment, insurance, overhead, and other costs necessary as required and specified herein.** Payment will be made after submission of an invoice and verification by the Department of Public Works (DPW) of work completed. Each piece of equipment provided shall be issued a timesheet, which shall be used to document time worked, and shall be the basis for payment.

The work to be done shall be under the general supervision of the Village of Copenhagen Department of Public Works. Contractor shall provide experienced and appropriately licensed employees and utilize registered and inspected equipment that complies with all Federal and State safety requirements.

The Department of Public Works reserves the right to examine the work and reject any or all such services which do not, meet the quality and safety standards of the Village. Payments will be routinely made at the hourly rate bid, for actual time spent. No guaranteed minimums apply. All equipment is subject to the inspection and final approval of the Village of Copenhagen DPW Superintendent. Such approval may require on-site demonstration of the capability of all proposed equipment. All vehicles used by the contractor must pass safety inspections at all times throughout the term of the contract. Should any vehicle not meet standards which are necessary to complete the Contract and to operate safely, the Village may require such vehicle to be brought to standard before being placed back in service in the Village.

It is imperative that positive communication be maintained between contractors and the Village of Copenhagen DPW.

The Village of Copenhagen DPW shall set the priority of services to be performed.

All services shall be performed to the reasonable satisfaction of the Village of Copenhagen DPW Superintendent. The judgment of the Village of Copenhagen DPW shall be final.

Vehicles and equipment will arrive fully fueled and operational in every way. Vendors who arrive to perform work with vehicles/equipment needing fuel will not be allowed to complete the required work, unless explicitly authorized by the DPW Superintendent.

All services performed shall be submitted in invoice form, within 30 days of service date. That invoice shall be paid within 45 days, by the Village of Copenhagen.

**INSURANCE AGREEMENT – CONTRACTORS:**

1. Notwithstanding any terms, conditions or provisions in any other writing between the parties, the contractor hereby agrees to name the Village of Copenhagen as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and New York State Disability Insurance.
2. Any policy naming the Village of Copenhagen as an additional insured shall:
  - a. Be an insurance policy from an A.M. Best rated "Secure" or better insurer authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the Village of Copenhagen.
  - b. State that the coverage shall be primary and non-contributory coverage for the Village of Copenhagen, its Board, employees, and volunteers.



- c. "Additional insured" status shall be provided by standard or other endorsements that extend coverage to the Village of Copenhagen for both on-going and completed operations. The decision to accept an endorsement rests solely with the Village of Copenhagen. A complete copy of the endorsements must be attached to the certificate of insurance.
  - d. The certificate of insurance must describe the specific services provided by the contractor (e.g., snow removal, specific equipment) which are covered by the policies.
  - e. At the Village of Copenhagen's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms.
  - f. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/05) must be included with the certificates of insurance.
3. The contractor agrees to indemnify the Municipality for any applicable deductibles and self-insured retentions.
4. Required Insurance:
  - a. **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
  - b. **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - c. **Workers' Compensation, Employers Liability and NYS Disability Insurance**  
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the specific approved form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
  - d. **Owners Contractors Protective Insurance (When Required)**  
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the Municipality as the named insured.
5. Contractor acknowledges that failure to obtain such insurance(s) on behalf of the Village of Copenhagen constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of

insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

6. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Village of Copenhagen but also NYSIR, as the Village of Copenhagen's insurer.

**Contractor Qualification Questionnaire:**

1. Year in which company first began providing snow removal/equipment services

\_\_\_\_\_

2. Municipalities or Private Companies to which qualifying services have been provided within the last three (3) years including contact person and telephone number. Add an additional sheet if you are providing more than three (3).

a. Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

b. Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

c. Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**Bid Prices:**

Prices include both the piece of equipment and a Licensed Operator. The bid price is **ALL INCLUSIVE**. There are **no** other additional charges. This page may be copied if additional space is needed.

| <b>Type of Equipment</b> | <b>Bid Price-Hourly Rate/ piece of Equipment</b> | <b>Number of this type of equipment available</b> |
|--------------------------|--|---|
|                          |  |   |
|                          |  |   |
|                          |  |   |
|                          |  |   |

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

\_\_\_\_\_ **Legal Name of Person, Firm or Corporation**

Seal of Corporation:

---

**Address of Person, Firm or Corporation**

By: \_\_\_\_\_  
**Signature and Title**

## **NON-COLLUSIVE BIDDING CERTIFICATION**

Made pursuant to Section 103-d of the General Municipal Law of the State of New York as amended by the Laws of 1966.

1. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the best of his/her knowledge and belief:
  - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly discussed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
  
2. A bid shall not be considered for award, nor shall any award be made if:
  - a. The requirements of 1(a), (b), and (c) above have not been complied with, provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore.
  - b. Where the requirements of 1(a), (b), and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the need of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition.

### **IRAN DIVESTMENT ACT:**

In submitting this bid and entering into a subsequent contract for services, the Contractor certifies in accordance with New York State Finance Law 165-a that it is not on the "Entities Determined to be non-responsive bidders/offerors pursuant to the New York State Iran Divestment Act of 2012" (Prohibited Entities List).

Such list may be found here: <http://www.ogs.ny.gov/about/regs/docs/ListofEntitiespdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or

extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Village.

(As defined in State Finance Law 165-a) is in violation of the above referenced certifications, the village will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Village shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Village reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after Contract Award.

Date: \_\_\_\_\_  
**Legal Name of Person, Firm or Corporation**

Seal of Corporation:

\_\_\_\_\_  
**Address of Person, Firm or Corporation**

By: \_\_\_\_\_  
**Signature and Title**

**RESOLUTION 45-2024**

A MOTION FOR RESOLUTION WAS MADE BY TRUSTEE VOGT AND SECONDED BY TRUSTEE BATES, TO RELEASE THE BIDDING PROCESS.

|                |        |
|----------------|--------|
| TRUSTEE VOGT   | AYE    |
| TRUSTEE COLTON | AYE    |
| TRUSTEE BATES  | AYE    |
| TRUSTEE MAHAR  | ABSENT |
| MAYOR SOUVA    | AYE    |

ALL IN FAVOR, MOTION CARRIED.

**RESOLUTION 45-2024 APPROVED MAY 29, 2024**

A MOTION WAS MADE BY TRUSTEE BATES AND SECONDED BY TRUSTEE COLTON, TO ADJOURN THE SPECIAL MEETING

|                |        |
|----------------|--------|
| TRUSTEE VOGT   | AYE    |
| TRUSTEE COLTON | AYE    |
| TRUSTEE BATES  | AYE    |
| TRUSTEE MAHAR  | ABSENT |
| MAYOR SOUVA    | AYE    |

ALL IN FAVOR, MOTION CARRIED.

**APPROVED MAY 29, 2024**

**ADJOURNMENT AT 18:41:48/ 6:41 PM**