

# **MEETING OF THE ROTTERDAM TOWN BOARD**

**February 11, 2026  
7:00 PM**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

## **PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:**

Those members of the public wishing to address the Town Board will be asked to sign in before the meeting is called to order on the sign-in sheets being provided. Speakers will be called to the podium in the order of their signing in. Persons recognized by the Chair to speak during the 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 whether they're a resident or non-resident of the Town of Rotterdam 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 the 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 whether they're a resident or non-resident of the Town of Rotterdam for the record. The purpose of the privilege of the floor shall be for speakers to express their views, thoughts, and speak freely. Each speaker who wishes to address the Town Board shall have an equal and reasonable opportunity to be heard by the Town Board. Each speaker should be given a maximum of three (3) minutes to address the Town Board.

**INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS  
RESOLUTIONS**

**68.26 Accepting Town Board Meeting Minutes.**

**69.26 Accept new positions of Carpentry and Facilities Systems Mechanic, Parks and Recreation Supervisor and Human Resources and Benefits Administrator**

**70.26 To Appoint Peter Griesler to Water and Sewer Maintenance worker**

**71.26 To Establish The Inaugural Town Of Rotterdam Lion's Award Recognizing A Resident Who Has Made Significant Contributions To The Community.**

**72.26 Call For Bids For Tree Cutting & Removal Services**

**73.26 Call For Bids For Highway Materials: Manhole Frames & Grates, And Manhole Square & Round Risers**

**74.26 Call For Bids For Highway Materials: Crushed Limestone, Gravel & Sand**

**75.26 To Accept Revenue For The Town Clerk's Office For January 2026**

**76.26 To Approve Budget Transfers to the 2025 Budget**

**77.26 To Seek Funding From MVP And NFC For Rotterdam Town Parks**

**78.26 To Negotiate And Execute Amendment No. 3 To An Existing Agreement With Kb Prime Engineering & Architecture P.C. For The Rotterdam Water District No. 5 Lead Service Line Inventory Assistance Project**

**MISCELLANEOUS**

**SUPERVISOR'S REMARKS:** Supervisor John Polimeni

**EXECUTIVE SESSION**

- To discuss personnel issues

**ADJOURNMENT**

**John Polimeni, Supervisor**

**RESOLUTION NO. 68.26**  
**ACCEPTING TOWN BOARD MEETING MINUTES**

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

Councilmember \_\_\_\_\_, **NOW**

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby adopts the minutes of January 28, 2026, Town Board.

**SECTION 2.** This resolution shall become effective February 11, 2026.

**DATED:** February 11, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

**DATE:** February 2, 2026

**TO:** Town Board

**FROM:** Megan Griffin, Town Clerk

**TITLE OF REQUEST:** To adopt meeting minutes of the January 28, 2026, Town Board Meeting.

**TOWN BOARD MEETING DATE:** February 11, 2026

**Background Information:** Approval and adoption of meeting minutes from January 28, 2026, Town Board Meeting are required.

**Evaluation/Analysis:** N/A

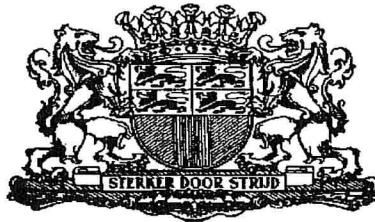
**Recommendation(s):** To adopt meeting minutes of the January 28, 2026, Town Board Meeting.

**Attachment/Document(s):** Certified Resolutions #59.26 through #67.26 from the January 28, 2026, Town Board Meeting.

**Compliance with Purchasing Policy?** N/A

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

**LEGISLATION PREPARED BY:** Town Clerk, Megan Griffin



# TOWN OF ROTTERDAM

MEGAN GRIFFIN  
Town Clerk

---

John F. Kirvin Government Center \* 1100 Sunrise Boulevard \* Rotterdam, NY 12306  
Telephone: (518) 355-7575 Ext: 352 \* Fax: (518) 355-7837 \* Website: [www.townofrotterdam.gov](http://www.townofrotterdam.gov)  
Email \* [mgriffin@townofrotterdam.gov](mailto:mgriffin@townofrotterdam.gov)

January 30, 2026

Certified Resolutions Nos. 59.26 through 67.26 for the year 2026 were duly adopted at the Town Board Meeting held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306, on Wednesday, January 28, 2026.

The Town Board Meeting commenced at approximately 7:00 p.m. Resolutions Nos. 59.26 through 67.26 were adopted on consent without objection.

The meeting was adjourned at approximately 7:09 p.m. upon motion by Councilmember Schlag, seconded by Councilmember DeSantis. All Councilmembers voted in favor of adjournment.

All Councilmembers were present.

*Megan Griffin*

---

Megan Griffin, Town Clerk

## **MEETING OF THE ROTTERDAM TOWN BOARD**

**January 28, 2026  
7:00 PM**

### **CALL TO ORDER**

### **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

#### **PUBLIC HEARING:**

To recognize the introduction of Introductory Local Law \_ of 2026; To amend Chapter 270, Zoning, of the Town Code, for Change of Zone Request on ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1). Property is located between 2229 & 2193 Ghents Road on the north side and is known as Tax Map No. 70.8-1-14. **PUBLIC HEARING CLOSED**

#### **PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:**

Those members of the public wishing to address the Town Board will be asked to sign in before the meeting is called to order on the sign-in sheets being provided. Speakers will be called to the podium in the order of their signing in. Persons recognized by the Chair to speak during the 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 whether they're a resident or non-resident of the Town of Rotterdam 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 the 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 whether they're a resident or non-resident of the Town of Rotterdam for the record. The purpose of the privilege of the floor shall be for speakers to express their views, thoughts, and speak freely. Each speaker who wishes to address the Town Board shall have an equal and reasonable opportunity to be heard by the Town Board. Each speaker should be given a maximum of three (3) minutes to address the Town Board.

## **INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS RESOLUTIONS**

- 59.26** Accepting Town Board Meeting Minutes.
- 60.26** To Extend JCI Jones Chemicals Inc contract for Chlorine Gas
- 61.26** To Call for Bids for Sodium Hexametaphosphate
- 62.26** Budget Transfer to fund work at Highway garage
- 63.26** To Approve 2025 Quarterly Expense Transfers of Gas and Diesel
- 64.26** To Approve and Execute a maintenance agreement with Cummins for generators
- 65.26** To Approve and Execute a Contract with Muncity Integrated Parcel Search SaaS
- 66.26** To Approve and Execute an agreement with Hodgson Russ LLP to represent Real Property Tax Law Article 7 Litigation Matters
- 67.26** To Establish and approve Town Park fees by amending the schedule of fees

### **MISCELLANEOUS**

**SUPERVISOR'S REMARKS:** Supervisor John Polimeni

### **ADJOURNMENT**

**John Polimeni, Supervisor**

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 28, 2026, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 59.26**

**Accepting Town Board Meeting Minutes**

**THEREFORE, UPON MOTION OF** Councilmember **DESGANTIS**, seconded by Councilmember **SCHLAG**, **NOW**

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby adopts the minutes of January 14, 2026, Town Board.

**SECTION 2.** This resolution shall become effective January 28, 2026.

**DATED:** January 28, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on **January 28, 2026**, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this **January 30, 2026**.

*Megan Griffin*

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 28, 2026, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 60.26**

**Extend Chemical Supplier Contract with JCI for Chlorine Gas**

**THEREFORE, UPON MOTION OF** Councilmember **DESGANTIS**, seconded by Councilmember **SCHLAG**,

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to approve and execute an agreement with JCI Jones Chemical Inc. from 1/1/26 to 12/31/26 to provide Chlorine gas to Water District #5 Treatment Plant at the same rate as 2025 prices of 150 lb. Cylinders at Four hundred dollars (\$400.00) a cylinder.

**SECTION 2.** This resolution shall become effective January 28, 2026.

**DATED:** January 28, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on **January 28, 2026**, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this **January 30, 2026**.

*Megan Griffin*

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 28, 2026, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 61.26**

**Call for bids for Sodium Hexametaphosphate for Water District #5 Treatment Plant**

**THEREFORE, UPON MOTION OF** Councilmember **DESGANTIS**, seconded by Councilmember **SCHLAG**,

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Sodium Hexametaphosphate for Water District #5 Treatment Plant.

**SECTION 2.** The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) at least five (5) days before the date of reception of bid proposals:

**TOWN OF ROTTERDAM  
NOTICE TO BIDDERS**

**PLEASE TAKE NOTICE:** That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 13<sup>th</sup> of February 2026, at 10:30 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**SODIUM HEXAMETAPHOSPHATE**

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

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT  
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON  
BIDNET PRIOR TO 10:30 A.M., FEBRUARY 13, 2026**

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

**BY ORDER OF THE ROTTERDAM TOWN BOARD  
MEGAN GRIFFIN, TOWN CLERK**

**DATED:** January 28, 2026

**BidNet:** Please publish on January 30, 2026

**Daily Gazette:** Please publish once on January 30, 2026

**Town Clerk Post**

**SECTION 3.** This resolution shall become effective January 28, 2026.

**DATED:** January 28, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on **January 28, 2026**, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this **January 30, 2026**.

*Megan Griffin*

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 28, 2026, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 62.26**

**Budget Transfer to fund work at Highway Garage**

**THEREFORE, UPON MOTION OF** Councilmember **DESGANTIS**, seconded by Councilmember **SCHLAG**,

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to transfer funds in the total amount of four thousand dollars (\$4000.00) from account A5132-4904 to account A5010-4900 for work being done at the Highway Garage offices.

**SECTION 2.** This resolution shall become effective January 28, 2026.

**DATED:** January 28, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on **January 28, 2026**, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this **January 30, 2026**.

*Megan Griffin*  
\_\_\_\_\_  
Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 28, 2026, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 63.26**

**To approve 2025 quarterly expense transfers of gas and diesel**

**THEREFORE, UPON MOTION OF** Councilmember **DESGANTIS**, seconded by Councilmember **SCHLAG**,

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

**SECTION 1.** Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **GAS** expenditures to the various accounts for 2025 are hereby audited and approved:

<b><i>Fund</i></b>	<b><i>Account No.</i></b>	<b><i>Title</i></b>	<b><i>Amount</i></b>
General	A5132 4304	FROM: Central Gas Expenditure	-20,654.50
General	A3120 4302	INTO: Patrol Vehicle Gas	+15,205.29
General	A3310 4302	INTO: Traffic Control Gas	+442.24
General	A7110 4302	INTO: Parks Gas	+2,654.75
General	A1355 4302	INTO: Assessor	+29.57
General	A3410 4302	INTO: Fire Fight Gas	+2,322.65
General	A5132 4304	FROM: Central Gas Expenditure	-3,074.56
Highway	DA5110 4304	INTO: Fuel General	+1,367.92
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+1,706.64
General	A5132 4304	FROM: Central Gas Expenditure	-2,332.21
S2	S28120 4302	INTO: S2 Gas Oil Lube	+2,332.21
General	A5132 4304	FROM: Central Gas Expenditure	-2,434.12
W5	W58340 4302	INTO: W5 Gas Oil Lube	+2,434.12

**SECTION 2.** Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **DIESEL** expenditures to the various accounts for 2025 are hereby audited and approved:

<b><i>Fund</i></b>	<b><i>Account No.</i></b>	<b><i>Title</i></b>	<b><i>Amount</i></b>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-3,097.47
General	A8189 4302	INTO: Landfill Gas	+1,677.44
General	A3410 4302	INTO: Fire Fight Gas	+1,420.03
General	A3120-4202	INTO: Police Diesel Generator	+

<u>Fund</u>	<u>Account No</u>	<u>Title</u>	<u>Amount</u>
Highway	A5132 4304	FROM: Central Diesel Expenditure	-14,096.14
Highway	DA5110 4304	INTO: Fuel General	+3,665.09
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+10,431.05
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-490.60
S2	S28120 4302	INTO: S2 Gas Oil Lube	+490.60
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-509.50
W5	W58340 4302	INTO: W5 Gas Oil Lube	+509.50

**SECTION 3.** This resolution shall become effective January 28, 2026.

**DATED:** January 28, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on **January 28, 2026**, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this **January 30, 2026**.

*Megan Griffin*

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 28, 2026, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 64.26**

**Maintenance Agreement Generators**

**THEREFORE, UPON MOTION OF** Councilmember **DESGANTIS**, seconded by Councilmember **SCHLAG**,

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to approve and execute an agreement with Cummins Sales and Service for a (2) two-year Maintenance Agreement on the generator at the Whispering Pines and Helderberg #1 pump stations in amounts not to exceed \$3,702.70 and \$1,647.92 respectively.

**SECTION 2.** This resolution shall become effective January 28, 2026.

**DATED:** January 28, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on **January 28, 2026**, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this **January 30, 2026**.

*Megan Griffin*

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 28, 2026, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 65.26**

**Approve and Execute contract with Muncity Integrated Parcel SaaS**

**THEREFORE, UPON MOTION OF** Councilmember **DESGANTIS**, seconded by Councilmember **SCHLAG**,

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute a contract with Muncity Integrated Parcel Management SaaS for a (3) three-year Contract for integrating the Muncity program within the Town of Rotterdam for use with Code, Planning, Zoning, payments etc. First year Fifty-two thousand dollars (\$52,000.00), second year ten thousand dollars (\$10,000.00) and third year eleven thousand and twenty-six dollars (\$11,026).

**SECTION 2.** This resolution shall become effective January 28, 2026.

**DATED:** January 28, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on **January 28, 2026**, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this **January 30, 2026**.

*Megan Griffin*

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 28, 2026, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 66.26**

**To approve and execute an agreement with Hodgson Russ LLP to represent Real Property Tax Law Article 7 litigation matters**

**THEREFORE, UPON MOTION OF** Councilmember **DESGANTIS**, seconded by Councilmember **SCHLAG**,

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with the Glen Doherty from Hodgson Russ LLP, located at 677 Broadway, Suite 401, Albany, NY 12207, to represent the Town of Rotterdam related to Real Property Tax Law Article 7 litigation matters for the year 2026.

**SECTION 2.** This resolution shall become effective January 28, 2026.

**DATED:** January 28, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on **January 28, 2026**, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this **January 30, 2026**.

*Megan Griffin*  
Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 28, 2026, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 67.26**

**Establish and approve Town Park fees by amending the Schedule of fees**

**THEREFORE, UPON MOTION OF** Councilmember **DESGANTIS**, seconded by Councilmember **SCHLAG**,

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to establish and approve fees for use of Town Parks and amend the Town of Rotterdam Schedule of fees.

**SECTION 2.** This resolution shall become effective January 28, 2026.

**DATED:** January 28, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on **January 28, 2026**, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this **January 30, 2026**.

*Megan Griffin*  
Megan Griffin, Town Clerk



**RESOLUTION NO. 69.26**

**TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM  
OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL  
SERVICE EMPLOYEES' ASSOCIATION (CSEA) RECOGNIZING THE  
ESTABLISHMENT OF THE NEW JOB TITLE OF CARPENTRY AND FACILITIES  
SYSTEM MECHANIC, PARKS AND RECREATION SUPERVISOR AND HUMAN  
RESOURCES AND BENEFITS ADMINISTRATOR**

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

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes The Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the establishment of the new position of Carpentry and Facilities System Mechanic, a position in the non-competitive class of the civil service, and Parks and Recreation Supervisor and Human Resources and Benefits Administrator, positions in the competitive class of the civil service, both CSEA bargaining unit positions covered under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.

**SECTION 2.** This resolution shall become effective February 11, 2026.

**DATED:** February 11, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
Desantis			
Gallucci			
Matelitz			
Polimeni			

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: February 2, 2026

TO: Town Board

FROM: John Polimeni, Supervisor

TITLE OF REQUEST: Accept new positions of Carpentry and Facilities Systems Mechanic, Parks and Recreation Supervisor and Human Resources and Benefits Administrator

TOWN BOARD MEETING: February 11, 2026

Background Information: Currently there are no titles in the Carpentry and Facilities Systems Mechanic, Parks and Recreation Supervisor was an approved position just never filled and for Human Resources and Benefits Administrator, this upgraded position can provide HR administration without hiring an HR coordinator.

Evaluation/Analysis: With the creation of the Carpentry and Facilities Systems Mechanic position it allows for a Town employee to work on all building and carpentry for the Town without having to bid out jobs. The position for Parks and Recreation Supervisor position has been restored, which was dormant. For the Human Resources and Benefits Administrator, this will replace the Human Resource Coordinator without the expense

Recommendation(s): Accept new position of Carpentry and Facilities Systems Mechanic, Parks and Recreation Supervisor and Human Resources and Benefits Administrator

Attachment/Document(s): Civil Service Job Description and meeting minutes from the Schenectady County Civil Service Commission January 22, 2026

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE TOWN OF ROTTERDAM**  
**AND**  
**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC, LOCAL 1000 AFSCME,**  
**AFL-CIO, TOWN OF ROTTERDAM UNIT #8504 OF THE SCHENECTADY COUNTY LOCAL # 886**

**WHEREAS** the Town of Rotterdam (hereinafter "Town") and CSEA, Local 1000 AFSCME, AFL-CIO, Town of Rotterdam Unit #8504 of the Schenectady County Local 886 (hereinafter "CSEA") are parties to a collective bargaining agreement (the "CBA") effective from January 1, 2024, through December 31, 2027;

**WHEREAS** the Town intends to recognize the new job titles Human Resources & Benefits Administrator, Parks & Recreation Supervisor, and Carpentry & Facilities Systems Mechanic as CSEA bargaining unit positions;

**WHEREAS** the Town and CSEA agree on the need to clarify that the scope of the duties of the Human Resources & Benefits Administrator does not include anything pertaining to negotiation of the CBA;

**IT IS HEREBY AGREED:**

1. The Town, on or after February 4th, 2026 will voluntarily recognize the titles of Human Resources & Benefits Administrator, Parks & Recreation Supervisor, and Carpentry & Facilities Systems Mechanic as CSEA bargaining unit positions covered under the CBA.
2. These positions will be paid as outlined in "Schedule A" (attached).
3. As a CSEA-represented position which is neither management nor confidential, the Human Resources & Benefits Administrator will not be expected to assist the Town in its negotiations with CSEA as a management or confidential employee would.
4. This Agreement is subject to board approval by the Town of Rotterdam Town Board.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their proper officers.

**TOWN OF ROTTERDAM**

**CSEA, INC.**

---

John Polimeni, Town Supervisor

---

Jordan Helin, CSEA, Inc.

---

Date

---

Date

---

Daniel Marsello, Rotterdam Unit President

---

Date

## **Schedule A – New Title Salary Schedules**

Carpentry & Facilities Systems Mechanic:

- Step 1: \$72,433.13
- Step 2: \$74,214.98
- Step 3: \$76,040.67
- Step 4: \$77,911.27
- Step 5: \$79,827.89

Parks & Recreation Supervisor:

- Step 1: \$78,182.64
- Step 2: \$79,746.29
- Step 3: \$81,341.22
- Step 4: \$82,968.04
- Step 5: \$84,627.40

Human Resources & Benefits Administrator:

- Step 1: \$83,970.44
- Step 2: \$85,649.85
- Step 3: \$87,362.85
- Step 4: \$89,110.11
- Step 5: \$90,892.31



**MEETING MINUTES  
SCHENECTADY COUNTY  
CIVIL SERVICE COMMISSION**  
January 22, 2026

**Present:**

Judy Dagostino – Chair of the Civil Service Commission  
B. Donald Ackerman – Commissioner  
Richard Nebolini – Commissioner  
Joe McQueen – Secretary to the Civil Service Commission  
Barbara Leonard – Confidential Assistant to the Secretary of the Civil Service Commission  
Julie Blittig – Deputy Director of Civil Service

Mrs. Dagostino called the meeting to order at 1:08.

All Commissioners were present.

There were no comments during Privilege of the Floor for the Public Hearing.

There were no comments during Privilege of the Floor for the Agenda.

Mr. Nebolini moved, and Mr. Ackerman seconded, and the Commission unanimously voted to approve the minutes of December 16, 2025.

Mr. Nebolini moved, and Mrs. Dagostino seconded, and the Commission unanimously voted to approve the Report of Personnel Actions (attached).

Mr. Ackerman moved, and Mrs. Dagostino seconded, and the Commission unanimously voted to approve the following positions, based on New Position Duty Statements:

<u>Position</u>	<u>Jurisdiction</u>	<u>Department</u>	<u>Classification</u>
Aging Services Representatives (HELPs Program)	County	Senior and Long-Term Care Services	Non-Competitive*
Carpentry and Facilities Systems Mechanic	Rotterdam		Non-Competitive*
Child Advocacy Center Education and Support Specialist I	County	District Attorney	Competitive
Child Advocacy Center Education and Support	County	District Attorney	Competitive

Specialist II			
Community School Coordinator (3)	City Schools		Competitive
Director of Fiscal Operations (Public Health) (HELPs Program)	County	Public Health	Non-Competitive*
Director of Operations and Compliance (HELPs Program)	County	Public Health	Non-Competitive*
Environmental Health Specialists I (HELPs Program)	County	Public Health	Non-Competitive*
Environmental Health Specialists II (HELPs Program)	County	Public Health	Non-Competitive*
Facilities Aides (HELPs Program)	County	Office Of Facilities	Non-Competitive*
Financial Crimes Analysts (HELPs Program)	County	District Attorney	Non-Competitive*
Human Resources and Benefits Administrator	Rotterdam		Competitive
Infection Control Coordinators (HELPs Program)	County	Glendale Home	Non-Competitive*
Legal Case Manager	County	Conflict Defender	Competitive
Parent Advocates (HELPs Program)	County	Public Defender	Non-Competitive*
Paralegal (County) (2)	County	Law	Competitive
Physical Therapist (School District) (3)	City Schools		Competitive
Public Services Manager (HELPs Program) (4)	County	Library	Non-Competitive*
Senior Deputy County Attorney (2)	County	Law	Exempt*
Senior Legal Secretary (3)	County	District Attorney	Non-Competitive*

\*pending classification

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to adopt the following new job specifications:

<u>Position</u>	<u>Jurisdiction</u>	<u>Department</u>	<u>Classification</u>
Aging Services Representatives (HELPs Program)	County	Senior and Long Term Care Services	Non-Competitive*
Carpentry and Facilities Systems Mechanic	Town of Rotterdam		Non-Competitive*
Child Advocacy Center Education and Support	County	District Attorney	Competitive

<b>Specialist I</b>			
Child Advocacy Center Education and Support Specialist II	County	District Attorney	Competitive
Director of Fiscal Operations (Public Health) (HELPs Program)	County	Public Health	Competitive
Director of Operations and Compliance (HELPs Program)	County	Public Health	Non-Competitive*
Environmental Health Specialists I (HELPs Program)	County	Public Health	Non-Competitive*
Environmental Health Specialists II (HELPs Program)	County	Public Health	Non-Competitive*
Facilities Aides (HELPs Program)	County	Office of Facilities	Non-Competitive*
Financial Crimes Analysts (HELPs Program)	County	District Attorney	Non-Competitive*
Human Resources and Benefits Administrator	Town of Rotterdam		Competitive
Infection Control Coordinators (HELPs Program)	County	Glendale Home	Non-Competitive*
Legal Case Manager	County	Conflict Defender	Competitive
Parent Advocates (HELPs Program)	County	Public Defender	Non-Competitive*
Public Services Manager (HELPs Program)	County	Library	Non-Competitive*

Mrs. Dagostino moved, and Mr. Nebolini seconded, and the Commission unanimously voted to revise the following job specifications:

<b><u>Position</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Department</u></b>
Automotive Mechanic Helper	Burnt Hills-Ballston Lake School District	
Computer Software Support Assistant	County	Information Systems
Park and Recreation Supervisor	Town of Rotterdam	
Patrol Division Inspector	County	Sheriff
Planner I	County	Economic Development and Planning
Transportation Assistant Director	Mohonasen School District	

Mrs. Dagotino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Mayor, Village of Scotia, to reinstate Elizabeth Hogan as a Police Officer based on her previous permanent competitive class status with Fulton County.

Mr. Nebolini moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Sheriff, Schenectady County, to reinstate Benjamin Ferretti to the position of Patrol Officer in accordance with Schenectady County Civil Service Rule XVIII based on his previous permanent competitive class status with the Town of Glenville as a Police Officer.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Mayor, City of Schenectady, to promote Brian Whipple to the position of Police Chief in accordance with the requirements of Section 52.7 of the New York State Civil Service Law and Rule XII.8 of the Schenectady County Civil Service Rules.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously moved to adjourn.

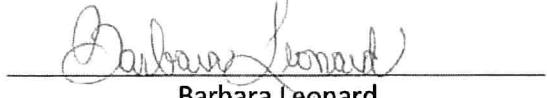
The next meeting of the Civil Service Commission will be held on Thursday, February 19, 2026.

Respectfully Submitted,



Joe McQueen  
Secretary to the Civil Service  
Commission

By:



Barbara Leonard

Confidential Assistant to the Secretary of  
the Civil Service Commission

**ELIGIBLE LISTS EXPIRED IN FACE OF NEW LIST**

**None**

The following Eligible Lists were established for four years:

70451-010      Wastewater Treatment Plant Mechanic (Town)  
PROM      Passed: 1      Failed: 0  
Established on 12/31/25

The following Preferred Eligible Lists were established for four years:

**None**

There was no Eligible List established for the following:

**None**

**THE FOLLOWING ELIGIBLE LISTS WILL EXPIRE IN FEBRUARY:**

52.7 XII.8 Gugumuck	Comm. of Finance and Admin (City)	02/19/26	0 names left
89328-010	Community Opioid Response Manager	02/26/26	0 names left
52.7 Halbfinger	Police Chief (Type A) V/O Scotia	02/19/26	0 names left
75686-010	Principal Public Works Accts. and Benefits Asst.(Co. Hwy)	02/27/26	0 names left
52.7 XII.8 Sondrup	Sr. Long Term Care Billing Clk (Co. Glendale)	02/19/26	0 names left
52.7 XII.8 Quesada	Senior Technical Resource Off (Co. Sheriff)	02/19/26	0 names left

**RESOLUTION NO. 70.26**

**TO APPOINT PETER GREISLER TO THE POSITION OF WATER AND SEWER  
MAINTENANCE WORKER**

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

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

**SECTION 1.** Peter Greisler, of Rotterdam, New York 12306, is hereby appointed to the position of Water and Sewer maintenance worker, permanent, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-seven thousand eight hundred nineteen dollars and 97/100 (\$57,819.97), commencing February 17, 2026.

**SECTION 2.** This resolution shall become effective February 11, 2026.

**DATED:** February 11, 2026.

NAME	AYES	NOES	ABSTAIN
Schlag			
Desantis			
Gallucci			
Matelitz			
Polimeni			

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: February 2, 2026

TO: Rotterdam Town Board

FROM: John Polimeni, Town Supervisor

TITLE OF REQUEST: To appoint Peter Greisler to Water and Sewer Maintenance Worker.

TOWN BOARD MEETING: February 11, 2025

Background Information: This maintenance worker position has been budgeted and replace existing vacancies at the Water and Sewer Department

Evaluation/Analysis: This new hire was interviewed by the Town Supervisor and Water and Sewer supervisor and meets the minimum qualifications for this position.

Recommendation(s): Appoint Peter Greiler to position of Water and Sewer Maintenance worker, full time, with full employee benefits, at an annual salary of \$57,819.97 effective February 11, 2026.

Attachment/Document(s): Civil service applications.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town Supervisor

# TOWN OF ROTTERDAM

John Polimeni, Supervisor  
Ronald Schlag, Deputy Supervisor  
Teri Gallucci, Councilmember  
Michael DeSantis, Councilmember  
Patty Matelitz, Councilmember



John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306  
Telephone: 518-355-7575 Ext. 393 • Fax: 518-355-7976 • Website: [www.rotterdamny.org](http://www.rotterdamny.org)

January 30, 2026

Dear Mr. Greisler,

Pursuant to our telephone conversation on Thursday January 29, 2026, the Town of Rotterdam would like to offer you the position of Water/Sewer Maintenance Worker starting Tuesday February 17, 2026. The compensation for this position is \$57,819.97 per year. Your appointment to this position will occur at the Rotterdam Town Board Meeting being held on February 11, 2026 at 7:00 PM at the Rotterdam Town Hall, 1100 Sunrise Blvd. I would appreciate your attendance at this meeting so that you can be introduced.

Before your start date of February 17, 2026 you can and should obtain your "new hire" packet from Ms. Morgan Coryer: her office is located on the third floor of Town Hall. Ms. Coryer will answer any questions that you may have concerning benefits afforded to you by the Town.

Thank you and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "John Polimeni".

John Polimeni

Supervisor  
Town of Rotterdam

Cc A.Grace  
A.Lawson  
M. Coryer  
R. Schlag

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



# Schenectady County

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

## APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Water & Sewer Main

POSITION TITLE

EXAM NUMBER

Date Received \_\_\_\_\_ Approved 1/29/26

Conditional \_\_\_\_\_ Disapproved \_\_\_\_\_

CIVIL SERVICE DEPT.  
USE ONLY

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

2. Name and Legal Residence

ROBERT GREENBERG R F  
Last Name First Name Middle Initial

Street Address or Road R.D. # or P.O. Box #

Schenectady NY 12306  
County City, Town, Village State Zip

Home Phone Number Cell Phone

Email Address:

If mailing address is different:

Street Address or Road R.D. # or P.O. Box #

County City, Town, Village State Zip

Social Security Number

3. Police Officer & Firefighter Candidates Only:

Date of Birth (MM/DD/YYYY) 1/1/1

4. Residency Requirements: Candidates must meet the Residency Requirements as stated on the examination announcement. You must complete the following to determine if you meet these residency requirements. Indicate how long this has been your legal residence, up to the date of this application, showing that you meet the residency requirements as announced.

	Name	Years	Months
State of:	<u>New York</u>	,	,
County of:	<u>Schenectady</u>	,	,
Village of:	<u>ROTTLEDAR</u>	,	,
Town of:	<u>ROTTLEDAR</u>	,	,
City of:	<u>Schenectady</u>	,	,
School District	<u>SCHENECTADY</u>	,	,

5. Citizenship

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

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

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

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

Religious  Military  Disability

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

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

License #:	
Restrictions:	
Expiration Date:	<u>8/25/28</u>
Endorsements:	
Class of License:	<u>B</u>
Is this License Currently Valid	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

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

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

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

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

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

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**High School**

Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?  YES  NO

If Yes, Name and Location of High School or Issuing Government Authority:

LINTON HIGH

Equivalency Diploma Number:

**College, University, Professional or Technical School**

Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate?		Date Degree Expected or Received
				Yes	No	

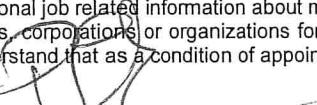
**13. Experience:** All sections must be filled out completely even if you attach a resume. Begin with the most recent employment. List all employment or military service that shows that you meet the minimum qualifications for the examination. Omissions or vagueness will not be interpreted in your favor.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

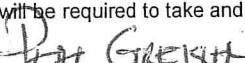
<b>Length of Employment</b>	Firm Name:	BELIEVEABLE DELIVERIES	
From:	Firm Address:		
To:	Month/Year (mm/yyyy)	<b>Description of Duties:</b> MADE DELIVERIES ON DAILY BASIS	
	Month/Year (mm/yyyy)		
<b>Employment Details</b>			
Your Exact Title	DRIVER		
Name of Your Supervisor			
Supervisor's Title			
Hours worked / wk. (exclusive of overtime)			
Reason for Leaving	WENT TO DIAGOSTINO		
<b>Length of Employment</b>	Firm Name:	DIAGOSTINO BLOCK	
From:	Firm Address:		
To:	Month/Year (mm/yyyy)	<b>Description of Duties:</b> MAKING DELIVERIES DAILY	
	Month/Year (mm/yyyy)		
<b>Employment Details</b>			
Your Exact Title	DRIVER		
Name of Your Supervisor			
Supervisor's Title			
Hours worked / wk. (exclusive of overtime)	40		
Reason for Leaving			

<b>Length of Employment</b>	Firm Name:			
From:	Firm Address:			
To: Month/Year (mm/yyyy)	<b>Description of Duties:</b>			
Month/Year (mm/yyyy)				
<b>Employment Details</b>				
Your Exact Title				
Name of Your Supervisor				
Supervisor's Title				
Hours worked / wk. (exclusive of overtime)				
Reason for Leaving				
<b>Length of Employment</b>			Firm Name:	
From:	Firm Address:			
To: Month/Year (mm/yyyy)	<b>Description of Duties:</b>			
Month/Year (mm/yyyy)				
<b>Employment Details</b>				
Your Exact Title				
Name of Your Supervisor				
Supervisor's Title				
Hours worked / wk. (exclusive of overtime)				
Reason for Leaving				

**THIS AFFIRMATION MUST BE COMPLETED**

I affirm, subject to the penalties of perjury, that the statements made in this application, including statements made in any accompanying papers, are true. I understand that all statements made by me in connection with this application are subject to investigation and verification and that a material misstatement or fraud may disqualify me from appointment and/or lead to revocation of my appointment. I give the employer the right to investigate all references and to secure additional job related information about me. I hereby release from liability the employer and its representatives for seeking such information and all other persons, corporations or organizations for furnishing such information. If the position I am applying for is covered by the employer's drug testing policy, I understand that as a condition of appointment to this position, I will be required to take and successfully pass a pre-employment drug test.

  
Signature of Applicant

  
Print Name

  
Date

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

**RESOLUTION NO. 71.26**

**TO ESTABLISH THE INAUGURAL TOWN OF ROTTERDAM LION'S AWARD  
RECOGNIZING A RESIDENT WHO HAS MADE SIGNIFICANT CONTRIBUTIONS  
TO THE COMMUNITY**

**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 establishes the Town of Rotterdam Lion's Award, an award recognizing a resident of the Town of Rotterdam who has made significant contributions to the community through service, volunteerism, leadership, or civic engagement.

**SECTION 2.** This resolution shall become effective February 11, 2026.

**DATED:** February 11, 2026.

NAME	AYES	NOES	ABSTAIN
Schlag			
Desantis			
Gallucci			
Matelitz			
Polimeni			

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: February 2, 2026

TO: Rotterdam Town Board

FROM: John Polimeni, Town Supervisor

TITLE OF REQUEST: To establish the inaugural Town of Rotterdam Lion's Award recognizing a resident who has made significant contributions to the community

TOWN BOARD MEETING: February 11, 2026

Background Information: This award is intended to highlight the positive contributions of Town residents who exemplify the values of volunteerism, leadership, and dedication to the community. By formally recognizing individuals who give back to Rotterdam, the Town reinforces a culture of service and strengthens pride in the community.

Evaluation/Analysis:

Recommendation(s):

Attachment/Document(s): N/A.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town Supervisor

**RESOLUTION NO. 72.26**

**CALL FOR BIDS FOR TREE CUTTING & REMOVAL SERVICES**

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

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

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Tree Cutting & Removal Services.

**SECTION 2.** The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) at least five (5) days before the date of reception of bid proposals:

**TOWN OF ROTTERDAM  
NOTICE TO BIDDERS**

**PLEASE TAKE NOTICE:** That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 13th day of March 2026, at 10:30 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

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

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT  
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON  
BIDNET PRIOR TO 10:30 A.M., MARCH 13, 2026**

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

**BY ORDER OF THE ROTTERDAM TOWN BOARD**  
**MEGAN GRIFFIN, TOWN CLERK**

**DATED:** February 11, 2026

**BidNet:** Please publish on February 13, 2026

**Daily Gazette:** Please publish once on February 13, 2026

**Town Clerk Post**

**SECTION 3.** This resolution shall become effective February 11, 2026.

**DATED:** February 11, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
Desantis			
Gallucci			
Matelitz			
Polimeni			

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: January 21, 2026

TO: Rotterdam Town Board

FROM: Robert Denny, Highway Superintendent

TITLE OF REQUEST: Requesting Bids for Specification and Bid Proposal for providing Tree Cutting & Removal Services.

TOWN BOARD MEETING: February 11, 2026

Background Information: The awarded bid for Specification and Bid Proposal for providing Tree Cutting & Removal Services from 2025 will expire on April 13, 2026.

Evaluation/Analysis: Re-Bid according to Town Policy.

Recommendation(s):

Attachment/Document(s): Bid Package.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Town Supervisor

# *Town of Rotterdam*

## *Highway Department Request for Bids*

### **Tree Cutting & Removal Services**

*Bid Opening:  
Friday, March 13, 2026  
@ 10:30 A.M.*

**TOWN OF ROTTERDAM**

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

***Tree Cutting & Removal Services***

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

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

---

*Signature*

---

*Name of Company or Corporation*

---

*Address*

---

*City*

---

*State*

---

*Zip*

*If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.*

**TOWN OF ROTTERDAM**  
**ADVERTISEMENT FOR BIDS**

Sealed proposals for the furnishing of all labor, materials, equipment, supplies, manpower and other means necessary for the Tree Cutting & Removal Services, so designated by the Highway Superintendent or the Acting Supervisor of the Department of Public Works, in accordance with the specifications set forth, will be received by the Town of Rotterdam Town Clerk at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam New York 12306 at **10:30 a.m. on March 13, 2026**, at which time and place they will be publicly opened and read out loud.

If the information provided by bidder does not have bona fide experience by bidder in this line of work requested, or in the Town's judgment, is not qualified to carry out the obligations of the contract the bid will be rejected. Conditional bids will not be accepted.

**Each bidder must submit with their bid, copies of Workers' Compensation insurance certificates, liability insurance and automobile liability insurance in the specified amounts. The Town of Rotterdam should be named on both policies as additional insured.**

The bidder whose bid has been accepted will be required to execute a contract within ten days from the date of service of a notice, delivered in person or mailed to the address given in the bid that the contract has been awarded to him. In the case of failure to execute the contract and meet all other stated requirements within the time slated, the bidder shall be deemed to have abandoned the contract.

At the time of opening of bids each bidder will be presumed to be fully aware of the bidding documents and to have read and to be thoroughly familiar with the specifications. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the bid.

Bidders will comply with Section 103 of the General Municipal Law which states, in effect, that this contract may be cancelled without liability by the Town and the bidder may be disqualified to contract with any other municipality for a period of five years if the bidder, its officers or directors, when called before a Grand Jury to testify concerning any public transaction or contract, refused to sign a waiver of immunity.

In addition to the other provisions herein contained to be done or performed by the contractor as a part of this agreement, the said contractor certifies, pursuant to the provisions of Sec. 103-d of the General Municipal Law that: a) the bid has been arrived at by the bidder independently and has been submitted without collusions with any other vendor of materials, supplies or equipment of the type described in the invitation for bids; and b) the contents of the bid have not been communicated by the person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

END OF SECTION

*Page 1 of 1*

## INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before 10:30 a.m. on March 13, 2026, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by 10:30 a.m. March 13, 2026 will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>), and the Town Clerk at Town Hall. The Town 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 in person bids are to be delivered to the Town Clerk located at 1100 Sunrise Blvd, Rotterdam, NY 12306. Postage paid by bidder for mail or special delivery.
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.

**TOWN OF ROTTERDAM**  
**GENERAL REQUIREMENTS**

1. It is the intent of this Request for Bids that all political subdivisions, and districts be entitled to make purchases 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 certified payroll sheets must be submitted prior to payment.
3. The contractor shall, at a minimum carry the following minimum insurance coverage; Liability Insurance \$1 million/occurrence and \$2 million/aggregate; \$1 million Excess Umbrella Policy; Automotive Coverage \$1 million; Property Insurance \$1 million. Certificate of Workers Compensation Insurance. Town of Rotterdam shall be named 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. Bidder shall honor bid price for one (1) year from the date of the bid opening at the mutual consent of both the Town and the Contractor. At the mutual consent of both the Town and the Contractor, the term of the contract and or contract bid prices may be extended to a second and third year.
6. Non-Appropriations Clause: Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Town for payment under this Agreement. The Town will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Town of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.
7. 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.
8. Disqualifications
  - a. Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an

unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant, and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

- b. The Town reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- c. Bids may be considered irregular and may be subject to rejection for the following reasons:
  - i. If bid is on a form other than that furnished by the Town, is altered, or if any part of the bidding documents is detached.
  - ii. If there are unauthorized additions conditions or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
9. Non-Collusive Bidding Certificate: All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate is required to be submitted with each bid on the form provided by the Town.

#### 10. Bid Form

- a. Bid form is attached hereto.
- b. Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- c. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- d. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- e. All names must be printed or typed below the signature.
- f. The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- g. The address to which communications regarding the bid are to be directed must be included on the Bid Form.

## 11. Bid Evaluation

- a. Bids shall remain valid until:
  - i. The execution of a contract by the Town
  - ii. The award of a purchase order by the Town
  - iii. As otherwise rejected by the Town; or
  - iv. 45 days after bid opening.
- b. Bids received will be evaluated by the Town of Rotterdam and will be based, as a minimum, upon the following criteria:
  - i. Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
  - ii. Completeness of the bid.

## 12. Modification and Withdrawal of Bids

- a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the matter that a bid must be executed) and delivered to the place where bids are to be submitted.
- b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid.

## 13. Award of Bid

- a. Award will be made as determined to be in the best interest of the Town.
- b. All offers received shall be net cost to the Town. The Town shall not be responsible for any additional costs; including, but not limited to, overtime required by the vendor to meet the appropriate deadlines.
- c. The apparent successful Bidder will be issued a Notice of Award in the form of a Town purchase order or contract. Purchase orders are issued with an expected term of thirty (30) days from receipt of all items.
- d. The Town reserves the right to purchase items pursuant to General Municipal Law 104 from New York State Contracts, County Contracts, or New York State Preferred Sources within its discretion.
- e. No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without prior written consent of the Town. In the event the contractor shall without prior written consent assign, transfer, convey, sublet, or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of the contract or purchase

order or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of an attachment against the Successful Bidder, the Town shall be relieved and discharges from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub leases shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

14. Delivery and Payment

- a. All bid prices shall include freight and shall be quoted F.O.B. destination.
- b. Town of Rotterdam operates a formal Purchase Order System. Under NO circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor, who delivers items which are not ordered, or who duplicates or over ships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to the Town.
- c. All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in the Bid Specifications or Summary Sheet, or as otherwise agreed upon between the vendor and the Town.
- d. Orders will be placed on an "As Needed" basis by the Town. There will be no minimum order amounts required. Bids stipulating minimum quantity of dollar value orders may be rejected by the Town at its sole discretion.
- e. Prior to payment, the items furnished and or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.
- f. THE TOWN IS NOT SUBJECT TO FEDERAL, STATE, OR LOCAL TAXES.

15. Indemnification: The successful bidder shall indemnify, save, and hold harmless the Town of Rotterdam, its officers, agents, servants, and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents, or employees.

16. Anti-Discrimination Clause

- a. Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color, or national origin in employment of citizens upon public works, the Contractor agrees;
- b. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation, or national

origin discriminate against any citizen of the state of New York who is qualified and available to perform the work which the employment relates;

- c. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin.

**TOWN OF ROTTERDAM  
SPECIFICATIONS**

The Contractor will be responsible for the furnishing of all labor, materials, equipment, supplies, manpower and other means necessary for the Tree Cutting & Removal Services, so designated by the Highway Superintendent or the Acting Supervisor of the Department of Public Works, in accordance with the specifications set forth. It is the responsibility of the Contractor to properly and safely carry out tree removal operations, and the Town assumes no responsibility for the method, technique, equipment or the safety of the Contractor's staff in the performance of the 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, at 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.

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

The BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER (Town of Rotterdam) in the form included in the Contract Documents to perform and finish all work as specified or indicated in the Contract Documents for the Unit Prices and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders. The bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents including Addenda.

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

BIDDER has given the Town of Rotterdam written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Town of Rotterdam, if any, is acceptable to BIDDER.

This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

If the undersigned fails to execute the contract as stated in the foregoing Notice to Bidders, within fifteen days from the date of notification of the awarding of the contract, the OWNER may, at its option, determine that the undersigned has forfeited the contract.

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

**Unit Price Bid Amount**

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 Supervisor of the Department of Public Works, in accordance with the terms and conditions noted herein, complete according to the following price schedule.

1	2	3	x	4	x	5	6	7
Item	Description	Hourly Rate/ Worker		No. of Workers		Crew Hourly Rate (=Col. 3 x Col. 4)	Hours/ Day	Daily Rate (=Col. 5 x Col. 6)

A	Tree Cutting & Removal Labor Costs	<input type="text"/>	x 3	=	<input type="text"/>	x 8 hrs./day	\$	<input type="text"/>
B	Bucket Truck Rental					x 8 hrs./day	\$	<input type="text"/>
C	Chipper Equipment Rental					x 8 hrs./day	\$	<input type="text"/>
D	Tree Removal Truck (rack or comparable)					x 8 hrs./day	\$	<input type="text"/>
E	Logging Truck					x 8 hrs./day	\$	<input type="text"/>
F	Crane Rental					x 8 hrs./day	\$	<input type="text"/>

G Total Cost Per Day (Sum of Daily Rates for A, B, C, D and E  
From Column 7)

<input type="text"/>	<input type="text"/>
\$	<input type="text"/>

Determination of the lowest responsible bid will be based on the total cost/day (Item G 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 Supervisor of the Department of Public Works.

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 Supervisor of the Department 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.

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 Supervisor of the Department of Public Works. In these cases, premium overtime rates will not be paid for work performed outside of normal working hours.

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.

- The lowest responsible bidder will be responsible for disposal of all chips, limbs and logs produced from trees removed under the terms of this contract.
- Depending on the availability of Town equipment and staff, the Highway Superintendent or the Acting Supervisor of the Department 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.
- 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.
- 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.

### **Acknowledgment of Receipt of Addenda**

## Addenda #

Date

Submitted by


**BID SUBMITTED on** \_\_\_\_\_, 2026.

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

*Signature*

*Name of Company or Corporation*

### *Address*

## City

### *State*

*Zip*

***Phone Number***

---

### *Email*

Page 4 of 4

### **NON-COLLUSION BIDDING CERTIFICATION**

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

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

Name of Firm: \_\_\_\_\_

Signed by: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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

**(SEAL OF THE CORPORATION)**

\_\_\_\_\_  
Signature of Secretary

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

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

\_\_\_\_\_  
Signature of Individual \_\_\_\_\_ Date \_\_\_\_\_

**TOWN OF ROTTERDAM  
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: \_\_\_\_\_

Signed by: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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

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

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

- **Harassment:** Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment:** Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

#### New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and

there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

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

#### United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov). If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

#### Local Protections

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

#### Contact the Rotterdam Police Department

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

**RESOLUTION NO. 73.26**

**CALL FOR BIDS FOR HIGHWAY MATERIALS: MANHOLE FRAMES & GRATES,  
AND MANHOLE SQUARE & ROUND RISERS**

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

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Highway Materials: Manhole Frames & Grates, and Manhole Square & Round Risers.

**SECTION 2.** The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) at least five (5) days before the date of reception of bid proposals:

**TOWN OF ROTTERDAM  
NOTICE TO BIDDERS**

**PLEASE TAKE NOTICE:** That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 13th day of March 2026, at 10:15 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**HIGHWAY MATERIALS: MANHOLE FRAMES & GRATES, AND MANHOLE  
SQUARE & ROUND RISERS**

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

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT  
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON  
BIDNET PRIOR TO 10:15 A.M., MARCH 13, 2026**

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

**BY ORDER OF THE ROTTERDAM TOWN BOARD  
MEGAN GRIFFIN, TOWN CLERK**

**DATED:** February 11, 2026

**BidNet:** Please publish on February 13, 2026

**Daily Gazette:** Please publish once on February 13, 2026

**Town Clerk Post**

**SECTION 3.** This resolution shall become effective February 11, 2026.

**DATED:** February 11, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
Desantis			
Gallucci			
Matelitz			
Polimeni			

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: January 21, 2026

TO: Rotterdam Town Board

FROM: Robert Denny, Highway Superintendent

TITLE OF REQUEST: Requesting Bids for Highway Materials: Manhole Frame and Grates & Manhole Round Risers

TOWN BOARD MEETING: February 11, 2026

Background Information: The awarded bid for Highway Materials: Manhole Frame and Grates & Manhole Round Risers from 2025 will expire on April 13, 2026.

Evaluation/Analysis: Re-Bid according to Town Policy.

Recommendation(s):

Attachment/Document(s): Bid Package.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Town Supervisor

# ***Town of Rotterdam***

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

### **Highway Materials: Manhole Frames & Grates, and Manhole Square & Round Risers**

***Bid Opening:***  
***Friday, March 13, 2026***  
***@ 10:15 A.M.***

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

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

***HIGHWAY MATERIALS:***  
***Manhole Frames & Grates, and***  
***Manhole Square & Round Risers***

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

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

---

*Signature*

---

*Name of Company or Corporation*

---

*Address*

---

*City*

---

*State*

---

*Zip*

*If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.*

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

<b>HIGHWAY MATERIALS</b>	<b>UNIT COST</b>	<b>DEL. COST</b>	<b>F.O.B. POINT</b>
<i>MANHOLE FRAMES AND GRATES:</i>			
• SQUARE CATCH BASIN: <b>SEE DIAGRAM 1</b>			
• SQUARE INLET BASIN: <b>SEE DIAGRAM 2</b>			
<i>MANHOLE FRAMES SQUARE RISERS:</i>			
• 26" X 26" X 1"			
• 26" X 26" X 2"			
<i>MANHOLE ROUND RISERS:</i>			
• 24" ROUND X 1"			
• 26" ROUND X 1"			

Bidder shall honor bid price for one (1) year commencing on **April 13, 2026**, at the mutual consent of both the Town and the Contractor.

**NOTE:** Questions should be submitted in writing to Robert Denny, Town of Rotterdam Highway Superintendent at [rdenny@townofrotterdam.gov](mailto:rdenny@townofrotterdam.gov) or by calling 518-355-7722.

## INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before 10:15 a.m. on March 13, 2026, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by 10:15 a.m. March 13, 2026 will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>), and the Town Clerk at Town Hall. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An “Affidavit of Non-Collusion” is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town’s Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.

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

### **NON-COLLUSION BIDDING CERTIFICATION**

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

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

Name of Firm: \_\_\_\_\_

Signed by: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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

**(SEAL OF THE CORPORATION)**

\_\_\_\_\_  
Signature of Secretary

---

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

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

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Date

---

**TOWN OF ROTTERDAM  
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: \_\_\_\_\_

Signed by: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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

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

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

- **Harassment**: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment**: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

#### New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and

there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

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

#### United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov). If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

#### Local Protections

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

#### Contact the Rotterdam Police Department

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

**RESOLUTION NO. 74.26**

**CALL FOR BIDS FOR HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND**

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

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

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Highway Materials: Crushed Limestone, Gravel, & Sand.

**SECTION 2.** The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) at least five (5) days before the date of reception of bid proposals:

**TOWN OF ROTTERDAM  
NOTICE TO BIDDERS**

**PLEASE TAKE NOTICE:** That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 13th day of March 2026, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND**

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

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT  
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON  
BIDNET PRIOR TO 10:00 A.M., MARCH 13, 2026**

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

**BY ORDER OF THE ROTTERDAM TOWN BOARD  
MEGAN GRIFFIN, TOWN CLERK**

**DATED:** February 11, 2026

**BidNet:** Please publish on February 13, 2026

**Daily Gazette:** Please publish once on February 13, 2026

**Town Clerk Post**

**SECTION 3.** This resolution shall become effective February 11, 2026.

**DATED:** February 11, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
Desantis			
Gallucci			
Matelitz			
Polimeni			

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: January 21, 2026

TO: Rotterdam Town Board

FROM: Robert Denny, Highway Superintendent

TITLE OF REQUEST: Requesting Bids for Highway Materials: Crushed Limestone, Gravel & Sand

TOWN BOARD MEETING: February 11, 2026

Background Information: The awarded bid for Highway Materials: Crushed Limestone, Gravel and Sand from 2025 will expire on April 13, 2026.

Evaluation/Analysis: Re-Bid according to Town Policy.

Recommendation(s):

Attachment/Document(s): Bid Package.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Town Supervisor

# ***Town of Rotterdam***

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

**Highway Materials:**  
**Crushed Limestone, Gravel, & Sand**

***Bid Opening:***  
***Friday, March 13, 2026***  
***@ 10:00 A.M.***

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

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

***HIGHWAY MATERIALS:***  
***CRUSHED LIMESTONE, GRAVEL & SAND***

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

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

---

*Signature*

---

*Name of Company or Corporation*

---

*Address*

---

*City*

---

*State*

---

*Zip*

*If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.*

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

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
CRUSHED LIMESTONE SIZE 1, PER TON			
CRUSHED LIMESTONE SIZE 1A, PER TON			
CRUSHED LIMESTONE SIZE 1B, PER TON			
CRUSHED LIMESTONE SIZE 2, PER TON			
CRUSHED LIMESTONE SIZE 3, PER TON			
CRUSHED LIMESTONE SIZE RUBBLE, PER TON			
GRAVEL SIZE #1 STONE, PER TON			
GRAVEL SIZE #2 STONE, PER TON			
GRAVEL SIZE #3 STONE, PER TON			
GRAVEL SIZE RUBBLE, PER TON			
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON			
GRAVEL SIZE BANK RUN, PER TON			
SAND, TYPE FILL SAND, PER TON			
SAND, TYPE ROAD SAND, PER TON			

Bidder shall honor bid price for one (1) year commencing on **April 13, 2026**, at the mutual consent of both the Town and the Contractor.

**NOTE: Questions should be submitted in writing to Robert Denny, Town of Rotterdam Highway Superintendent at [rdenny@townofrotterdam.gov](mailto:rdenny@townofrotterdam.gov) or by calling 518-355-7722.**

## INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before 10:00 a.m. on March 13, 2026, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by 10:00 a.m. on March 13, 2026 will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>), and the Town Clerk at Town Hall. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An “Affidavit of Non-Collusion” is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town’s Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.

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

### **NON-COLLUSION BIDDING CERTIFICATION**

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

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

Name of Firm: \_\_\_\_\_

Signed by: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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

**(SEAL OF THE CORPORATION)**

\_\_\_\_\_  
Signature of Secretary

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

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

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Date

**TOWN OF ROTTERDAM  
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: \_\_\_\_\_

Signed by: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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

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

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

- **Harassment**: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment**: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

#### New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and

there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

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

#### United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov). If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

#### Local Protections

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

#### Contact the Rotterdam Police Department

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

**RESOLUTION NO. 75.26**

**TO ACCEPT REVENUE FOR THE TOWN CLERK'S OFFICE FOR JANUARY 2026**

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

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

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

**SECTION 1.** The Town Clerk's report for January 2026 was placed on file, and the Town Clerk's check in the amount of eight thousand six hundred dollars and 75/100 (\$8,600.75) was submitted to the Supervisor for deposit.

**SECTION 2.** This resolution shall become effective February 11, 2026

**DATED:** February 11, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

**DATE:** February 3, 2026

**TO:** John Polimeni, Town Supervisor

**FROM:** Megan Griffin, Town Clerk

**TITLE OF REQUEST:** To Accept Revenue for the Town Clerk's Office for January 2026

**TOWN BOARD MEETING DATE:** February 11, 2026

**Background Information:** Attached

**Evaluation/Analysis:** Revenue brought in for the month of January 2026 needs deposited.

**Recommendation(s):** Approve the revenue for the month of January to be deposited into the Supervisors account.

**Attachment/Document(s):** Revenue tracking documents for January 2026.

**Compliance with Purchasing Policy?** N/A

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

**LEGISLATION PREPARED BY:** Town Clerk, Megan Griffin

Account Description	Fee Description	Account#	Qty	Local Share
Bell jar	Bell Jar License		7	70.00
			<b>Sub-Total:</b>	<b>\$70.00</b>
Bingo 3%	Bingo 3%	A2530	6	134.19
			<b>Sub-Total:</b>	<b>\$134.19</b>
Conservation	Conservation	A1255	2	5.56
			<b>Sub-Total:</b>	<b>\$5.56</b>
Dog Licensing	Exempt Dog	A2544	3	0.00
Dog Licensing	Female, Spayed	A2544	55	770.00
Dog Licensing	Female, Unspayed	A2544	6	102.00
Dog Licensing	Male, Neutered	A2544	76	1,064.00
Dog Licensing	Male, Unneutered	A2544	8	136.00
			<b>Sub-Total:</b>	<b>\$2,072.00</b>
Ez pass	Ez Pass	A1255	1	25.00
			<b>Sub-Total:</b>	<b>\$25.00</b>
GENERAL LIC.	Waste Hauler Permit	A2590	71	5,325.00
			<b>Sub-Total:</b>	<b>\$5,325.00</b>
Late Fees	Late Fee -Dog Renewal	A1550	17	170.00
			<b>Sub-Total:</b>	<b>\$170.00</b>
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	4	70.00
			<b>Sub-Total:</b>	<b>\$70.00</b>
MISC. FEES	Certified Copies	A1255	72	720.00
			<b>Sub-Total:</b>	<b>\$720.00</b>
One Day Officiant License	One Day Officiant License	A1255	1	25.00
			<b>Sub-Total:</b>	<b>\$25.00</b>
Senior Discount	Senior Discount	A2544	62	-616.00
			<b>Sub-Total:</b>	<b>-\$616.00</b>
Soliciting	Soliciting Hawking Peddler	A2545	4	600.00
			<b>Sub-Total:</b>	<b>\$600.00</b>

Account Description	Fee Description	Account#	Qty	Local Share
				<b>Total Local Shares Remitted: \$8,600.75</b>
Amount paid to: NYS Ag. & Markets for spay/neuter program				173.00
Amount paid to: NYS Environmental Conservation				399.44
Amount paid to: State Comptroller For Games Of Chance				105.00
Amount paid to: State Health Dept. For Marriage Licenses				90.00
<b>Total State, County &amp; Local Revenues:</b>	<b>\$9,368.19</b>			<b>Total Non-Local Revenues: \$767.44</b>

## To the Supervisor:

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

*John Polman*

Supervisor

*1-31-26*

Date

*M. Griffin*

Town Clerk

*1-31-26*

Date

*Monthly Worksheet of Daily Work*  
January 2026

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN NON-RESIDENT PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Official
1/2/2026	\$105.00	\$0.00	\$0.00	\$0.00	\$75.00	\$7.00	\$68.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/5/2026	\$1,830.00	\$0.00	\$0.00	\$0.00	\$215.00	\$21.00	\$194.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/6/2026	\$150.00	\$0.00	\$0.00	\$0.00	\$10.00	\$10.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/7/2026	\$156.00	\$0.00	\$0.00	\$0.00	\$146.00	\$14.00	\$132.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/8/2026	\$255.00	\$0.00	\$0.00	\$0.00	\$10.00	\$8.00	\$82.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$30.00	\$0.00
1/9/2026	\$75.00	\$0.00	\$0.00	\$0.00	\$55.00	\$9.00	\$46.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/12/2026	\$235.00	\$0.00	\$0.00	\$0.00	\$115.00	\$12.00	\$103.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00
1/13/2026	\$2,655.00	\$0.00	\$0.00	\$0.00	\$30.00	\$2.00	\$28.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/14/2026	\$255.00	\$0.00	\$0.00	\$0.00	\$165.00	\$18.00	\$147.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$15.00	\$10.00
1/15/2026	\$318.70	\$0.00	\$0.00	\$0.00	\$75.00	\$11.00	\$54.00	\$0.00	\$0.00	\$0.00	\$23.70	\$0.00	\$0.00	\$0.00
1/16/2026	\$89.98	\$0.00	\$0.00	\$0.00	\$40.00	\$4.00	\$36.00	\$0.00	\$0.00	\$0.00	\$19.98	\$0.00	\$0.00	\$0.00
1/20/2026	\$1,448.98	\$25.00	\$23.62	\$1.38	\$100.00	\$8.00	\$92.00	\$0.00	\$0.00	\$0.00	\$58.98	\$0.00	\$0.00	\$0.00
1/21/2026	\$140.00	\$0.00	\$0.00	\$0.00	\$50.00	\$5.00	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/22/2026	\$1,025.00	\$380.00	\$375.82	\$4.18	\$25.00	\$5.00	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/23/2026	\$80.04	\$0.00	\$0.00	\$0.00	\$35.00	\$3.00	\$22.00	\$0.00	\$0.00	\$0.00	\$5.04	\$0.00	\$0.00	\$0.00
1/26/2026	\$63.11	\$0.00	\$0.00	\$0.00	\$50.00	\$4.00	\$46.00	\$0.00	\$0.00	\$0.00	\$13.11	\$0.00	\$0.00	\$0.00
1/27/2026	\$77.00	\$0.00	\$0.00	\$0.00	\$52.00	\$10.00	\$42.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$10.00	\$0.00
1/28/2026	\$83.38	\$0.00	\$0.00	\$0.00	\$45.00	\$5.00	\$40.00	\$0.00	\$0.00	\$0.00	\$13.38	\$15.00	\$10.00	\$0.00
1/29/2026	\$106.00	\$0.00	\$0.00	\$0.00	\$71.00	\$9.00	\$62.00	\$0.00	\$0.00	\$0.00	\$15.00	\$10.00	\$0.00	\$0.00
1/30/2026	\$220.00	\$0.00	\$0.00	\$0.00	\$55.00	\$8.00	\$47.00	\$0.00	\$80.00	\$45.00	\$35.00	\$0.00	\$0.00	\$25.00
Audited by mg	\$9,368.19	\$405.00	\$399.44	\$5.56	\$1,629.00	\$173.00	\$1,456.00	\$0.00	\$160.00	\$90.00	\$70.00	\$134.19	\$70.00	\$25.00
13/12/2026														

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

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

3013

DATE 2/3/24 29-7/213

PAY TO THE ORDER OF Supervisor John Polimeni

Eight Thousand Six Hundred & 75/100

KeyBank 

KeyBank National Association

MEMO Revenue January 2024

Mobile  
 Online  
 Direct Deposit

Direct Deposit

Online

Mobile

Direct Deposit

Online

Direct Deposit

<input type="checkbox

**RESOLUTION NO. 76.26**

**TO APPROVE BUDGET TRANSFERS TO THE 2025 BUDGET**

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

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

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

**SECTION 1.** Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2025 are hereby audited and approved:

<b><u>Fund</u></b>	<b><u>Account No.</u></b>	<b><u>Title</u></b>	<b><u>Amount</u></b>
A	TO: A1010 100001	4 COUNCILMEMBERS	\$22.43
A	FROM: A1010 4100	OFFICE SUPPLIES	\$502.00
A	FROM: A1010 4173	OFFICE FURNITURE	\$2,500.00
A	FROM: A1010 4270	MISCELLANEOUS EXPENSES	\$50.00
A	FROM: A1010 4300	CONFERENCES	\$500.00
A	FROM: A1010 4330	ETHICS BOARD EXPENSES	\$2,500.00
A	FROM: A1010 4401	SUBSCRIPTIONS	\$50.00
A	TO: A1110 100002	TOWN JUSTICE	\$21.64
A	TO: A1110 101002	TOWN JUSTICE	\$27.56
A	FROM: A1110 110002	DEPUTY COURT CLERK	\$2,021.62
A	FROM: A1110 120002	COURT CLERK I	\$1,251.83
A	TO: A1110 125002	COURT CLERK I	\$6,799.24
A	TO: A1110 130002	COURT CLERK I	\$6,456.86
A	FROM: A1110 140002	DEPUTY COURT CLERK	\$4,895.55
A	FROM: A1110 4100	OFFICE SUPPLIES	\$1,603.36
A	TO: A1110 4201	JUSTICE CELL PHONES	\$1,122.10
A	FROM: A1110 4270	MISCELLANEOUS EXPENSES	\$200.00
A	FROM: A1110 4300	JUSTICE CONF/TRAINING	\$0.50
A	FROM: A1110 4358	JUSTICE, LAW & ORDER CTR	\$3,000.00
A	FROM: A1110 4360	JUSTICE STENOS AND INTERP	\$1,125.28
A	FROM: A1110 4400	JUSTICE REPR/MACHCONTRCT	\$2,633.61
A	FROM: A1110 4402	JUSTICE REF MANUALS	\$750.00
A	FROM: A1110 4403	JUSTICE PRO MEMBERSHIP	\$390.00
A	FROM: A1110 4500	JUSTICE ELECTRICITY	\$5,744.73
A	FROM: A1110 4600	JUSTICE HEAT	\$1,500.00
A	FROM: A1110 4700	JUSTICE POSTAGE	\$1,566.80
A	TO: A1220 100003	SUPERVISOR	\$7.14
A	TO: A1220 110001	DEPUTY SUPERVISOR	\$1.53
A	FROM: A1220 120003	HUMAN RESOURCE ADMINISTRATOR	\$100,000.00

A	TO: A1220 125003	CONFIDENTIAL SECRETARY TO SUPV	\$1,333.07
A	FROM: A1220 131003	CLERK PART TIME	\$17,000.00
A	FROM: A1220 132003	EVENTS/MEDIA ADMIN STIPEND	\$2,884.59
A	FROM: A1220 135003	IT PROJECT MNR SUPPORT LIAISON	\$4,737.31
A	FROM: A1220 135503	CONFIDENTIAL INVESTIGATOR	\$2,000.00
A	TO: A1220 180003	SUPERVISOR OVERTIME	\$69.82
A	FROM: A1220 2000	SPRVSER OFFICE EQUIPMENT	\$2,400.00
A	FROM: A1220 4100	SPRVSER OFFICE SUPPLIES	\$1,446.14
A	TO: A1220 4105	SPRVSER OFFICE MACHINE LEASE	\$1,855.61
A	FROM: A1220 4270	MISCELLANEOUS EXPENSES	\$200.00
A	TO: A1220 4300	SPRVSER CONFERENCES	\$125.00
A	FROM: A1220 4390	VIDEO TOWN BOARD MEETING	\$1,750.00
A	TO: A1220 4400	SPRVSER	\$1,019.64
A	FROM: A1220 4403	REPAIR/MACH*CONTRACT	\$393.00
A	TO: A1315 100004	SPRVSER MEMBERSHIP DUES	\$1,240.12
A	FROM: A1315 105004	COMPTROLLER	\$5,416.51
A	TO: A1315 110004	PAYROLL AUDIT CLERK & PT	\$2,407.16
A	TO: A1315 120004	PERSONNEL & BENEFITS ADMIN	\$983.14
A	TO: A1315 140004	ACCOUNT CLERK	\$6,645.68
A	FROM: A1315 150004	SENIOR ACCOUNT SPECIALIST	\$14,580.72
A	TO: A1315 160004	PAYROLL AUDIT CLERK	\$236.03
A	TO: A1315 160005	ACCOUNTANT - PT	\$2,125.12
A	TO: A1315 181004	ACCOUNTANT, FULL TIME	\$6.19
A	TO: A1315 4100	COMPTROLLER DEPT OVERTIME	\$1,178.74
A	FROM: A1315 4270	COMPT OFFICE SUPPLIES	\$241.46
A	TO: A1330 100005	MISCELLANEOUS EXPENSES	\$21.92
A	TO: A1330 120005	RECEIVER OF TAXES	\$889.04
A	TO: A1330 125005	DEPUTY RECEIVER OF TAXES	\$2,565.85
A	FROM: A1330 4100	SR. TAX CLERK	\$330.76
A	TO: A1330 4200	TAX OFFICE SUPPLIES	\$867.80
A	FROM: A1330 4270	TAX TELEPHONE / ALARM	\$200.00
A	TO: A1355 100007	MISCELLANEOUS EXPENSES	\$643.55
A	TO: A1355 110018	ASSESSOR	\$2,930.57
A	FROM: A1355 125007	ACCOUNT CLERK	\$616.31
A	FROM: A1355 2010	REAL PROPERTY APPRAISAL	\$500.00
A	FROM: A1355 4100	TECH	\$918.57
A	FROM: A1355 4270	VEHICLES	\$367.00
A	FROM: A1355 4300	ASR OFFICE SUPPLIES	\$773.00
A	FROM: A1355 4302	MISCELLANEOUS EXPENSES	\$443.67
A	FROM: A1355 4305	ASR CONFERENCES	\$500.00
A	FROM: A1355 4400	ASR GASOLINE	\$335.01

A	TO: A1355 4403	ASR MEMBERSHIP DUES	\$1,571.00
A	FROM: A1355 4800	DP SUPPORT/WEB FEES	\$650.00
A	TO: A1355 4850	CONSULTANT	\$6,250.00
A	FROM: A1410 100008	TOWN CLERK	\$214.70
A	TO: A1410 110008	2nd DEPUTY TOWN CLERK	\$1,393.35
A	TO: A1410 115008	DEPUTY TOWN CLERK	\$1,991.73
A	TO: A1410 120008	CLERK, PART TIME	\$5,137.50
A	FROM: A1410 2000	TWN CLRK OFFICE EQUIPMENT	\$450.00
A	TO: A1410 4100	TWN CLRK OFFICE SUPPLIES	\$263.82
A	FROM: A1410 4202	INFORMATIONAL MAILERS	\$874.62
A	FROM: A1410 4270	MISCELLANEOUS EXPENSES	\$200.00
A	FROM: A1410 4326	TWN CLRK LEGAL NOTICES	\$2,308.53
A	TO: A1410 4400	TWN CLRK REPAIR/MACH CONTR	\$565.83
A	FROM: A1410 4801	TWN CLRK SOFTWARE SUPP	\$20.46
A	FROM: A1440 123082	TOWN ENGINEER	\$50,000.00
A	FROM: A1440 2000	EQUIPMENT	\$4,500.00
A	TO: A1440 4850	ENGINEERING CONSULTANT	\$74,957.50
A	TO: A1490 100011	.25 PW COORDINATOR	\$2,416.83
A	TO: A1490 100097	GIS/MAPS/LOCATION WORKER	\$1,549.53
A	TO: A1490 110011	STORMWATER MANAGER PART TIME	\$4,936.25
A	FROM: A1490 140011	.30 ACCOUNT CLERK	\$523.35
A	TO: A1490 145011	STORMWATER MGT OFFICER	\$2,557.78
A	FROM: A1490 150011	STIPEND	
A	TO: A1490 180011	CONF SECR TO DIRECTOR OF DPW	\$10,993.86
A	FROM: A1490 2000	PUBLIC WORKS OVERTIME	\$56.82
A	TO: A1490 4163	OFFICE EQUIPMENT	\$9,720.50
A	FROM: A1490 4270	SAFETY CLOTHING SUPPLIES	\$50.00
A	TO: A1490 4300	MISCELLANEOUS EXPENSES	\$480.50
A	FROM: A1490 4420	DPW CONFERENCES	\$180.00
A	TO: A1610 119532	DPW REFERENCE MATERIALS	\$818.48
A	TO: A1610 4503	RETIREMENT ALLOWANCE	\$58,599.28
A	FROM: A1620 2000	CONTRACTUAL EXPENSES	\$4,494.00
A	TO: A1620 4102	EQUIPMENT	\$2,252.81
A	TO: A1620 4106	CUSTODIAL SUPPLIES AND SERVICE	\$1,861.37
A	TO: A1620 4163	BLDGS FIRE ALARM	\$391.44
A	TO: A1620 4500	SAFETY CLOTHING SUPPLIES	\$131.99
A	TO: A1620 4600	TOWN HALL ELECTRICITY	\$6,161.58
A	TO: A1620 4601	BLDGS TOWN HALL HEAT	\$8,003.30
A	TO: A1620 4900	PREVENTATIVE MAINT & SUPPLY	\$85,533.97
A	TO: A1670 4701	BUILDING REPAIRS	\$19,705.09
A	TO: A1670 4702	CENTRAL MAILING	\$5,937.98
A	TO: A1670 4702	PRINTING CODE VOUCH MAPS	\$1,726.00

A	FROM: A1680 2000	EQUIPMENT	\$1,155.08
A	TO: A1680 4200	TELEPHONE SERVICES	\$13,988.92
A	FROM: A1680 4270	MISCELLANEOUS EXPENSES	\$350.00
A	FROM: A1680 4801	SOFTWARE SUPPORT & MAINTENANCE	\$56,070.64
A	FROM: A1680 4802	WEB SITE SERVICES	\$2,196.23
A	TO: A1680 4806	CENTRAL PRINTING SUPPLIES	\$7,924.59
A	TO: A1680 4807	CIS SUPPORT & UPGRADE	\$97,534.24
A	FROM: A1680 4955	TAX BILLS	\$1,225.80
A	FROM: A1910 4107	SPEC ITEMS UNALL INSURANCE	\$3,036.42
A	FROM: A1920 4167	SPEC ITEMS MUNICIPAL DUES	\$350.00
A	FROM: A1930 4168	JUDGEMENT & CLAIMS	\$18,079.17
A	TO: A3310 130014	TRAFFIC SAFETY OVERTIME	\$17.99
A	TO: A3310 140014	TRAFFIC SAFETY COORD	\$7,231.51
A	FROM: A3310 2000	EQUIPMENT	\$771.04
A	FROM: A3310 4111	SIGNS POSTS PAINT ETC	\$309.92
A	FROM: A3310 4112	HIGH INTENSITY SIGN PAPER	\$53.87
A	FROM: A3310 4115	TRAFFIC SAFETY LIGHTS & CONES	\$1,446.92
A	FROM: A3310 4270	MISCELLANEOUS EXPENSES	\$78.63
A	TO: A3310 4302	TRAFFIC CONTROL GAS	\$348.34
A	TO: A3310 4305	TRAFFIC CON AUTO REPAIR	\$96.64
A	TO: A3310 4500	TRAFFIC CONTROL ELECTRIC	\$592.37
A	FROM: A3310 4600	TRAFFIC CONTROL HEAT	\$652.45
A	FROM: A3310 4602	PERSONAL PROTECTION EQUIPMENT	\$7.12
A	FROM: A3310 4904	TRAFFIC CON MAINT SUPPLY	\$271.70
A	FROM: A3410 2000	EQUIPMENT	\$1,000.00
A	TO: A3410 4119	FIRE TRAINING CTR LIGHTS	\$3,199.60
A	FROM: A3410 4302	GASOLINE	\$0.46
A	FROM: A3410 4904	FIRE FIGHTING MAINT & SUPPLIES	\$3.49
A	TO: A3510 120015	ANIMAL CONTROL PT	\$82.26
A	FROM: A3510 130015	ANIMAL CONTROL OT	\$2,000.00
A	TO: A3510 4120	ANIMAL SHELTER	\$4,500.00
A	TO: A3510 4270	MISCELLANEOUS EXPENSES	\$107.83
A	FROM: A3510 4302	ANIMAL CONTROL GAS	\$1,000.00
A	FROM: A3510 4305	ANML CTRL CAR REPAIR MAIN	\$1,000.00
A	FROM: A3510 4317	AC CONTRACTUAL EXPENSES	\$690.09
A	TO: A3620 100016	BUILDING INSPECTOR/CEO	\$7,159.17
A	FROM: A3620 120016	BUILDING INSPECTOR PT	\$8,937.98
A	TO: A3620 140016	BUILDING SAFETY INSPECTOR	\$1,778.81
A	FROM: A3620 2000	SAFETY INS. EQUIPMENT	\$24,802.99
A	TO: A3620 4163	SAFETY CLOTHING SUPPLIES	\$199.99
A	FROM: A3620 4300	SAFETY INSP CONFERENCE	\$3,905.00
A	FROM: A3620 4305	SFTY INSP AUTO REPAIR	\$5,073.50

A	FROM: A3620 4901	BLDG INSP BLDG DEMOLITION	\$10,000.00
A	FROM: A3620 4905	SFTY INSP HEALTH EMRGNCY	\$923.60
A	TO: A5010 100018	SUPT. OF HIGHWAYS	\$25.99
A	TO: A5010 110018	ACCOUNT CLERK	\$1,601.46
A	FROM: A5010 120018	CLERICAL PT	\$1,627.45
A	TO: A5132 4500	GARAGE ELECTRICITY	\$2,069.82
A	FROM: A5132 4600	HWY GARAGE HEAT	\$2,069.82
A	TO: A5182 4124	FACILITY LIGHTING	\$7,320.92
A	TO: A6772 110018	CLERK	\$280.04
A	FROM: A6772 110019	SENIOR PROGRAMS VAN DRIVER	\$280.04
A	FROM: A6772 121019	CLERK PT	\$2,375.00
A	FROM: A6772 2005	EQUIPMENT/PAVING	\$4,686.25
A	TO: A6772 4400	REPAIR OFFICE MACHINE CONTRACT	\$1,129.25
A	FROM: A6772 4600	HEAT	\$3,042.72
A	FROM: A6772 4900	BUILDING REPAIRS	\$3,142.74
A	TO: A6772 4902	HVAC & FIRE ALARMS MAINTENANCE	\$3,591.05
A	TO: A6772 4904	MAINTENANCE & SUPPLIES	\$1,465.16
A	TO: A7020 100120	.33 COOR PARKS & SENIOR PRGRMS	\$7,061.25
A	TO: A7110 100021	PARK & REC ASST. SUPERVISOR	\$5,709.70
A	TO: A7110 106021	CARPENTER	\$607.11
A	TO: A7110 110021	PARKS OVERTIME	\$7,467.59
A	FROM: A7110 120021	PARK ATTENDANTS	\$37,878.32
A	TO: A7110 120221	SENIOR PARK ATTENDANT	\$41,542.84
A	FROM: A7110 125021	LABORER	\$2,775.33
A	FROM: A7110 130021	PARK ATTENDANTS PT (SUMMER)	\$3,208.00
A	TO: A7110 4145	PRKS MACHINERY REPAIR	\$5,520.45
A	TO: A7110 4152	PARKS DUMPSTER RENTAL	\$2,849.04
A	FROM: A7110 4153	PARKS IMPROVEMENTS	\$20,158.97
A	TO: A7110 4163	SAFETY CLOTHING SUPPLIES	\$383.99
A	TO: A7110 4302	PARKS GASOLINE	\$1,909.13
A	TO: A7110 4333	PROPANE	\$1,655.75
A	TO: A7110 4500	PARKS ELECTRICITY	\$2,878.53
A	TO: A7110 4904	PARKS MAINT & SUPPLIES	\$4,962.08
A	TO: A7270 4157	NYS MUSICIANS UNION BAND	\$750.00
A	TO: A7270 4158	TOWN BAND	\$929.97
A	FROM: A7270 4159	PROGRAM EXP & PUBLICITY	\$550.00
A	FROM: A8020 100026	PLANNING CHAIRMAN	\$1,400.00
A	TO: A8020 110026	MEMBER OF PLANNING BOARD	\$1,400.00
A	FROM: A8020 4007	GRANT WRITER CONTRACTUAL	\$20,000.00
A	FROM: A8020 4300	PLANNING CONFERENCES	\$533.97
A	FROM: A8020 4501	GRANT SERVICES	\$15,000.00

A	FROM: A8020 4522	PLANNING STUDIES	\$35,000.00
A	TO: A8189 110028	.50 MEO HEAVY LANDFILL	\$1,000.00
A	FROM: A8189 120028	LANDFILL OVERTIME	\$1,000.00
A	FROM: A8189 4323	LEACHATE DISPOSAL	\$14,164.88
A	TO: A8720 110013	BINGO INSPECTOR	\$2,212.86
HWY	TO: DA5110 100097	GIS/MAPS/LOCATION WORKER	\$607.54
HWY	TO: DA5110 100554	SR ROAD MAINT SPVR	\$3,808.05
HWY	TO: DA5110 101054	WRKNG CREW LEADER GR	\$2,672.40
HWY	FROM: DA5110 105054	SR MEO HEAVY GR	\$14,106.42
HWY	TO: DA5110 115054	MEO HEAVY GR	\$28,885.60
HWY	TO: DA5110 120054	MEO MEDIUM GR	\$4,423.76
HWY	FROM: DA5110 130054	SR LABORERS GR	\$55,692.53
HWY	TO: DA5110 135054	LABORERS GR	\$93,998.15
HWY	FROM: DA5110 160054	SEASONAL LABOR	\$2,136.00
HWY	FROM: DA5110 180054	GEN REPAIR OVERTIME	\$10,646.54
HWY	TO: DA5110 2000	EQUIPMENT	\$73,611.27
HWY	TO: DA5110 4110	VEHICLE STORAGE	\$4,790.20
HWY	FROM: DA5110 4147	HWY RESURFACING GR	\$23,629.12
HWY	FROM: DA5110 4163	HWY SAFETY UNIFORMS GR	\$7,788.54
HWY	TO: DA5110 4198	HWY COMPREHENSIVE INS GR	\$22,282.50
HWY	FROM: DA5110 4210	HWY RADIO TOWER RENTALGR	\$7,000.00
HWY	FROM: DA5110 4270	MISCELLANEOUS EXPENSES	\$491.61
HWY	FROM: DA5110 4304	FUEL GENERAL REPAIRS	\$17,251.50
HWY	TO: DA5110 4333	PROPANE	\$4,593.29
HWY	FROM: DA5110 4351	HWY BONDING ATTORNEY FEE	\$1,122.19
HWY	FROM: DA5110 4369	HWY LEGAL FEES	\$1,000.00
HWY	FROM: DA5110 4500	HWY PUMP STATION ELECTRIC	\$2,390.83
HWY	FROM: DA5110 4703	HWY MACHINE RENTAL GR	\$500.00
HWY	FROM: DA5110 4704	HWY DRUG TESTING GR	\$2,229.10
HWY	FROM: DA5110 4705	BLACKTOP AND MIX GEN REP	\$13,338.24
HWY	FROM: DA5110 4706	HWY TREE REMOVAL GEN REP	\$4,288.47
HWY	FROM: DA5110 4707	LAND AND PLOW DAMAGE REP	\$2,118.19
HWY	TO: DA5110 4708	HWY GRAVEL & SAND GEN RE	\$219.69
HWY	FROM: DA5110 4709	HWY GEN REP MISC EXPENSE	\$7,110.84
HWY	FROM: DA5110 4710	HWY GEN REP DRAINAGE	\$10,664.09
HWY	FROM: DA5110 4718	ANIMAL REMOVAL SERVICES	\$1,145.00
HWY	FROM: DA5110 4849	GIS IMPLEMENTATION	\$13,482.32
HWY	FROM: DA5110 4854	ENGINEERING SERVICES	\$25,000.00
HWY	TO: DA5112 2003	CHIPS/IMPROVEMENTS	\$262,954.00
HWY	FROM: DA5130 100055	MECHANIC - TRAINEE	\$56,500.00
HWY	FROM: DA5130 105055	MECHANIC	\$33,947.85
HWY	TO: DA5130 107055	SR HEAVY EQUIP MECHANIC	\$1,093.18
HWY	FROM: DA5130 120055	MECHANIC OVERTIME	\$7,209.55
HWY	FROM: DA5130 2000	EQUIPMENT	\$19,850.00

HWY	FROM: DA5130 2540	MISCELLANEOUS EQUIPMENT	\$250.00
HWY	FROM: DA5130 4113	HWY SM HAND TOOLS	\$777.42
HWY	FROM: DA5130 4145	HWY MACHINERY REPAIR	\$16,692.69
HWY	FROM: DA5130 4270	MISCELLANEOUS EXPENSES	\$364.51
HWY	TO: DA5130 4709	HWY MACHINERY MISC EXP	\$65.56
HWY	FROM: DA5130 4711	HWY SIDEWALK REPAIR	\$395.48
HWY	FROM: DA5130 4712	HWY GREASE OIL LUBRICNTS	\$3,870.97
HWY	TO: DA5140 100556	SR ROAD MAINT SPVR	\$12,892.08
HWY	TO: DA5140 101056	WRKNG CR LEADER BRSH	\$10,832.34
HWY	FROM: DA5140 105056	SR MEO HEAVY BRWD	\$2,442.66
HWY	TO: DA5140 115056	MEO HEAVY BRWD	\$16,135.24
HWY	TO: DA5140 120056	MEO MEDIUM BRWD	\$1,389.91
HWY	FROM: DA5140 130056	SR LABORER BRWD	\$80,359.68
HWY	TO: DA5140 135056	LABORER BRSHWD	\$60,018.85
HWY	FROM: DA5140 180056	BRUSH & WEED OVERTIME	\$17,365.90
HWY	TO: DA5140 4163	SAFETY CLOTHING SUPPLIES	\$237.60
HWY	FROM: DA5140 4304	FUEL BRUSH & WEED	\$22,016.71
HWY	FROM: DA5142 100557	SR ROAD MAINT SPVR	\$14,221.67
HWY	FROM: DA5142 101057	WKG CR LEADER SNOW	\$10,665.60
HWY	FROM: DA5142 105057	SR MEO HEAVY SNOW	\$44,810.44
HWY	TO: DA5142 115057	MEO HEAVY SNOW	\$20,168.86
HWY	FROM: DA5142 120057	MEO MEDIUM SNOW	\$9,693.55
HWY	FROM: DA5142 130057	SR LABORER SNOW	\$65,035.82
HWY	TO: DA5142 135057	SNOW LABORERS	\$44,909.37
HWY	TO: DA5142 180057	SNOW OVERTIME	\$934.43
HWY	TO: DA5142 4163	SAFETY CLOTHING SUPPLIES	\$782.76
HWY	FROM: DA5142 4304	FUEL SNOW REMOVAL	\$12,649.75
HWY	FROM: DA5142 4713	HWY SALT SNOW	\$27,519.88
HWY	FROM: DA5142 4720	HWY SAND SNOW	\$10,649.66
HWY	TO: DA5148 4304	CENTRAL DIESEL EXPENDITURES	\$8,114.69
Sewer 2	TO: S28110 100097	GIS/MAPS/LOCATION WORKER	\$607.54
Sewer 2	TO: S28110 121082	.20 PW COORDINATOR	\$1,926.43
Sewer 2	FROM: S28110 122082	.25 ACCOUNT CLERK	\$435.82
Sewer 2	FROM: S28110 123082	TOWN ENGINEER	\$2,143.61
Sewer 2	TO: S28110 180082	SEWER 2 ADMIN OT	\$45.46
Sewer 2	TO: S28110 4100	S2 OFFICE SUPPLIES	\$72.97
Sewer 2	TO: S28110 4163	SAFETY CLOTHING SUPPLIES	\$50.00
Sewer 2	TO: S28110 4300	S2 CONFERENCES/TRAINING	\$426.74
Sewer 2	TO: S28110 4333	PROPANE	\$1,986.56
Sewer 2	TO: S28110 4849	GIS IMPLEMENTATION	\$7,642.80
Sewer 2	FROM: S28110 4854	S2 ENGINEERING SERVICES	\$56,186.00
Sewer 2	TO: S28120 100083	.25 W&S MAINTSUPRVISR	\$19,075.97
Sewer 2	FROM: S28120 110083	.25 MEO CREW LEADER	\$17,870.00
Sewer 2	TO: S28120 120083	W&S MAINT. MANAGER	\$7,121.95

Sewer 2	FROM: S28120 130083	.50 WWTP OPERATOR	\$12,363.38
Sewer 2	TO: S28120 140083	W&S MAINT. WORKER	\$1,894.01
Sewer 2	TO: S28120 140583	.25 MEO HEAVY LANDFILL	\$2,141.45
Sewer 2	TO: S28120 4163	SAFETY CLOTHING SUPPLIES	\$278.00
Sewer 2	TO: S28120 4302	SEWER 2 GAS OIL LUBE	\$6,153.67
Sewer 2	TO: S28120 4333	PROPANE	\$2.37
Sewer 2	FROM: S28120 4856	SS2 EASEMENTS RITE OF WAY	\$4,273.69
Sewer 2	FROM: S28130 106084	SR WWTP OPERATOR	\$18,188.68
Sewer 2	TO: S28130 120084	SS2 OVERTIME	\$14,002.91
Sewer 2	TO: S28130 160084	WW TREATMENT PLNT OPER TRAINEE	\$4,185.77
Sewer 2	FROM: S28130 2000	EQUIPMENT	\$5,254.00
Sewer 2	FROM: S28130 2002	SS2 PUMPS & FILTERS	\$20,000.00
Sewer 2	TO: S28130 4021	CONTRACTUAL EXPENSE	\$81,440.00
Sewer 2	TO: S28130 4163	SAFETY CLOTHING SUPPLIES	\$200.00
Sewer 2	TO: S28130 4319	SS2 UNIFORMS & CLEANING	\$1,861.37
Sewer 2	TO: S28130 4600	SS2 HEAT & FUEL	\$17,997.75
Sewer 2	TO: S28130 4863	SS2 CHEMICALS	\$2,373.39
Sewer 2	FROM: S28130 4866	SS2 PLANT EQUIP REPR MAINT	\$9,522.78
Sewer 2	TO: S28130 4869	SS2 ANALYSIS H2O & SLUDGE	\$8,437.80
Sewer 2	FROM: S28130 4870	SS2 SLUDGE REMOVE/DISPOSAL	\$34,098.55
Sewer 2	TO: S28130 4904	SS2 BUILDINGS & GROUNDS	\$411.60
Sewer 7	TO: S78110 121082	.15 PW COORDINATOR	\$1,445.11
Sewer 7	TO: S78110 181082	SEWER 7 ADMIN OT	\$34.10
Sewer 7	FROM: S78110 4165	INSURANCE	\$1,479.21
Water 3	FROM: W38310 101092	.15 ACCOUNT CLERK	\$262.08
Water 3	TO: W38310 110092	.10 PW COORDINATOR	\$962.74
Water 3	FROM: W38310 123092	TOWN ENGINEER	\$723.39
Water 3	TO: W38310 180092	WATER 3 ADMIN OT	\$22.73
Water 3	FROM: W38310 4850	ENGINEERING CONSULTANT	\$19,648.64
Water 3	TO: W38320 100092	.15 SR W3 TRT PLANT OPERATOR	\$1,566.16
Water 3	TO: W38320 120092	.15 W3 TRMT PLANT OPERATOR	\$1,139.28
Water 3	FROM: W38320 130092	W3 OVERTIME	\$2,705.44
Water 3	TO: W38320 4163	SAFETY CLOTHING SUPPLIES	\$30.00
Water 3	TO: W38320 4904	W3 BLDG & GROUND MAINT	\$19,456.36
Water 3	TO: W38330 4863	W3 WATER SOFTENER	\$91.90
Water 3	TO: W38340 2000	EQUIPMENT	\$51.98
Water 3	TO: W38340 4163	SAFETY CLOTHING SUPPLIES	\$18.40
Water 5	TO: W58310 100097	GIS/MAPS/LOCATION WORKER	\$349.54
Water 5	FROM: W58310 131594	.20 ACCOUNT CLERK	\$349.54
Water 5	TO: W58340 120096	W&S MAINT. MANAGER	\$15,654.43
Water 5	FROM: W58340 150096	W5 OVERTIME	\$15,654.43

**SECTION 2.** This resolution shall become effective February 11, 2026.

**DATED:** February 11, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: February 4, 2025

TO: John Polimeni, Supervisor

FROM: Comptroller's Office

TITLE OF REQUEST: To approve budget transfers to the 2025 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of February 11, 2026.

Background Information: Budget transfers are needed to correct various lines in different departments for various reasons.

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

Recommendation(s): To be placed on the Town Board meeting of February 11, 2026, and approve the transfers.

Attachment/Document(s):

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Town Law 102, 112 & 113

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

**RESOLUTION NO. 77.26**

**TO SEEK FUNDING FROM MVP AND NFC FOR ROTTERDAM TOWN PARKS**

**WHEREAS**, The Rotterdam Town Board is actively looking for grants to provide funding for our town parks and encourage healthy, active lifestyles for our residents.

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

Councilmember \_\_\_\_\_,

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the supervisors and/or his designee to explore funding opportunities with MVP Healthcare and NFC for Healthy Community Grants in Rotterdam Town parks.

**SECTION 2.** This resolution shall become effective February 11, 2026.

**DATED:** February 11, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: February 2, 2026

TO: Rotterdam Town Board

FROM: John Polimeni, Town Supervisor

TITLE OF REQUEST: To seek funding from MVP and NFC for Rotterdam Town Parks

TOWN BOARD MEETING: February 11, 2025

Background Information: Across New York, communities have embraced the National Fitness Campaign partnership with MVP Health Care and NFC to make fitness more accessible for our residents—an investment in community health and wellness that pays dividends for years to come.

Evaluation/Analysis: The Town of Rotterdam will work closely with these partners to secure funding and ensure they maximize the full power of the Campaign, from launch to long-term community activation.

Recommendation(s): Bring a fitness court to Rotterdam Town Parks

Attachment/Document(s): Feasibility study and rough timeline.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town Supervisor

Hello Everyone,

Please find attached information on the parks upgrades and grant that we are hoping to get.

Also, here is some additional information:

**Proposed Site Strategy:** We are looking at a multi-site strategy to create a network of fitness opportunities and create equity across the community:

- Esposito Park: Identified as the highest-qualified site. The Fitness Court Studio is twice the size of a standard court and can host group activities like yoga, dance, zumba, and even line dance.
- Lock 8 Park: A great secondary location to include a Fitness Court to leverage the high visibility and connectivity of the Mohawk Hudson Bikeway.

### **Timeline for 2026 Launch**

- 2/11 Town Board Meeting – John to present a Resolution of Support to confirm leadership alignment.
- Mid-February: Submit MVP Health Care Healthy CitiesGrant Application – I will assist you through this non-binding process.
- Late February/March: Grant Award and Funding Development/Procurement phase.
- April/May: Concrete pouring once temperatures consistently stay above 45°F (overnight) to ensure proper curing.
- June/July: Professional assembly (typically 4–5 days) followed by a community Ribbon Cutting and Launch event.

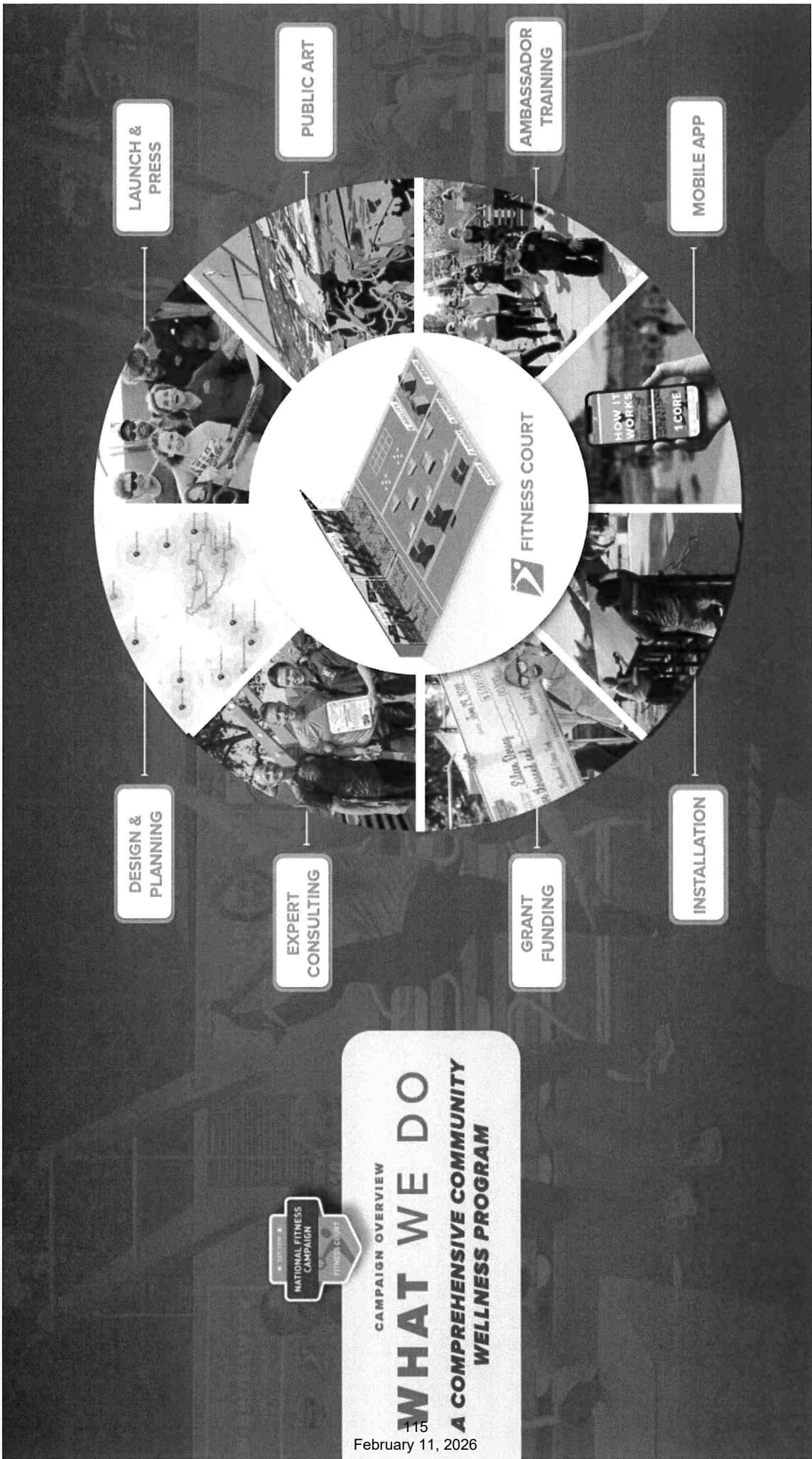
Thank you,  
John

Town of Rotterdam, NY  
Fitness Court Feasibility Study



February 2026





# FITNESS COURT | STUDIO

COMMUNITY WELLNESS HUB



COMMUNITY  
WELLNESS  
PROGRAMMING

WELCOMES ENTIRE  
COMMUNITY  
MAYORS  
WELLNESS SERIES



TAI-CHI



KICKBOXING



STRETCH



DANCE



ZUMBA

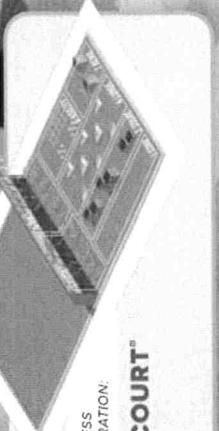


YOGA



HIIT

OUTDOOR WELLNESS  
CENTER CONFIGURATION:  
**FITNESS COURT®**  
STUDIO



# FITNESS COURT

WORLD'S BEST OUTDOOR GYM

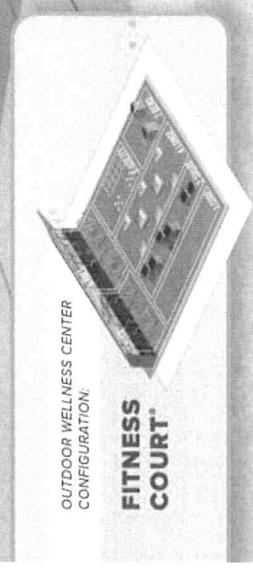


7 MOVEMENT  
FULL BODY WORKOUT  
FUNCTIONAL TRAINING SYSTEM  
DIGITALLY ACTIVATED

Coach in your Pocket



-  BEND
-  AGILITY
-  PULL
-  LUNGE
-  PUSH
-  SQUAT
-  CORE



OUTDOOR WELLNESS CENTER  
CONFIGURATION

FITNESS  
COURT®

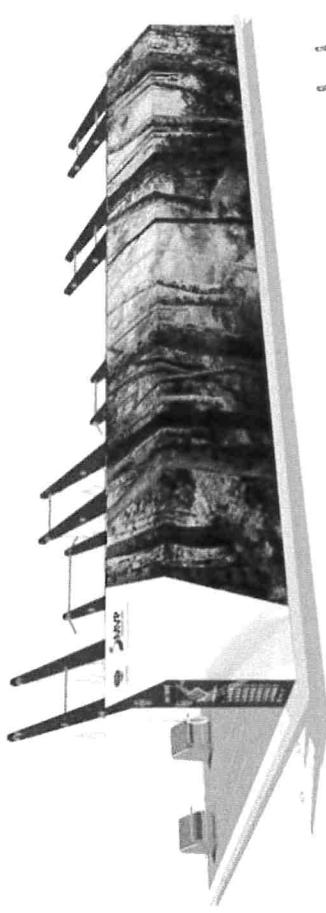
## FITNESS COURT ART OFFERINGS



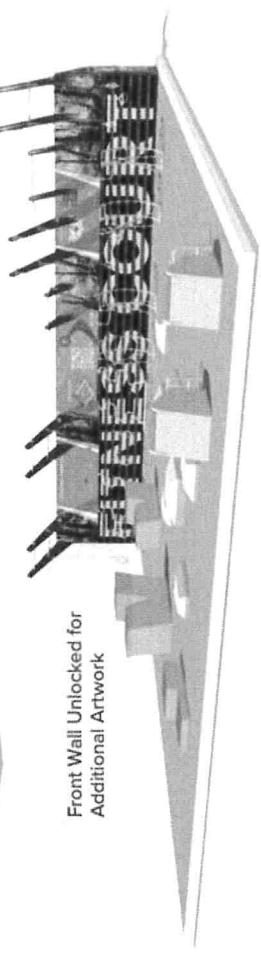
**Local Artist** *Invite a Local Artist to create a mural that represents your community!*

**Support your Local Artist Community with a \$5,000 Grant to the Artist provided by NFC!**

*Additional Funding Required. Example Art Will be customized for your city.*

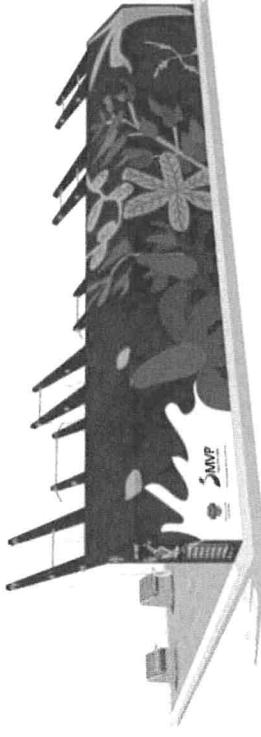


Front Wall Unlocked for Additional Artwork



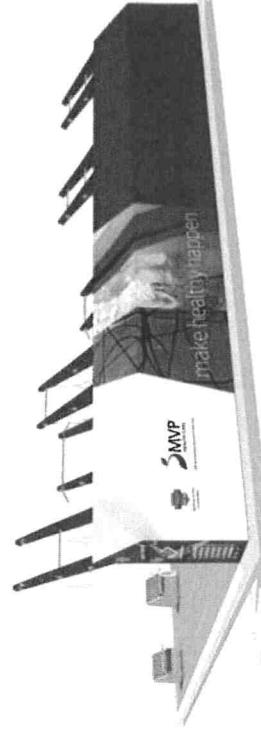
**Custom Art** *Work with the in-house NFC Art Studio Team*

*Additional Funding Required. Example Art Will be customized for your city.*



**Fitness Court Art** *Unique design included in your state campaign*

*Actual Art*



NFC | **CAMPAIGN IMPACT**

BUILDING HEALTHY COMMUNITIES



- 1. BE A PART OF THE NATIONAL FITNESS CAMPAIGN**  
AMERICA'S LARGEST PUBLIC PRIVATE WELLNESS PARTNERSHIP

- 2. HEALTH BENEFITS**  
MORE TIME OUTDOORS, IMPROVED MENTAL & PHYSICAL WELLBEING

- 3. HEALTHY INFRASTRUCTURE**  
PLACES DESIGNED FOR PEOPLE  
NOT CARS

- 4. BUILDING COMMUNITY**  
CREATING A WELLNESS CULTURE THAT IS  
SOCIAL, CONNECTED AND FUN!

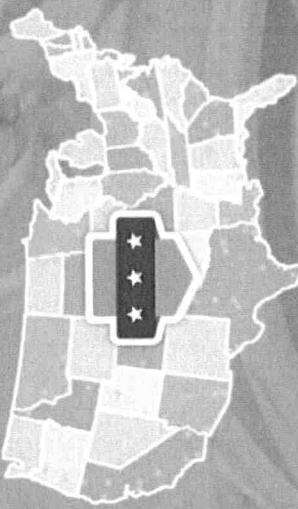
- 5. REDUCED HEALTHCARE COSTS**  
HEALTHIER, HAPPIER, PEOPLE

# STATEWIDE CAMPAIGN

NATIONAL FITNESS CAMPAIGN

# 2026

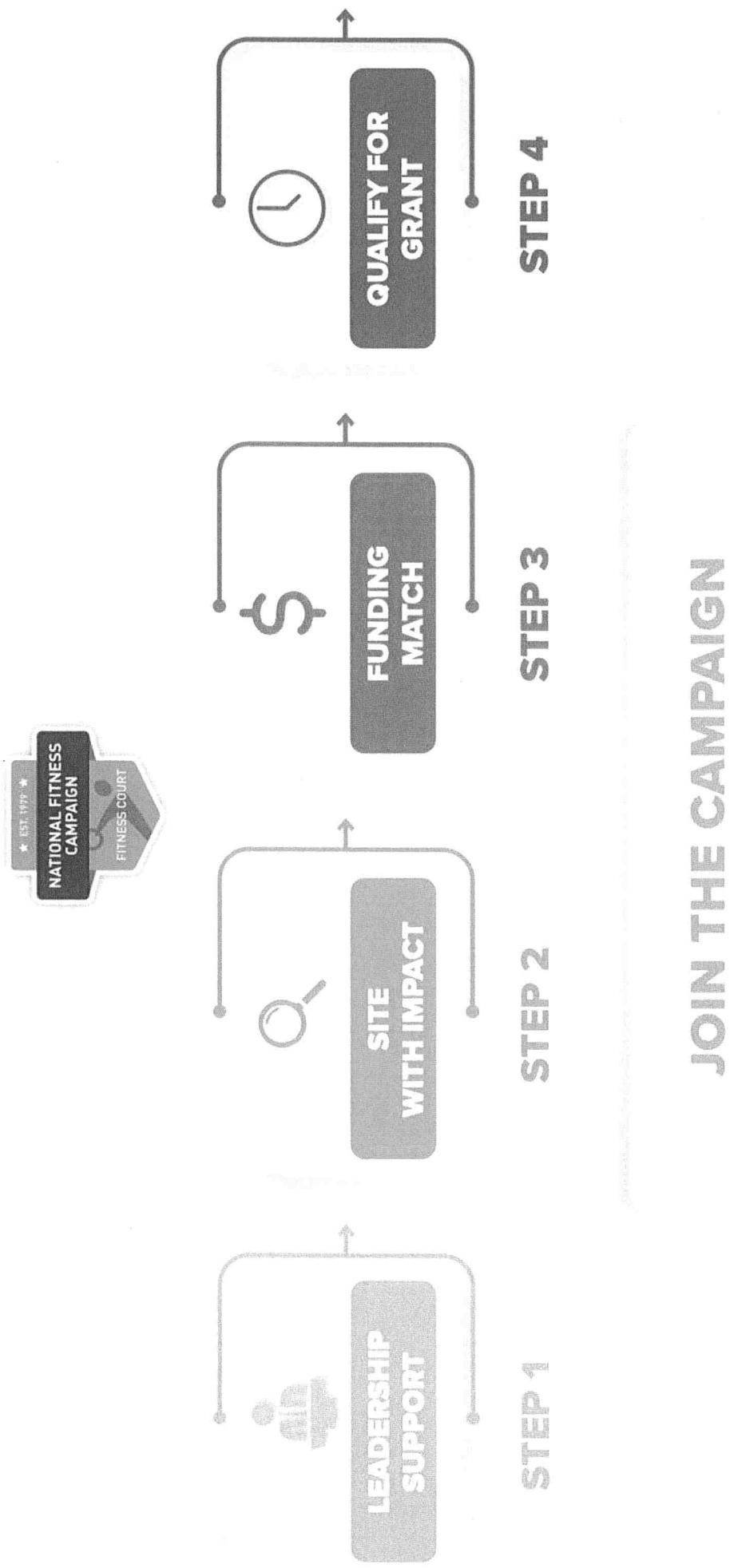
## 200 NEW PARTNERS



WE'RE PLEASED TO ANNOUNCE THE 2026 CAMPAIGN

## NFC Grant Requirements

Program Qualification



## NEW YORK CAMPAIGN

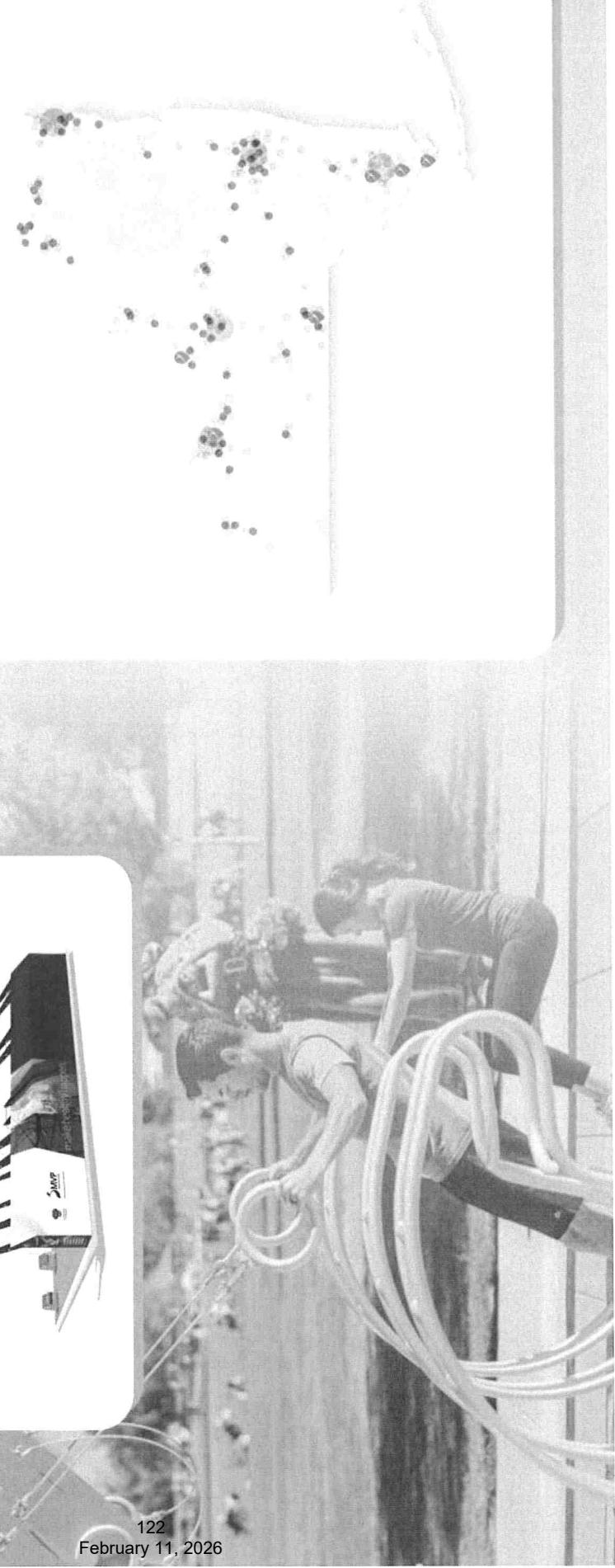
PRESENTED BY



STRATEGIC PLAN ADOPTED FOR HEALTH IMPACT ACROSS STATE

**\$500K** in Funding Now Available  
for Qualified Site Partners

Limited funding for 10 communities this campaign year



## STEP 2

### QUALIFY SITE LOCATIONS FOR FUNDING

PLANNING

LAYOUTS

PROJECTIONS

PHASING



TRAILS

SCORES

MAPPING

PROJECTIONS

LAYOUTS

PHASING

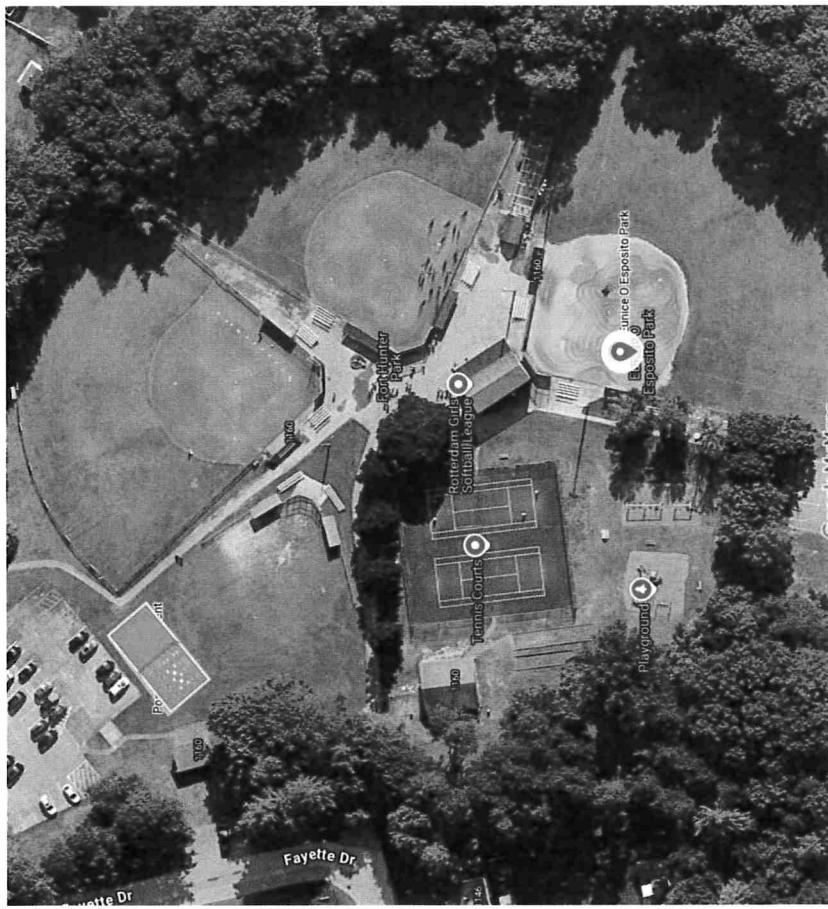
PLANNING



## Town of Rotterdam

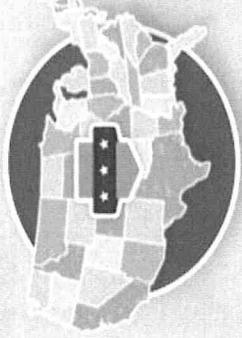
### Fitness Court Feasibility Study

February 2026



Site Opportunities: Esposito Park & Lock 8 Park



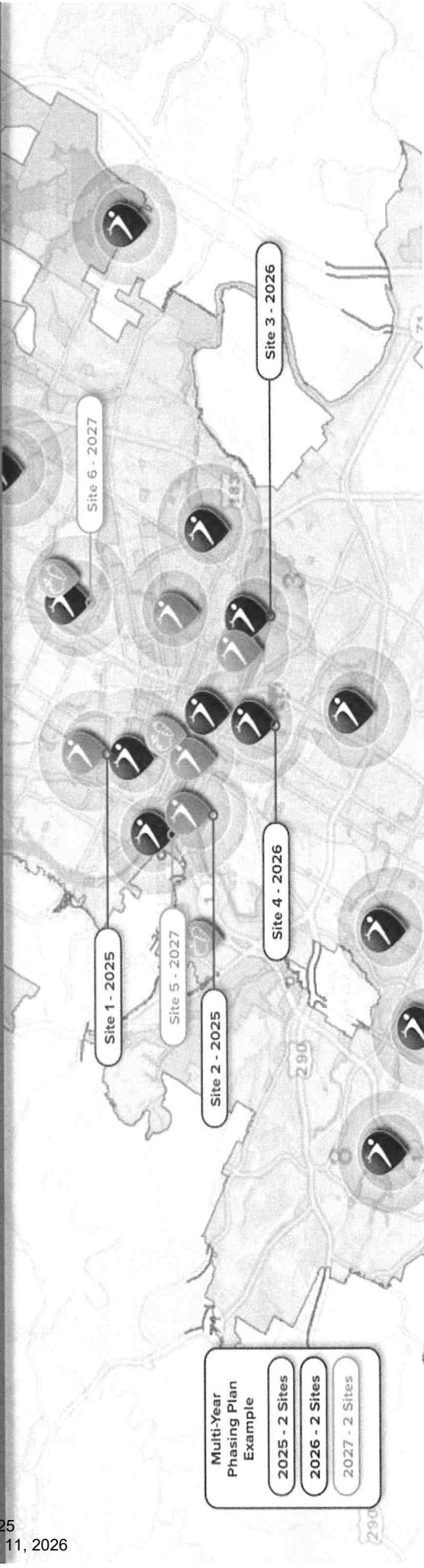


NATIONAL FITNESS CAMPAIGN  
**MODEL CITY PROGRAM**  
2025 • 2026 • 2027 GRANTS FOR QUALIFYING MUNICIPALITIES

## ADDITIONAL GRANT FUNDING FOR MULTI SITE PLANNING

### INCLUDES

- AWARD OF MULTI-YEAR, MULTI-SITE GRANT FUNDING (\$30,000-\$50,000 PER SITE)
- HEALTHY INFRASTRUCTURE FEASIBILITY STUDY AND PHASING PLAN
- DEDICATED STAFF : NFC PLANNING & LANDSCAPE ARCHITECTURE CONSULTING GROUP



# 2026 CAMPAIGN FUNDING REQUIREMENT



## PHASE 1: NFC PROGRAM FUNDING

The Fitness Court® Studio and National Campaign Services

\$210,000

**NFC GRANT FUNDING AWARD** *(if selected and approved)*

**\$30,000-\$40,000**

Optional Fitness Court® Studio Additions: Art & Shade

Fitness Court® Art *(Included)* Custom Art *(if \$10,000)* Local Artist Program *(if \$25,000)*

Shade Structure\* Fitness Court® Art *(Included)* Custom Art *(if \$10,000)* Local Artist Program *(if \$25,000)*

Note: powder coating color and included art design dependent on campaign sponsor

\*Funding requirements available upon request

**FITNESS COURT® STUDIO & CAMPAIGN SERVICES**

\$170,000-\$180,000

## PHASE 2: ASSEMBLY FUNDING

**CONCRETE SLAB** *(Slab Dimensions 38'x73' - refer to drawings)*

est. \$0-45,000

Can be performed *in-house, in-kind or by contractor* *(separate agreement)*

## PHASE 2: ASSEMBLY FUNDING

**FITNESS COURT® STUDIO ASSEMBLY**

\$37,750

with prevailing wage rates: \$39,750

*NFC Approved Network* *(separate agreement)*

See GPR Milestone 5

**FITNESS COURT® ASSEMBLY**  
*NFC Approved Network* *(separate agreement)*  
See GPR Milestone 6

**Fitness Court® Studio & Assembly Total Program Funding**  
**Estimate After \$40,000 Grant Funding** *(if selected and approved)*

**\$190,000**

\*\*Assumes concrete pad costs of \$45,000 (national average), NFC grant of \$40,000, and includes Fitness Court® Art

\*\*Assumes concrete pad costs of \$25,000 (national average), NFC grant of \$40,000, and includes Fitness Court® Art

## PHASE 1: NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services

\$175,000

**NFC GRANT FUNDING AWARD** *(if selected and approved)*

**\$30,000-\$40,000**

Optional Fitness Court® Additions: Art & Shade

Fitness Court® Art *(Included)* Custom Art *(if \$10,000)* Local Artist Program *(if \$25,000)*

Shade Structure\* Fitness Court® Art *(Included)* Custom Art *(if \$10,000)* Local Artist Program *(if \$25,000)*

Note: powder coating color and included art design dependent on campaign sponsor

\*Funding requirements available upon request

**FITNESS COURT® & CAMPAIGN SERVICES**

\$135,000-\$145,000

## PHASE 2: ASSEMBLY FUNDING

**CONCRETE SLAB** *(Slab Dimensions 38'x38' - refer to drawings)*

est. \$0-25,000

Can be performed *in-house, in-kind or by contractor* *(separate agreement)*

## PHASE 2: ASSEMBLY FUNDING

**FITNESS COURT® ASSEMBLY**

\$30,000

with prevailing wage rates: \$32,000

**Fitness Court® Total Program Funding**  
**Estimate After \$40,000 Grant Funding** *(if selected and approved)*

**\$190,000**

\*\*Assumes concrete pad costs of \$25,000 (national average), NFC grant of \$40,000, and includes Fitness Court® Art

\*\*Assumes concrete pad costs of \$45,000 (national average), NFC grant of \$40,000, and includes Fitness Court® Art

## STEP 4

### GRANT QUALIFICATION PROCESS

#### PRE APPLICATION PHASE

- 1 Feasibility Review
- 2 Evaluation Call
- 3 Non-Binding Grant Application

#### AWARD PHASE

- 4 Award of Grant Eligibility (*First Come, First Served for Qualified Applicants*)
- 5 Local Adoption by Governing Body
- 6 Develop and Confirm Funding Match

#### LAUNCH PHASE

- 7 Shipment for Storage
- 8 Install Concrete Slab and Art Approval
- 9 Fitness Court Assembly
- 10 Press Launch Ceremony

### ● CAMPAIGN LAUNCHES AND FITNESS COURTS OPEN!



Campaign seeking qualified applicants able to meet the 2026 time frame for adoption and local funding match.

**RESOLUTION NO. 78.26**

**TO NEGOTIATE AND EXECUTE AMENDMENT NO. 3 TO AN EXISTING  
AGREEMENT WITH KB PRIME ENGINEERING & ARCHITECTURE P.C. FOR THE  
ROTTERDAM WATER DISTRICT NO. 5 LEAD SERVICE LINE INVENTORY  
ASSISTANCE PROJECT**

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

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

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment No. 1 to an existing agreement with KB Prime Engineering & Architecture, P.C., located at 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, to complete the annual notification required as per the Lead and Copper Rule Improvements (LCRI), in an amount not to exceed one hundred forty two thousand nine hundred dollars and 00/100 (\$142,900.00) dollars, for a new total agreement amount not exceed three hundred eighteen thousand and 400 hundred and 00/100 (\$318,400.00) dollars.

**SECTION 2.** This resolution shall become effective February 11, 2026.

**DATED:** February 11, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
Desantis			
Gallucci			
Matelitz			
Polimeni			

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: February 4, 2026 Rotterdam Town Board

TO: Rotterdam Town Board

FROM: John Polimeni, Town Supervisor

TITLE OF REQUEST: Amendment #3-WD 5 Lead Service Line Inventory Assistance

TOWN BOARD MEETING: February 11, 2026

Background Information: Water Districts No. 5 is served by an extensive water distribution system that consists of water mains, valves, hydrants, and water services of various age and materials. The Town must comply with the EPA Lead and Copper Rule (LCR) to protect public health and reduce exposure to lead and copper in drinking water. EPA has mandated that a comprehensive material inventory be completed and submitted by December 31, 2026.

Evaluation/Analysis: This is the third amendment to the original contract with Prime AE dated February 16, 2024. Prime AE is familiar with the Town's water systems and is currently performing a comparable inventory for the Town of Rotterdam water system. Prime AE will continue to provide services to complete the annual notification and the submission required as per the Lead and Copper Rule Improvements (LCR). Adding the routine data management, curation and verification, and to develop a plan of action to identify Town owned service materials and any field service.

Recommendation(s): Authorize the Supervisor to negotiate and execute agreement #1 with Prime AE for professional engineering services relating to Rotterdam WD#5 Lead Service Line Inventory Assistance in an amount not to exceed \$142,900.00.

Attachment/Document(s):

Prime AE agreement dated February 4, 2026. New  
Amendment contract dated February 4, 2026.

Compliance with Purchasing Policy:

Yes

Effect(s) on Existing Law(s):

N/A

LEGISLATION WILL BE PREPARED BY:

Supervisors Office

February 10, 2026

John Polimeni, Supervisor  
Town of Rotterdam  
1100 Sunrise Blvd., Town Hall  
Rotterdam, NY 12306

**Re: Town of Rotterdam  
Rotterdam WD#5 Lead Service Line Inventory Assistance  
Engineering Services Amendment #3r1  
Our Project #240577**

Dear Mr. Polimeni:

KB Engineering & Architecture, P.C. (KB Engineering) completed the scope of work in our original agreement dated March 3, 2024, which included the submission of the Lead Service Line Inventory (LSLI) to NYSDOH, mailing the annual notification of the service line material, providing a platform as well as field services for continuous data collection, and data curation for the same, pertaining to the customer side service materials. We also completed the scope of work in Amendments #1 & 2 which included completing the NYSDOH required annual notifications and annual Lead Service Line Inventory Update for 2025.

The Town has requested that an amendment be provided to continue these services along with the tasks listed below until December 31, 2026. Based on this request, KB Engineering proposes the following scope of work for this Amendment #3:

1. Routine data management, curation, and verification:
  - a. Data management of the surveys that come in online – downloading data, updating the spreadsheet
  - b. Cost associated with continuing the subscription to the survey platform.
  - c. Verification of online entries – review the pictures to determine if the material indicated is correct, and if it's not, updating the spreadsheet for field verification.
  - d. Responding to any resident questions/clarifications
  - e. A GIS map showing lead and galvanized service lines. The map can be used to track replacements.
2. Complying with annual LSLI submission requirements:
  - a. Compiling the data from 2026.
  - b. Updating the inventory based on the responses received in 2026
  - c. Submitting the updated LSLI to NYSDOH by December 31, 2026.
3. Complying with annual notification requirements:
  - a. Determine the method of notification to be used.
  - b. Determine the residents who need the annual communication based on the 2026 inventory
  - c. Assist with providing the communication/notification material and complying with the annual notification requirement for residents with a service line classification of unknown, GLSRR or Lead.

4. Develop a Plan of Action to identify Town owned service materials.

Currently a majority of the Town owned part of the service line are of unknown material which is causing the entire service line to be classified as unknown. We will assist the Town in developing a POA to determine the material of the Town owned part of service lines using a combination of methods approved by NYSDOH.

5. Field Services:

- a. Door-to-Door collection of residential surveys (**500 hours** included in the budget). If staff is available, evenings and weekends will be considered for the field work.
- b. Monthly update meetings with Town officials.

We propose to perform the above scope of work stated in this proposal for each individual item for the fee not to exceed the value shown in the table below, to be billed monthly on time and materials basis utilizing our 2026 hourly rates times a 2.8 multiplier, plus expenses. Please place an "X" and initial next to each Project Task fee that you would like to include in the scope of work and enter the sum on the following line:

Agreed Upon Amendment #3 Fee: \$ \_\_\_\_\_

Task	Not to Exceed Fee	Selected Task
1 – 4: Program Management	\$69,900	
5: Field Services & Updates	\$73,000	
Total	\$142,900	

If this revised Amendment #3 proposal is acceptable, please execute the signature block below and return it to us. Our standard terms and conditions from the original contract will remain in full force and effect for this amendment.

Sincerely,  
**KB Engineering & Architecture, P.C.**

*Douglas P Cole*

Douglas P Cole, P.E.  
Senior Director of Engineering

AGREED TO BY THE TOWN OF ROTTERDAM, NY

*John Polimeni*

John Polimeni, Supervisor

DATE: 2/10/26

AGREED TO BY KB ENGINEERING & ARCHITECTURE,  
P.C.:

*Kumar Buvanendaran*

Kumar Buvanendaran, PE., President & CEO

DATE: 2/10/2026

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the ROTTERDAM SENIOR CITIZENS CENTER 2369 HAMBURG STREET, ROTTERDAM, NY 12303 on Wednesday, March 13, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 133.24**

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PRIME AE FOR  
PROFESSIONAL ENGINEERING SERVICES RELATED TO ROTTERDAM WATER  
DISTRICT NO. 5 LEAD SERVICE LINE INVENTORY ASSISTANCE**

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Prime AE, located at 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, to provide Professional Engineering Services related to Rotterdam Water District No. 5 Lead Service Line Inventory Assistance, in the amount not to exceed one hundred seventy-five thousand, five hundred and 00/100 (\$175,500.00) dollars.

**SECTION 2.** This resolution shall become effective on March 13, 2024.

**DATED:** March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 13, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this March 15, 2024.

*Diane M. Marco*

Diane M. Marco, Town Clerk





Albany Office  
100 Great Oaks Boulevard, Suite 114, Albany, NY 12203  
P: 1.833.723.4768

February 16, 2024

Mollie Collins, Supervisor  
Town of Rotterdam  
1100 Sunrise Blvd., Town Hall  
Rotterdam, NY 12306

**Re: Town of Rotterdam  
Rotterdam WD#5 Lead Service Line Inventory Assistance  
Proposal for Engineering Services**

Dear Mrs. Collins:

KB Group of NY, Inc. dba PRIME AE Group of NY (PRIME AE) is pleased to present this proposal for professional engineering services related to assisting the Town with compliance with the EPA Lead and Copper Rule (LCR) to protect public health and reduce exposure to lead and copper in drinking water. The most common sources of lead in drinking water are from lead service lines and the solder in brass or bronze faucets and fixtures. **As such, the EPA has mandated that a comprehensive service material inventory be completed by October 16, 2024.** A more detailed description of the Engineering Assistance components are as follows:

**A. Base Services**

We envision the Lead Service Line Inventory Assistance consisting of the following elements through October of 2024:

1. PRIME AE will review existing Town water system mapping, the Town Water Rules and Regulations, user list all as provided by the Town.
2. PRIME AE will utilize Town records of building construction dates to compare with lead material ban dates to help reduce the number of properties that need to complete a questionnaire/survey.
3. PRIME AE will provide program coordination for a period of eight (8) months.
4. PRIME AE will assist the Town in developing a plan to inventory the service lines throughout the Town's WD#5, following EPA & NYSDOH guidelines. Some elements of the plan are as follows:
  - a. Determine the elements to include in the inventory.
  - b. Determine the approach for developing the inventory and procedures for collecting information.
  - c. Review of historical records (Town personnel).
  - d. Identify service line investigation methods.
  - e. Provide recommendations for classifying service line materials, planning investigations and setting up the inventory format.
  - f. Discuss ways to provide public accessibility to the information collected.
5. PRIME AE will use an online survey to collect owner service line information. PRIME AE will coordinate the launch of the survey along with data collection and data curation of the survey results. For those residents who respond by paper copies, PRIME AE will input a limited number of paper copies of the survey into the inventory (40 hours included in the budget).

6. PRIME AE will provide field confirmation services of up to 5% of the interior water service pipe types for properties that do not respond to the survey (600 hours in budget). Town to coordinate our access.
7. PRIME AE will assist the Town in populating the NYSDOH template LSL Inventory list based on the information collected for the System Side and Owner Side.
8. PRIME AE will assist the Town in the final assembly of the final LSL Inventory package & letter report to be submitted to NYSDOH/EPA.
9. PRIME AE will draft a Preliminary Engineering Report or Lead Service Line Replacement Plan.
10. PRIME AE will research and advise on funding options available for the inventory and replacement of lead service lines.
11. PRIME AE will conduct two informational meetings at Town Hall to inform the board and general public about the EPA Lead and Copper Rule (LCR) and Lead Service Line Replacement (LSLR) Program requirements. These two informational meetings will include a presentation of the guidelines for the residents on how to complete the resident online survey (used to collect the Owner Side service line details).

**B. Fee**

For the services described in this proposal, PRIME proposes to complete the work for a lump sum fee total amount of **\$175,500.00**, billed monthly on a percent complete basis.

The recently announced Bipartisan Infrastructure Law (BIL) provides for funding of Lead Service Line Inventories and Lead Service Line Replacements through the Drinking Water State Revolving Fund (DWSRF). Projects that do not meet the States Disadvantaged Community (DAC) eligibility criteria are eligible for BIL-LSLR interest-free financing only (no grant). As noted above, PRIME AE will assist with the funding application to cover a portion of the Inventory costs, however, there is no guarantee the Town will be selected.

**C. Exceptions and Limitations**

- a. Limited existing records search and field work (600 hours) is included in this proposal for field verification of owner side service line.
- b. Limited number of paper survey response entry is included in the fee (40 hours).
- c. This fee does not include field verification of system side service lines.
- d. Lead Service Line Inventory (LSLI) funding application preparation assistance is not included in this proposal, but can be provided as an amendment.
- e. Lead Service Line Replacement (LSLR) funding application preparation assistance is not included in this proposal, but can be provided as an amendment, once the Town selects the option or options to proceed with after the LSL Inventory is complete.

**D. Additional Services**

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our

standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

**E. Access to Client Facilities.**

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

**F. Terms & Conditions**

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

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

Jeffrey D. Trzeciak, P.E.  
Senior Project Manager II

cc: Jack Dodson, Deputy Supervisor

Enclosure: Standard Terms & Conditions

Mollie Collins, Supervisor  
LSL Inventory Assistance Proposal  
February 16, 2024



AGREED TO BY TOWN OF ROTTERDAM:

Mollie A. Collins

Mollie Collins, Supervisor

DATE:

2/15/2024

AGREED TO BY KB GROUP OF NY, INC.  
DBA PRIME AE GROUP OF NY:

Jeffrey D. Trzeciak, P.E. - Senior Project  
Manager II

DATE: 2/16/2024



## Standard Terms & Conditions

**1. General.** These Standard Terms & Conditions ("ST&C"), together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

**2. Performance of Services.** PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors or consultants. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

**3. Right of Entry.** Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

**4. Modification.** This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these ST&C and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these ST&C shall govern.

**5. Compensation.** Fees are quoted for present calendar year and will be subject to escalation on January 1st each year thereafter as determined by PRIME AE. The Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices terms are net cash, due and payable upon receipt of invoice. Full payment of all invoices will be due before release of final deliverables. The Client shall notify PRIME AE in writing of any disputed amount within seven (7) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, upon written notice to Client, suspend services under this Agreement. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Upon suspension, Client shall pay all undisputed fees before PRIME AE continues any performance of services or delivery of any deliverables. In the event PRIME AE employs the services of any attorney or collection agency to collect any sums due hereunder or to enforce any terms contained herein, Client agrees to pay reasonable attorney's fees and court costs incurred by PRIME AE to collect outstanding fees.

**6. Insurance.** PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to provide at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Professional Liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish insurance



certificates to Client reflecting PRIME AE's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.

**7. Confidentiality.** PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

**8. Ownership of Documents.** All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a written specific use license. Any reuse or distribution of Instruments to third parties, without such express written specific use license will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from use without a written special use license. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

## Standard Terms & Conditions

**9. Suspension of Services and Termination.** Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than thirty (30) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, or acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed as of the date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify, defend and hold PRIME AE harmless from any claim or liability resulting from any suspension or termination.

**10. Force Majeure.** Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, cyber-attacks, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its



personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

**11. Mutual Waiver of Consequential Damages.** Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

**12. Design Services During Construction (DSDC).** If PRIME AE provides DSDC during the construction phase of the project, it is understood that the purpose of such services, including project site visits, will be to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will generally conform to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incidental to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's DSDC includes shop drawing review or requests for information as set forth in PRIME AE's proposal, PRIME AE will review (or take other appropriate action with respect to) shop drawings,

## Standard Terms & Conditions

samples, and other data which PRIME AE's proposal and scope of services require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of construction, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction. If DSDC is not included in the proposal, and the Client requests DSDC from PRIME AE, PRIME AE shall be entitled to additional compensation at its standard rates and fees.

**13. Certifications.** PRIME AE shall not be required to sign any documents, no matter by whom requested, including for Client to obtain financing, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty, or agree to terms that are in conflict with these ST&C.

**14. Reliance.** PRIME AE shall be entitled to rely, without limitation or liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for PRIME AE's independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, defend and hold harmless PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by PRIME AE or others due to PRIME AE's reliance on such information contemplated under this Section 14.

**15. Opinion of Probable Costs.** When required as part of its scope of services outlined in its proposal, PRIME AE will furnish opinions of probable cost, but does not



## Standard Terms & Conditions

guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment in accordance with the Standard of Care. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

**16. Limitation of Liability.** Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project and an estimated total fee for PRIME AE's scope of services, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' parent company, officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's scope of services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, regulatory fines or court judgments shall be limited to an amount of \$50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these ST&C by an authorized representative of PRIME AE.

**17. Dispute Resolution.** If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding

mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

**18. Precedence.** These ST&C shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

**19. Severability.** If any of these ST&C are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these ST&C to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

**20. Survival.** These ST&C shall survive the completion of PRIME AE's services on the project and the suspension or termination of services for any cause.

**21. Governing Law.** The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of Maryland or State of Ohio without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

**22. Assignment.** No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.