

MEETING OF THE ROTTERDAM TOWN BOARD

June 11, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

PROCLAMATIONS

PUBLIC HEARING

PRESENTATIONS

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

GENERAL RULES OF PROCEDURE FOR PUBLIC HEARINGS & PRIVILEGE OF THE FLOOR:

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS: RESOLUTIONS

- 207.25** Accepting Town Board meeting minutes. Pg. 4
- 208.25** To promote Devin Murphy to the position of Sergeant 2nd. Pg. 37
- 209.25** To appoint Paul J. Brown to the position of Police Officer. Pg. 43
- 210.25** To appoint Anthony J. Fasolino to the position of Police Officer. Pg. 49
- 211.25** To appoint Bethany E. Gill to the position of Police Officer. Pg. 55
- 212.25** To appoint Alexis N. Hunt to the position of Police Officer. Pg. 61
- 213.25** To appoint Ashley E. Sedgwick to the position of Police Officer. Pg. 67
- 214.25** To appoint Jeffrey Briere to the position of Building Inspector. Pg. 73
- 215.25** To appoint Thomas Berman to the position of Park Attendant. Pg. 79
- 216.25** To authorize the Supervisor to negotiate and execute an agreement with Comp Alliance. Pg. 86
- 217.25** To amend Resolution 192.25 of the year 2025; Appoint Seasonal Laborers to the Highway Department. Pg. 93
- 218.25** To amend Resolution 193.25 of the year 2025; Appoint Seasonal Park Attendants to the Parks & Water Department. Pg. 98
- 219.25** To negotiate and execute an agreement with Jamilee Marino for secretarial and transcription services for the Planning Commission. Pg. 102
- 220.25** To accept revenue for Town Clerk's office for May 2025. Pg. 107
- 221.25** To accept and award bid for Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street. Pg. 113
- 222.25** To accept and award bid for 6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing. Pg. 147
- 223.25** To accept and award bid for Sandborn Road Type 3 Dense Binder & 6.3mm Polymer Modified Hot Mix Asphalt Highway Resurfacing. Pg. 157
- 224.25** To enter into an agreement pursuant to Highway Law Section 284 for Town Highway Paving for 2025. Pg. 175

- 225.25** To accept and award bid for Grinding and Removal of Brush, Yard Waste and Wood at the Town of Rotterdam Compost Transfer Facility. Pg. 188
- 226.25** To accept and award bid for Hazardous Materials Removal at 369 Duanesburg Road, Rotterdam NY. Pg. 200
- 227.25** A Resolution in connection with the Town of Rotterdam Fire Hydrant Replacement Project determination of non-significance pursuant to the State Environmental Quality Review Act (SEQRA) regulations 6NYCRR Part 617. Pg. 224
- 228.25** To negotiate and execute Change Order No. 1 with Labella Associates for the Philomena Apartments Sewer Connections Sewer District No. 7 Extension No. 2 Project. Pg. 226
- 229.25** To negotiate and execute Change Order No. 2 to an existing agreement with Labella for Sewer District No. 7 and related extensions for an updated final Map Plan And Report. Pg. 246
- 230.25** To negotiate and execute an agreement with Barton and Loguidice for the Rotterdam Town Court and Police Facility Project. Pg. 266
- 231.25** To authorize the Supervisor to execute and sign an agreement with the CSEA Employee Benefit Fund. Pg. 345
- 232.25** To purchase a swing set for Roslyn Warlik Park. Pg. 349
- 233.25** To authorize a final release of retainage to Eberhardt Excavation. Pg. 360
- 234.25** To purchase two hydrants from Everett J. Prescott. Pg. 367
- 235.25** To establish Capital Project Expenditure Line H137-Water & Sewer Maintenance Equipment. Pg. 371

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

RESOLUTION NO. 207.25

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 the May 28, 2025 Town Board meetings as attached.

SECTION 2. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 2, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the May 28, 2025, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: June 11, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: June 11, 2025

Background Information: Attached. To adopt the meeting minutes from the May 28, 2025 Town Board Meeting.

Evaluation/Analysis: N/A

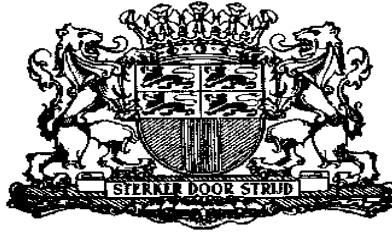
Recommendation(s): To place on Town Board agenda and Town Board meeting of June 11, 2025.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco



TOWN OF ROTTERDAM

DIANE M. MARCO

Town Clerk

John F. Kirvin Government Center * 1100 Sunrise Boulevard * Rotterdam, NY 12306
Telephone: (518) 355-7575 Ext: 352 * Fax: (518)355-7837* Website:
Email * dmarco@rotterdamny.org

May 30, 2025

Certified Resolutions: #195.25-#206.25 for the year 2025 was duly adopted at the Town Board Meeting held at the John F. Kirvin Government Center 1100 Sunrise Boulevard Rotterdam, New York, 12306 that was held Wednesday, May 28, 2025. The Town Board Agenda Meeting started at approximately 6:40 p.m. The agenda meeting was adjourned at approximately 6:54 p.m. all agreed to adjourn the agenda meeting. Motion #11 was made by Councilmember Dodson and seconded by Councilmember Gallucci. Motion #12 was made by Councilmember Dodson and seconded by Councilmember Schlag. The Town Board meeting began at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 7:41 p.m. by Councilmember Dodson and seconded by Councilmember Gallucci. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

May 28, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

PROCLAMATIONS

- Domenic Joseph Polimeni -Scout Troop 3050

PUBLIC HEARING

PRESENTATIONS

- Historian Report - James M Schaefer, Ph.D.

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

GENERAL RULES OF PROCEDURE FOR PUBLIC HEARINGS & PRIVILEGE OF THE FLOOR:

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS: RESOLUTIONS

MOTIONS:

11.25 I make a motion to add resolution #205.25 to the agenda.

12.25 I make a motion to add resolution #206.25 to the agenda.

RESOLUTIONS

195.25 Accepting Town Board Meeting Minutes. Pg. 3

196.25 To appoint Justin D'Alessandro to the position of Senior Park Attendant. Pg. 47

197.25 To authorize the purchase of one dump truck for the Water and Sewer Maintenance Department. Pg. 54

198.25 To approve 2025 quarterly expense transfers of gas and diesel. Pg. 62

199.25 To approve budget transfers to the 2025 budget. Pg. 64

200.25 To approve budget transfers to the 2024 budget. Pg. 68

201.25 Call for bids for Water District No. 5 Water System Improvements – Contract No. 2 – Valve & Hydrant Replacement. Pg. 80

202.25 To negotiate and execute an agreement with HydroSource Associates, PC, for Change Order #1 for Hydrogeologic Services and Consulting. Pg. 84

203.25 To negotiate and execute Amendment No. 1 to an existing agreement with Barton and Loguidice for WD No. 5 – Capital Project – Water System Improvements. Pg. 95

204.25 To negotiate and execute an agreement with Barton and Loguidice for WD No. 5 - Curry Road – Water Main Replacement/Upgrade Project. Pg. 253

205.25 Authorize the Supervisor to negotiate and enter into a public benefit services agreement with Land Reutilization Corporation of the Capital Region. Pg. 274

206.25 To accept a donation of gym equipment from Northeast Taekwondo Academy. Pg. 281

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following motion passed:

MOTION 11.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add Resolution #205.25 to the agenda.

SECTION 2. This motion shall become effective May 28, 2025.

DATED: May 28, 2025

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 motion was approved by the Town Board of the Town of Rotterdam on May 28, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 30, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following motion passed:

MOTION 12.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add Resolution #206.25 to the agenda.

SECTION 2. This motion shall become effective May 28, 2025.

DATED: May 28, 2025

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 motion was approved by the Town Board of the Town of Rotterdam on May 28, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 30, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 195.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the May 14, 2025 Town Board meetings as attached.

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

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 May 28, 2025, 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 May 30, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 196.25

TO APPOINT JUSTIN D’ALESSANDRO TO THE POSITION OF SENIOR PARK ATTENDANT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Justin D’Alessandro, of Rotterdam, New York 12306, is hereby appointed to the position of Senior Park Attendant, probationary, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-three thousand, and 00/100 (\$53,000.00) dollars, commencing June 2, 2025.

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

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 May 28, 2025, 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 May 30, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 197.25

TO AUTHORIZE THE PURCHASE OF ONE DUMP TRUCK FOR THE WATER AND SEWER MAINTENANCE DEPARTMENT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the purchase of one (1) 2024 Ford F550 for the Water and Sewer Maintenance Department, from Depaula Ford, located at 799 Central Avenue, Albany, NY 12206, with compliance under NYS OGS solicitations, in the amount not to exceed eighty-five thousand eight hundred eighty-two and 50/100 (\$85,882.50) dollars.

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

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 May 28, 2025, 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 May 30, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 198.25

TO APPROVE 2025 QUARTERLY EXPENSE TRANSFERS OF GAS AND DIESEL

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<u>Fund</u>	<u>Account No.</u>	<u>Title</u>	<u>Amount</u>
General	A5132 4304	FROM: Central Gas Expenditure	-22,416.20
General	A3120 4302	INTO: Patrol Vehicle Gas	+16,581.53
General	A3310 4302	INTO: Traffic Control Gas	+513.79
General	A3620 4302	INTO: Safety Inspection Gas	+823.37
General	A7110 4302	INTO: Parks Gas	+1,800.43
General	A1355 4302	INTO: Assessor	+56.33
General	A3410 4302	INTO: Fire Fight Gas	+2,640.75
General	A5132 4304	FROM: Central Gas Expenditure	-4,018.21
Highway	DA5142 4304	INTO: Fuel Snow Removal	+2,723.34
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+1,294.87
General	A5132 4304	FROM: Central Gas Expenditure	-2,436.42
S2	S28120 4302	INTO: S2 Gas Oil Lube	+2,436.42
General	A5132 4304	FROM: Central Gas Expenditure	-2,412.04
W5	W58340 4302	INTO: W5 Gas Oil Lube	+2,412.04

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:

<u>Fund</u>	<u>Account No.</u>	<u>Title</u>	<u>Amount</u>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-3,822.26
General	A8189 4302	INTO: Landfill Gas	+2,286.70
General	A3410 4302	INTO: Fire Fight Gas	+1,160.93
General	A3120 4204	INTO: Police Diesel Generator	+374.63

Highway	DA5148 4304	FROM: Central Diesel Expenditure	-16,783.89
Highway	DA5142 4304	INTO: Fuel Snow Removal	+14,267.27
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+2,516.62

<i>Fund</i>	<i>Account No</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-470.66
S2	S28120 4302	INTO: S2 Gas Oil Lube	+470.66
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-470.88
W5	W58340 4302	INTO: W5 Gas Oil Lube	+470.88

SECTION 3. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

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 May 28, 2025, 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 May 30, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 199.25

TO APPROVE BUDGET TRANSFERS TO THE 2025 BUDGET

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

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:

<u>Fund</u>	<u>Account No.</u>	<u>Title</u>	<u>Amount</u>
General	A7110-2005	FROM: Parks Buildings	\$ (17,378.00)
General	A7140-4503	FROM: Playgrounds Contractual	\$ (5,368.55)
General	A7110-2000	TO: Parks Equipment	\$ 22,746.55

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

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 May 28, 2025, 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 May 30, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 200.25

TO APPROVE BUDGET TRANSFERS TO THE 2024 BUDGET

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

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 2024 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A1010-4100	FROM: Office Supplies	\$ 412.01
General	A1010-4300	FROM: Conferences	\$ 400.00
General	A1010-4330	FROM: Ethics Board Expenses	\$ 2,500.00
General	A1010-100001	TO: 4 Councilmembers	\$ 3,080.18
General	A1010-4270	TO: Miscellaneous Expenses	\$ 21.99
General	A1010-4401	TO: Subscriptions	\$ 50.00
General	A1110-110002	FROM: Deputy Court Clerk	\$ 12,860.88
General	A1110-2000	FROM: Office Equipment	\$ 1,833.62
General	A1110-4201	FROM: Justice Cell Phones	\$ 300.00
General	A1110-4300	FROM: Justice Conf/Training	\$ 1,500.00
General	A1110-4360	FROM: Justice Stenos and Interp	\$ 1,015.04
General	A1110-4400	FROM: Justice Repr/Machcontract	\$ 2,955.55
General	A1110-4403	FROM: Justice Pro Membership	\$ 180.00
General	A1110-4500	FROM: Justice Electricity	\$ 5,033.58
General	A1110-4600	FROM: Justice Heat	\$ 1,500.00
General	A1110-4900	FROM: Justice Building Repairs	\$ 4,490.00
General	A1110-100002	TO: Town Justice	\$ 877.50
General	A1110-101002	TO: Town Justice	\$ 877.50
General	A1110-120002	TO: Court Clerk I	\$ 3,498.67
General	A1110-125002	TO: Court Clerk I	\$ 1,963.79
General	A1110-4100	TO: Office Supplies	\$ 1,421.98
General	A1110-4200	TO: Justice Telephone	\$ 495.10
General	A1110-4402	TO: Justice Ref Manuals	\$ 550.08
General	A1110-4700	TO: Justice Postage	\$ 1,693.06
General	A1220-110001	FROM: Deputy Supervisor	\$ 63.90
General	A1220-135503	FROM: Confidential Investigator	\$ 2,000.00
General	A1220-2000	FROM: Sprvsr Office Equipment	\$ 11,677.81

General	A1220-4100	FROM: Sprvsr Office Supplies	\$ 1,895.48
General	A1220-4105	FROM: Sprvsr Office Machine Lease	\$ 1,351.22
General	A1220-4270	FROM: Miscellaneous Expenses	\$ 200.00
General	A1220-4390	FROM: Video Town Board Meeting	\$ 1,075.00
General	A1220-125003	TO: Confidential Secretary to Supv	\$ 1,935.77
General	A1220-132003	TO: Social Media Administrator	\$ 999.88
General	A1220-135003	TO: It Project Mnr Support Liaison	\$ 769.69
General	A1220-180003	TO: Supervisor Overtime	\$ 320.14
General	A1220-4200	TO: Sprvsr Telephone	\$ 896.00
General	A1220-4400	TO: Sprvsr Repair/Mach*Contract	\$ 1,152.61
General	A1220-4403	TO: Sprvsr Membership Dues	\$ 414.00
General	A1220-4850	TO: Consultant	\$ 40,460.00
General	A1315-100004	FROM: Comptroller	\$ 3,352.60
General	A1315-190004	FROM: Confidential Asst to Comp	\$ 27,057.55
General	A1315-2000	FROM: Compt Office Equipment	\$ 2,076.91
General	A1315-4270	FROM: Miscellaneous Expenses	\$ 191.65
General	A1315-4300	FROM: Compt Conference	\$ 60.00
General	A1315-4850	FROM: Consultant Services	\$ 9,758.50
General	A1315-105004	TO: Payroll Audit Clerk & Pt	\$ 2,595.00
General	A1315-110004	TO: Personnel & Benefits Admin	\$ 430.47
General	A1315-120004	TO: Accts Payable/Receivable Clerk	\$ 611.66
General	A1315-140004	TO: Senior Account Specialist	\$ 2,711.27
General	A1315-150004	TO: Payroll Audit Clerk	\$ 826.08
General	A1315-160004	TO: Accountant - Pt	\$ 20,003.94
General	A1315-180004	TO: Deputy Comptroller	\$ 1,370.00
General	A1315-181004	TO: Comptroller Overtime	\$ 1,093.97
General	A1315-4100	TO: Compt Office Supplies	\$ 121.51
General	A1315-4359	TO: Compt Audit Services	\$ 17,000.87
General	A1330-120005	FROM: Deputy Receiver of Taxes	\$ 21.56
General	A1330-2000	FROM: Tax Office Equipment	\$ 371.18
General	A1330-4270	FROM: Miscellaneous Expenses	\$ 200.00
General	A1330-4325	FROM: Tax Public Info Display Ads	\$ 450.00
General	A1330-100005	TO: Receiver Of Taxes	\$ 0.08
General	A1330-125005	TO: Sr. Tax Clerk	\$ 370.83
General	A1330-4100	TO: Tax Office Supplies	\$ 43.19
General	A1330-4400	TO: Tax Repr/Mach Contract	\$ 21.62
General	A1355-2010	FROM: Vehicles	\$ 494.51
General	A1355-4100	FROM: Asr Office Supplies	\$ 189.83
General	A1355-4270	FROM: Miscellaneous Expenses	\$ 373.00
General	A1355-4300	FROM: Asr Conferences	\$ 607.55
General	A1355-4302	FROM: Asr Gasoline	\$ 40.00
General	A1355-4305	FROM: Asr Auto Repair Maint	\$ 185.22
General	A1355-4400	FROM: Asr Repair/Mach Contrt	\$ 513.96
General	A1355-4403	FROM: Asr Membership Dues	\$ 34.50
General	A1355-4800	FROM: Dp Support/Web Fees	\$ 1,190.00
General	A1355-4850	FROM: Consultant	\$ 44,000.00

General	A1355-100007	TO: Assessor	\$ 9,219.82
General	A1355-110018	TO: Account Clerk	\$ 718.98
General	A1355-125007	TO: Real Property Appraisal Tech	\$ 1,107.35
General	A1380-4175	FROM: Fiscal Agent Fees	\$ 500.00
General	A1410-110008	FROM: 2Nd Deputy Town Clerk	\$ 41,525.84
General	A1410-2000	FROM: Twn Clrk Office Equipment	\$ 280.01
General	A1410-4270	FROM: Miscellaneous Expenses	\$ 114.72
General	A1410-4300	FROM: Conference/Training	\$ 115.00
General	A1410-4326	FROM: Twn Clrk Legal Notices	\$ 2,680.40
General	A1410-100008	TO: Town Clerk	\$ 0.08
General	A1410-115008	TO: Deputy Town Clerk	\$ 40,588.87
General	A1410-120008	TO: Prof. Staff Assist I (Vacant)	\$ 11,900.00
General	A1410-4100	TO: Twn Clrk Office Supplies	\$ 947.99
General	A1410-4202	TO: Informational Mailers	\$ 2,883.90
General	A1410-4400	TO: Twn Clrk Repair/Mach Contr	\$ 975.84
General	A1420-4350	FROM: Law Title Ser Easemnts	\$ 2,430.00
General	A1420-4351	FROM: Bonding Attorney Fees	\$ 8,459.97
General	A1420-4352	FROM: Labor Attorney Fees	\$ 54,553.92
General	A1420-4353	FROM: Court Case/Filing Fees	\$ 950.00
General	A1440-123082	FROM: Town Engineer	\$ 81,423.32
General	A1440-4850	TO: Engineering Consultant	\$ 25,363.27
General	A1490-110011	FROM: Stormwater Mnger P.T.	\$ 9,438.49
General	A1490-100011	TO: .25 Sr. Dpw Specialist	\$ 3,163.79
General	A1490-100097	TO: Gis/Maps/Location Worker	\$ 730.72
General	A1490-140011	TO: .30 Account Clerk	\$ 1,169.99
General	A1490-150011	TO: Conf Secr To Director Of Dpw	\$ 4,141.51
General	A1490-180011	TO: Public Works Overtime	\$ 232.48
General	A1490-4100	TO: Dpw Office Supplies	\$ 261.22
General	A1490-4163	TO: Safety Clothing Supplies	\$ 91.00
General	A1490-4300	TO: Dpw Conferences	\$ 605.00
General	A1490-4400	TO: Dpw Repair/Mch Contract	\$ 200.98
General	A1610-4503	TO: Contractual Expenses	\$ 735.00
General	A1620-130012	FROM: Laborer P/T	\$ 15,000.00
General	A1620-140012	FROM: Bldgs Overtime	\$ 2,500.00
General	A1620-4902	FROM: Bldgs Hvac Maint	\$ 5,000.00
General	A1620-110012	TO: Cleaner	\$ 1,491.23
General	A1620-4104	TO: Elevator Maintenance	\$ 1,039.70
General	A1620-4163	TO: Safety Clothing Supplies	\$ 287.97
General	A1620-4173	TO: Office Furniture	\$ 28,469.00
General	A1620-4500	TO: Town Hall Electricity	\$ 4,074.12
General	A1620-4600	TO: Bldgs Town Hall Heat	\$ 3,206.23
General	A1620-4601	TO: Preventative Maint & Supply	\$ 4,491.41
General	A1620-4900	TO: Building Repairs	\$ 16,048.42
General	A1670-4702	FROM: Printing Code Vouch Maps	\$ 5,174.37
General	A1670-4701	TO: Central Mailing	\$ 5,073.91
General	A1680-2000	FROM: Equipment	\$ 3,852.33

General	A1680-4270	FROM: Miscellaneous Expenses	\$ 372.14
General	A1680-4802	FROM: Web Site Services	\$ 5,000.00
General	A1680-4955	FROM: Tax Bills	\$ 1,407.80
General	A1680-4200	TO: Telephone Services	\$ 12,340.34
General	A1680-4806	TO: Central Printing Supplies	\$ 1,015.69
General	A1680-4807	TO: Cis Support & Upgrade	\$ 75,831.39
General	A1930-4168	FROM: Judgement & Claims	\$ 38,462.89
General	A1990-4172	FROM: Spim Contingent Account	\$ 107,804.00
General	A2540-110013	TO: Bingo Inspector	\$ 5,328.00
General	A3120-100532	FROM: Deputy Chief Of Police	\$ 4,998.84
General	A3120-103632	FROM: School Resource Officers	\$ 1,219.08
General	A3120-107132	FROM: Information Processing Speclst	\$ 473.42
General	A3120-108332	FROM: Special Duty Ot Details	\$ 12,000.00
General	A3120-108532	FROM: Ot Dispatcher (Inactive)	\$ 130.28
General	A3120-108932	FROM: Police Vacation Buyback	\$ 5,500.00
General	A3120-111032	FROM: Clerk Part Time	\$ 25,000.00
General	A3120-111132	FROM: Conf Records Mngmt Liason	\$ 1,440.00
General	A3120-119532	FROM: Retirement Allowance	\$ 110,000.00
General	A3120-2120	FROM: Training Equipment	\$ 6,497.84
General	A3120-2530	FROM: Radio Computer Equipment	\$ 14,970.60
General	A3120-2540	FROM: Miscellaneous Equipment	\$ 4,105.10
General	A3120-4362	FROM: Police Academy Expense	\$ 3,537.53
General	A3120-4600	FROM: Police Heat	\$ 360.69
General	A3120-4803	FROM: Pol Cmptmr Maint Contret	\$ 29,057.21
General	A3120-4902	FROM: Police Hvac Maint Cntrct	\$ 2,300.00
General	A3120-100032	TO: Chief Of Police	\$ 315.95
General	A3120-101032	TO: Lieutenants	\$ 9,830.48
General	A3120-102032	TO: Sergeants	\$ 50,337.47
General	A3120-103032	TO: Investigators	\$ 70,334.93
General	A3120-104032	TO: Police Officers	\$ 66,497.99
General	A3120-105032	TO: Secretary To The Chief	\$ 302.64
General	A3120-108032	TO: Overtime Police Officers	\$ 146,266.89
General	A3120-108132	TO: Overtime Police Holiday	\$ 12,030.06
General	A3120-108632	TO: Police Comp Cash In	\$ 15,985.87
General	A3120-110032	TO: School Traffic Officers	\$ 3,890.00
General	A3120-120032	TO: Police Uniform Clothing Allown	\$ 3,180.88
General	A3120-2010	TO: Patrol Vehicles	\$ 45,353.19
General	A3120-2520	TO: Misc Electronic & Camera Equip	\$ 70,987.31
General	A3120-4104	TO: Police Elevator Maint	\$ 449.34
General	A3120-4212	TO: Svce Radio & Mobile Equip	\$ 1,907.42
General	A3120-4316	TO: Emergency Generator	\$ 6,582.83
General	A3120-4320	TO: Uniform Allowance Civilian	\$ 720.00
General	A3120-4327	TO: Refuse Collection	\$ 366.82
General	A3120-4500	TO: Police Electricity	\$ 8,915.65
General	A3120-4704	TO: Drug Testing	\$ 1,059.00
General	A3120-4715	TO: Ucc Dispatch Service Contract	\$ 8,120.58

General	A3120-4805	TO: Police Internet Service	\$	597.94
General	A3120-4900	TO: Building Repairs	\$	906.21
General	A3120-4904	TO: Police Maint & Supplies	\$	2,541.45
General	A3310-100014	FROM: Sign Maintenance Worker	\$	32,393.42
General	A3310-130014	FROM: Traffic Safety Overtime	\$	639.03
General	A3310-2000	FROM: Equipment	\$	498.48
General	A3310-4111	FROM: Signs Posts Paint Etc	\$	1,464.52
General	A3310-4112	FROM: High Intensity Sign Paper	\$	277.04
General	A3310-4115	FROM: Traffic Safety Lights & Cones	\$	1,424.83
General	A3310-4270	FROM: Miscellaneous Expenses	\$	79.89
General	A3310-4305	FROM: Traffic Con Auto Repair	\$	601.53
General	A3310-4600	FROM: Traffic Control Heat	\$	541.67
General	A3310-4602	FROM: Personal Protection Equip	\$	0.04
General	A3310-4904	FROM: Traffic Con Maint Supply	\$	485.72
General	A3310-140014	TO: Traffic Safety Coord	\$	38,623.51
General	A3310-4163	TO: Safety Clothing Supplies	\$	200.00
General	A3310-4302	TO: Traffic Control Gas	\$	1,616.43
General	A3310-4500	TO: Traffic Control Electric	\$	3,058.81
General	A3410-2000	FROM: Equipment	\$	1,000.00
General	A3410-4302	FROM: Gasoline	\$	766.74
General	A3410-4119	TO: Fire Training Ctr Lights	\$	766.74
General	A3510-120015	FROM: Animal Control Pt	\$	7,322.92
General	A3510-130015	FROM: Animal Control Ot	\$	2,000.00
General	A3510-4302	FROM: Animal Control Gas	\$	572.00
General	A3510-4120	TO: Animal Shelter	\$	572.00
General	A3620-120016	FROM: Building Inspector Pt	\$	2,230.00
General	A3620-121016	FROM: Safety Inspector	\$	3,556.22
General	A3620-130016	FROM: Zoning Officer	\$	2,876.94
General	A3620-140016	FROM: Building Safety Inspector	\$	413.76
General	A3620-170016	FROM: Fire Inspector Pt	\$	5,475.00
General	A3620-180016	FROM: Bldg Inspector Overtime	\$	1,488.52
General	A3620-2000	FROM: Safety Ins. Equipment	\$	24,506.07
General	A3620-4300	FROM: Safety Insp Conference	\$	9,841.98
General	A3620-100016	TO: Building Inspector/Ceo	\$	5,753.27
General	A3620-4163	TO: Safety Clothing Supplies	\$	591.98
General	A3620-4901	TO: Bldg Insp Bldg Demolition	\$	4,000.00
General	A3620-4905	TO: Sfty Insp Health Emrgncy	\$	5,250.00
General	A4020-100017	TO: Registrar Of Vital Stats	\$	0.02
General	A5010-100018	FROM: Supt. Of Highways	\$	2.42
General	A5010-110018	FROM: Account Clerk	\$	30,380.18
General	A5010-120018	FROM: Clerical Pt	\$	3,969.57
General	A5010-140018	FROM: Cdl Trainer Stipend	\$	307.72
General	A5010-4201	FROM: Supt Hwy Cell Phone	\$	327.23
General	A5010-4270	FROM: Miscellaneous Expenses	\$	200.00
General	A5010-4300	FROM: Highway Conferences	\$	100.00
General	A5010-4400	FROM: Hwy Repair Off Machines	\$	934.73

General	A5010-100097	TO: Gis/Maps/Location Worker	\$	15,308.62
General	A5010-150018	TO: Purchasing Coordinator	\$	11,459.71
General	A5010-180018	TO: Highway Admin Ot	\$	81.82
General	A5010-4900	TO: Building Repairs	\$	1,561.96
General	A5132-2000	FROM: Office Equipment	\$	9,483.11
General	A5132-4304	FROM: Central Gas Expenditures	\$	87,941.80
General	A5132-4022	TO: Engineering Fees Garage	\$	87,941.80
General	A6772-110018	FROM: Account Clerk/Typist	\$	24,491.32
General	A6772-127019	FROM: Recreation Leader Pt	\$	15,000.00
General	A6772-127519	FROM: Sr Ctr Laborer Pt	\$	2,500.00
General	A6772-128019	FROM: Sr. Center Cleaner	\$	233.91
General	A6772-2005	FROM: Equipment/Paving	\$	33,278.69
General	A6772-2007	FROM: Exterior Facility Upgrades	\$	28,080.05
General	A6772-4000	FROM: Seniors Outreach Programs	\$	643.60
General	A6772-4100	FROM: Office Supplies	\$	468.91
General	A6772-4131	FROM: Cafe Meal Service Contracts	\$	1,577.98
General	A6772-4132	FROM: Ccda & Scfs Contract	\$	3,500.00
General	A6772-4270	FROM: Miscellaneous Expenses	\$	100.00
General	A6772-4300	FROM: Conferences/Training	\$	1,000.00
General	A6772-4302	FROM: Gasoline	\$	737.24
General	A6772-4600	FROM: Heat	\$	7,165.87
General	A6772-4902	FROM: Hvac & Fire Alarms Maint	\$	1,104.58
General	A6772-110019	TO: Senior Programs Van Driver	\$	3,865.00
General	A6772-110219	TO: .33 Coor Parks & Senior Prgrms	\$	20,187.50
General	A6772-2000	TO: Senior Ctr Off Equipment	\$	1,924.74
General	A6772-4104	TO: Elevator Maintenance	\$	1,149.00
General	A6772-4163	TO: Safety Clothing Supplies	\$	135.99
General	A6772-4305	TO: Auto Maintenance & Repairs	\$	882.02
General	A6772-4400	TO: Repair Office Machine Contract	\$	37.20
General	A6772-4500	TO: Electricity	\$	2,714.06
General	A6772-4900	TO: Building Repairs	\$	2,488.42
General	A6772-4904	TO: Maintenance & Supplies	\$	8,891.49
General	A7020-100120	FROM: .33 Coor Parks & Senior Prgrms	\$	22,005.00
General	A7110-106021	FROM: Carpenter	\$	3,162.06
General	A7110-125021	FROM: Laborer	\$	2,955.34
General	A7110-2000	FROM: Parks Equip/Facilities	\$	5,431.88
General	A7110-2005	FROM: Buildings/Facilities	\$	10,000.00
General	A7110-4149	FROM: Summer Rec Prog Supp	\$	2,149.04
General	A7110-4153	FROM: Parks Improvements	\$	15,136.56
General	A7110-4270	FROM: Miscellaneous Expenses	\$	474.93
General	A7110-4333	FROM: Propane	\$	864.76
General	A7110-4600	FROM: Parks Heat	\$	1,264.65
General	A7110-100021	TO: Park & Rec Asst. Supervisor	\$	1,014.12
General	A7110-110021	TO: Parks Overtime	\$	11,957.05
General	A7110-120021	TO: Park Attendants	\$	3,289.76
General	A7110-130021	TO: Park Attendants Pt (Summer)	\$	6,197.25

General	A7110-135021	TO: Assistant Parks Supv Stipend	\$ 187.45
General	A7110-4145	TO: Prks Machinery Repair	\$ 1,316.06
General	A7110-4152	TO: Parks Dumpster Rental	\$ 3,755.58
General	A7110-4163	TO: Safety Clothing Supplies	\$ 1,087.95
General	A7110-4302	TO: Parks Gasoline	\$ 1,919.20
General	A7110-4500	TO: Parks Electricity	\$ 6,154.29
General	A7110-4904	TO: Parks Maint & Supplies	\$ 44,758.07
General	A7140-100022	FROM: Sr Recreation Leader Part Time	\$ 9,000.00
General	A7140-102522	FROM: Recreation Specialist Camp	\$ 12,000.00
General	A7140-110122	FROM: .33 Coor Parks & Senior Pgrms	\$ 22,005.00
General	A7270-4159	FROM: Program Exp & Publicity	\$ 432.98
General	A7270-4158	TO: Town Band	\$ 432.98
General	A8020-100026	FROM: Planning Chairman	\$ 350.00
General	A8020-4007	FROM: Grant Writer Contractual	\$ 20,000.00
General	A8020-4356	FROM: Planning & Zoning Attorney	\$ 9,473.54
General	A8020-110026	TO: Member Of Planning Board	\$ 475.00
General	A8020-120026	TO: Sr Planner	\$ 1,696.41
General	A8020-130006	TO: Grant Coordinator Stipend	\$ 1,999.98
General	A8020-180026	TO: Planning Overtime	\$ 5,943.32
General	A8020-4163	TO: Safety Clothing Supplies	\$ 199.99
General	A8020-4300	TO: Planning Conferences	\$ 48.01
General	A8020-4522	TO: Planning Studies	\$ 33,540.00
General	A8189-120028	FROM: Landfill Overtime	\$ 262.22
General	A8189-4321	FROM: Leachate Repairs & Improv	\$ 1,740.00
General	A8189-4904	FROM: Maintenance & Supplies	\$ 571.82
General	A8189-110028	TO: .50 Meo Heavy Landfill	\$ 265.22
General	A8189-4163	TO: Safety Clothing Supplies	\$ 100.00
General	A8189-4164	TO: Consultants	\$ 1,740.00
General	A8189-4302	TO: Gasoline	\$ 471.82
General	A8810-4904	FROM: Cemetery Maint. & Supplies	\$ 1,192.72
General	A9015-800002	FROM: A Fund Police Retire	\$ 210,547.44
General	A9040-800004	TO: A Fund Work Comp	\$ 20,927.06
General	A9050-800006	TO: A Fund Unemployment	\$ 11,961.84
General	A9060-800009	FROM: A Retiree Medical Insurance	\$ 4,549.56
General	A9060-800008	TO: A Fund Medical Insurance	\$ 173,992.50
General	A90601-810001	TO: A Fund Dental Insurance	\$ 1,098.78
General	A90601-810002	TO: A Retiree Dental Insurance	\$ 3,358.88
General	A90602-820001	TO: A Fund Vision Insurance	\$ 491.07
General	A90602-820002	TO: Police Vision Insurance	\$ 37.48
General	A90602-820003	TO: Police Retiree Vision Ins	\$ 3,229.39
Highway	DA5110-100097	FROM: Gis/Maps/Location Worker	\$ 14,720.00
Highway	DA5110-101054	FROM: Wrkng Crew Leader Gr	\$ 23,753.32
Highway	DA5110-105054	FROM: Sr Meo Heavy Gr	\$ 15,280.43
Highway	DA5110-115054	FROM: Meo Heavy Gr	\$ 672.96
Highway	DA5110-120054	FROM: Meo Medium Gr	\$ 24,389.52
Highway	DA5110-180054	FROM: Gen Repair Overtime	\$ 14,624.47

Highway	DA5110-2000	FROM: Equipment	\$ 193,457.67
Highway	DA5110-4147	FROM: Hwy Resurfacing Gr	\$ 17,307.74
Highway	DA5110-100554	TO: Sr Road Maint Spvr	\$ 27,632.13
Highway	DA5110-130054	TO: Sr Laborers Gr	\$ 4,977.34
Highway	DA5110-135054	TO: Laborers Gr	\$ 41,631.16
Highway	DA5110-160054	TO: Seasonal Labor	\$ 2,080.00
Highway	DA5110-4163	TO: Hwy Safety Uniforms Gr	\$ 4,664.37
Highway	DA5110-4198	TO: Hwy Comprehensive Ins Gr	\$ 11,858.37
Highway	DA5110-4718	TO: Animal Removal Services	\$ 785.00
Highway	DA5112-2003	TO: Chips/Improvements	\$ 375,690.15
Highway	DA5130-100055	FROM: Mechanic - Trainee	\$ 61,295.00
Highway	DA5130-120055	FROM: Mechanic Overtime	\$ 5,887.28
Highway	DA5130-2540	FROM: Miscellaneous Equipment	\$ 2,469.06
Highway	DA5130-4270	FROM: Miscellaneous Expenses	\$ 2,466.02
Highway	DA5130-4711	FROM: Hwy Sidewalk Repair	\$ 14.06
Highway	DA5130-105055	TO: Mechanic	\$ 1,995.59
Highway	DA5130-107055	TO: Sr Heavy Equip Mechanic	\$ 285.66
Highway	DA5130-2000	TO: Equipment	\$ 3,819.98
Highway	DA5130-4163	TO: Safety Clothing Supplies	\$ 363.98
Highway	DA5130-4709	TO: Hwy Machinery Misc Exp	\$ 2,116.10
Highway	DA5140-101056	FROM: Wrkng Cr Leader Brsh	\$ 6,417.57
Highway	DA5140-105056	FROM: Sr Meo Heavy Brwd	\$ 2,409.28
Highway	DA5140-115056	FROM: Meo Heavy Brwd	\$ 4,582.79
Highway	DA5140-120056	FROM: Meo Medium Brwd	\$ 20,897.21
Highway	DA5140-180056	FROM: Brush & Weed Overtime	\$ 16,751.86
Highway	DA5140-4304	FROM: Fuel Brush & Weed	\$ 383.99
Highway	DA5140-100556	TO: Sr Road Maint Spvr	\$ 14,555.56
Highway	DA5140-130056	TO: Sr Laborer Brwd	\$ 17,888.71
Highway	DA5140-135056	TO: Laborer Brshwd	\$ 42,074.89
Highway	DA5140-4163	TO: Safety Clothing Supplies	\$ 383.99
Highway	DA5142-101057	FROM: Wkg Cr Leader Snow	\$ 10,704.56
Highway	DA5142-115057	FROM: Meo Heavy Snow	\$ 9,934.48
Highway	DA5142-180057	FROM: Snow Overtime	\$ 24,365.68
Highway	DA5142-100557	TO: Sr Road Maint Spvr	\$ 17,371.69
Highway	DA5142-105057	TO: Sr Meo Heavy Snow	\$ 33,062.73
Highway	DA5142-120057	TO: Meo Medium Snow	\$ 115.67
Highway	DA5142-130057	TO: Sr Laborer Snow	\$ 18,667.25
Highway	DA5142-135057	TO: Snow Laborers	\$ 49,088.76
Highway	DA9010-800001	FROM: Da State Retirement	\$ 173,796.56
Highway	DA9030-800003	FROM: Da Fund Social Security	\$ 4,885.25
Highway	DA9040-800004	TO: Da Fund Workers Comp	\$ 15,336.63
Highway	DA9050-800006	FROM: Unemployment Insurance	\$ 2,800.00
Highway	DA9055-800007	FROM: Da Disabilty Insurance	\$ 872.08
Highway	DA9060-800009	FROM: Da Retiree Medical Insurance	\$ 44,661.33
Highway	DA9060-800008	TO: Da Medical Insurance	\$ 11,584.59
Highway	DA90601-810001	TO: Da Dental Insurance	\$ 726.33

Highway	DA90602-820001	TO: Da Vision Insurance	\$	1,043.54
Highway	DA9710-790004	FROM: 09 Masullo Drainage Proj Int	\$	0.22
Highway	DA9710-700025	TO: June 15 2022 Serial Bonds	\$	0.22
Sewer Dist 2	S28110-123082	FROM: Town Engineer	\$	10,000.00
Sewer Dist 2	S28110-2000	FROM: Equipment	\$	8,921.09
Sewer Dist 2	S28110-4270	FROM: Miscellaneous Expenses	\$	59.14
Sewer Dist 2	S28110-4800	FROM: Ss2 Data Process	\$	1,684.20
Sewer Dist 2	S28110-4855	FROM: S2 Paying Agent Fees	\$	4,892.00
Sewer Dist 2	S28110-100097	TO: Gis/Maps/Location Worker	\$	592.43
Sewer Dist 2	S28110-121082	TO: .20 Sr. Dpw Specialist	\$	532.97
Sewer Dist 2	S28110-122082	TO: .25 Account Clerk	\$	973.51
Sewer Dist 2	S28110-180082	TO: Sewer 2 Admin Ot	\$	186.67
Sewer Dist 2	S28110-4300	TO: S2 Conferences/Training	\$	2,425.00
Sewer Dist 2	S28110-4849	TO: Gis Implementation	\$	460.00
Sewer Dist 2	S28110-4854	TO: S2 Engineering Services	\$	118,108.20
Sewer Dist 2	S28120-130083	FROM: .50 Wwtp Operator	\$	16,647.85
Sewer Dist 2	S28120-140083	FROM: .25 S2 Laborer	\$	3,145.21
Sewer Dist 2	S28120-2000	FROM: Ss2 Equipment	\$	27,241.31
Sewer Dist 2	S28120-4351	FROM: Bonding Attorney Fees	\$	5,000.00
Sewer Dist 2	S28120-4856	FROM: Ss2 Easements Rite Of Way	\$	3,085.28
Sewer Dist 2	S28120-4857	FROM: Ss2 Auto Equip & Supply	\$	1,070.69
Sewer Dist 2	S28120-4858	FROM: Water/Sewer Maint-Repair	\$	22,789.31
Sewer Dist 2	S28120-4859	FROM: Ss2 Sewer Line Repairs	\$	24,760.00
Sewer Dist 2	S28120-100083	TO: .25 W&S Maintsuprvisr	\$	8,337.19
Sewer Dist 2	S28120-120083	TO: .25 Sr Laborer	\$	1,375.95
Sewer Dist 2	S28120-140583	TO: .25 Meo Heavy Landfill	\$	132.79
Sewer Dist 2	S28120-4163	TO: Safety Clothing Supplies	\$	382.99
Sewer Dist 2	S28120-4302	TO: Sewer 2 Gas Oil Lube	\$	5,775.53
Sewer Dist 2	S28120-4333	TO: Propane	\$	52.58
Sewer Dist 2	S28120-4860	TO: Ss2 Sewage Pump Station	\$	6,220.87
Sewer Dist 2	S28130-106084	FROM: Sr Wwtp Operator	\$	13,364.32
Sewer Dist 2	S28130-2000	FROM: Equipment	\$	16,803.97
Sewer Dist 2	S28130-2002	FROM: Ss2 Pumps & Filters	\$	19,020.05
Sewer Dist 2	S28130-4165	FROM: Ss2 Insurance	\$	9,557.68
Sewer Dist 2	S28130-4200	FROM: Ss2 Telephone & Fclty Alarms	\$	1,200.00
Sewer Dist 2	S28130-4270	FROM: Miscellaneous Expenses	\$	61.00
Sewer Dist 2	S28130-4500	FROM: Ss2 Electric & Water	\$	17,743.90
Sewer Dist 2	S28130-4862	FROM: Ss2 Printing & Public Notice	\$	200.00
Sewer Dist 2	S28130-4863	FROM: Ss2 Chemicals	\$	666.28
Sewer Dist 2	S28130-4864	FROM: Ss2 Chem Feed Equip Maint	\$	430.96
Sewer Dist 2	S28130-4865	FROM: Ss2 Lab Equip Prts & Supplies	\$	1,422.66
Sewer Dist 2	S28130-4866	FROM: Ss2 Plant Equip Repr Maint	\$	13,733.86
Sewer Dist 2	S28130-4867	FROM: Ss2 Polymer	\$	1,000.00
Sewer Dist 2	S28130-4870	FROM: Ss2 Sludge Remove/Disposal	\$	19,032.38
Sewer Dist 2	S28130-4904	FROM: Ss2 Buildings & Grounds	\$	5,027.19
Sewer Dist 2	S28130-120084	TO: Ss2 Overtime	\$	7,557.51

Sewer Dist 2	S28130-150084	TO: Wwtp Operator	\$	13,298.20
Sewer Dist 2	S28130-160084	TO: Ww Treatment Plnt Oper Trainee	\$	40,489.01
Sewer Dist 2	S28130-4021	TO: Contractual Expense	\$	30,480.00
Sewer Dist 2	S28130-4163	TO: Safety Clothing Supplies	\$	722.90
Sewer Dist 2	S28130-4319	TO: Ss2 Uniforms & Cleaning	\$	980.05
Sewer Dist 2	S28130-4600	TO: Ss2 Heat & Fuel	\$	21,703.28
Sewer Dist 2	S28130-4868	TO: Ss2 Nys Pollutant Fee	\$	6,000.00
Sewer Dist 2	S28130-4869	TO: Ss2 Analysis H2O & Sludge	\$	31.20
Sewer Dist 2	S28130-4872	TO: Ss2 Payment To City/Pinewood	\$	6,342.66
Sewer Dist 2	S29010-800001	FROM: S2 Retirement	\$	29,576.26
Sewer Dist 2	S29030-800003	FROM: S2 Social Security	\$	1,059.38
Sewer Dist 2	S29040-800004	TO: S2 Workers Comp	\$	589.35
Sewer Dist 2	S29055-800007	FROM: S2 Disability Insurance	\$	114.66
Sewer Dist 2	S29060-800009	FROM: S2 Retiree Medical Insurance	\$	9,622.11
Sewer Dist 2	S29060-800008	TO: S2 Medical Insurance	\$	14,864.41
Sewer Dist 2	S290601-810001	TO: S2 Dental Insurance	\$	520.34
Sewer Dist 2	S290602-820001	FROM: S2 Vision Insurance	\$	202.85
Sewer Dist 7	S78110-4165	FROM: Insurance	\$	3,646.39
Sewer Dist 7	S78120-140083	FROM: .05 Swr Laborer	\$	630.01
Sewer Dist 7	S78120-100083	TO: .05 W&S Maint Supervisor	\$	630.01
Sewer Dist 7	S78120-4163	TO: Safety Clothing Supplies	\$	93.60
Sewer Dist 7	S78120-4500	TO: Ss7 Electricity	\$	1,956.44
Sewer Dist 7	S78120-4715	TO: Ss7 Contractual Expenses	\$	39,711.07
Sewer Dist 7	S78130-4872	FROM: Payment To City	\$	34,745.23
Sewer Dist 7	S79030-800003	FROM: Social Security	\$	112.35
Sewer Dist 7	S79040-800004	FROM: Worker'S Compensation	\$	870.00
Sewer Dist 7	S79055-800007	FROM: Disability Insurance	\$	22.63
Sewer Dist 7	S79060-800008	FROM: Emp Hospital & Medical Ins	\$	1,956.44
Sewer Dist 7	S790601-810001	FROM: Emp Dental Insurance	\$	131.75
Sewer Dist 7	S790602-820001	TO: Vision Insurance	\$	5.64
Sewer Dist 7	S79710-700025	FROM: June 15 2022 Serial Bonds	\$	0.04
Sewer Dist 7	S79730-700023	FROM: Ss7 Ban Interest	\$	281.92
Special Light	SL1930-4002	FROM: Sl Tax Refunds	\$	470.97
Special Light	SL5182-4021	TO: Sl Contractual Expense	\$	470.97
Water Dist 3	W31930-4005	TO: Tax Refunds	\$	410.50
Water Dist 3	W31950-4006	FROM: Munic Taxes And Assess	\$	410.50
Water Dist 3	W38310-123092	FROM: Town Engineer	\$	3,549.79
Water Dist 3	W38310-101092	TO: .15 Account Clerk	\$	585.02
Water Dist 3	W38310-110092	TO: .10 Sr Dpw Specialist	\$	266.56
Water Dist 3	W38310-180092	TO: Water 3 Admin Ot	\$	95.05
Water Dist 3	W38310-4163	TO: Safety Clothing Supplies	\$	18.00
Water Dist 3	W38310-4850	TO: Engineering Consultant	\$	9,410.72
Water Dist 3	W38320-120094	FROM: Wtr Trmt Plt Opert (Pt)	\$	4,875.76
Water Dist 3	W38320-100092	TO: .15 Sr W3 Trt Plant Operator	\$	212.13
Water Dist 3	W38320-120092	TO: .15 W3 Trmt Plant Operator	\$	287.85
Water Dist 3	W38320-130092	TO: W3 Overtime	\$	4,375.78

Water Dist 3	W38320-4163	TO: Safety Clothing Supplies	\$	55.20
Water Dist 3	W38320-4904	TO: W3 Bldg & Ground Maint	\$	5,738.31
Water Dist 3	W38340-130093	FROM: .10 W3 Laborer	\$	1,280.32
Water Dist 3	W38340-2000	FROM: Equipment	\$	15,355.43
Water Dist 3	W38340-110093	TO: .10 W3 Sr Laborer	\$	547.46
Water Dist 3	W38340-140093	TO: .10 W&S Maintsuprvisr	\$	3,336.02
Water Dist 3	W38340-4163	TO: Safety Clothing Supplies	\$	133.20
Water Dist 3	W39010-800001	FROM: W3 Retirement	\$	5,601.43
Water Dist 3	W39040-800004	TO: W3 Workers Comp	\$	147.36
Water Dist 3	W39060-800008	TO: W3 Medical Insurance	\$	3,324.14
Water Dist 3	W39060-800009	TO: W3 Retiree Medical Insurance	\$	1,685.16
Water Dist 3	W390601-810001	TO: W3 Dental Insurance	\$	444.77
Water Dist 5	W51930-4005	FROM: W5 Tax Refunds	\$	893.10
Water Dist 5	W51930-4168	TO: Judgements & Claims	\$	410.50
Water Dist 5	W51950-4006	FROM: Munic Taxes And Assess	\$	1,825.02
Water Dist 5	W58310-123094	FROM: Town Engineer	\$	16,314.49
Water Dist 5	W58310-4100	FROM: W5 Office Supplies	\$	191.08
Water Dist 5	W58310-4200	FROM: W5 Telephone	\$	2,000.00
Water Dist 5	W58310-4270	FROM: Miscellaneous Expenses	\$	249.30
Water Dist 5	W58310-4300	FROM: W5 Conferences	\$	384.75
Water Dist 5	W58310-4351	FROM: Bonding Attorney Fees	\$	5,000.00
Water Dist 5	W58310-4800	FROM: W5 Data Process Support	\$	1,184.20
Water Dist 5	W58310-4810	FROM: Digitization Of Maps	\$	10,000.00
Water Dist 5	W58310-4855	FROM: W5 Paying Agent Fees	\$	1,000.00
Water Dist 5	W58310-100097	TO: Gis/Maps/Location Worker	\$	592.43
Water Dist 5	W58310-130594	TO: .30 Sr Dpw Specialist	\$	799.60
Water Dist 5	W58310-131594	TO: .20 Account Clerk	\$	776.61
Water Dist 5	W58310-180094	TO: Water 5 Admin Ot	\$	267.91
Water Dist 5	W58310-4163	TO: Safety Clothing Supplies	\$	99.99
Water Dist 5	W58310-4849	TO: Gis Implementation	\$	6,951.29
Water Dist 5	W58320-4166	FROM: W5 Gen Liable Insurance	\$	4,449.69
Water Dist 5	W58320-4205	FROM: W5 Internet Service	\$	4,650.01
Water Dist 5	W58320-4270	FROM: Miscellaneous Expenses	\$	500.00
Water Dist 5	W58320-4305	FROM: W5 Auto Maint & Repair	\$	1,263.64
Water Dist 5	W58320-4600	FROM: W5 Heat & Fuel	\$	6,159.82
Water Dist 5	W58320-4862	FROM: W5 Prnt & Public Notices	\$	324.03
Water Dist 5	W58320-4879	FROM: W5 Instrmnt Pump Maint	\$	3,776.49
Water Dist 5	W58320-4880	FROM: W5 Equip Maint & Repair	\$	6,879.47
Water Dist 5	W58320-4881	FROM: W5 Test Drinking Water	\$	26,890.00
Water Dist 5	W58320-4907	FROM: Outside Contract City- Schdy	\$	3,856.74
Water Dist 5	W58320-120095	TO: .85 W5 Sr Wtr Trt Plant Opertr	\$	1,226.34
Water Dist 5	W58320-125095	TO: .85 W5 Wtr Trtmt Plant Oper	\$	1,642.37
Water Dist 5	W58320-2006	TO: Water Well System Improve	\$	6,884.57
Water Dist 5	W58320-4163	TO: Safety Clothing Supplies	\$	156.38
Water Dist 5	W58320-4500	TO: W5 Electricity	\$	4,372.87
Water Dist 5	W58320-4891	TO: W5 Wtr Pump Maint Cntrct	\$	200.00

Water Dist 5	W58320-4904	TO: Blding/Grounds Maint Power	\$	3,843.98
Water Dist 5	W58330-4098	TO: W5 Chemicals	\$	30,498.39
Water Dist 5	W58340-135596	FROM: .60 W5 Laborer	\$	7,546.84
Water Dist 5	W58340-150096	FROM: W5 Overtime	\$	5,039.94
Water Dist 5	W58340-2000	FROM: W5 Equipment	\$	6,884.57
Water Dist 5	W58340-4270	FROM: Miscellaneous Expenses	\$	200.00
Water Dist 5	W58340-4704	FROM: W5 Drug Testing Program	\$	500.00
Water Dist 5	W58340-4884	FROM: W5 Mains	\$	48,415.12
Water Dist 5	W58340-4886	FROM: W5 Leak Detection	\$	50,005.61
Water Dist 5	W58340-4887	FROM: W5 Wtr Equip Maint Supp	\$	8,367.87
Water Dist 5	W58340-100096	TO: .60 W&S Maint Supervisor	\$	20,020.75
Water Dist 5	W58340-120096	TO: .60 Sr Laborer	\$	3,309.29
Water Dist 5	W58340-125096	TO: .25 Meo Heavy Landfill	\$	132.79
Water Dist 5	W58340-190096	TO: W5 Interfund Work	\$	133.18
Water Dist 5	W58340-4010	TO: W5 Easements	\$	3,379.06
Water Dist 5	W58340-4163	TO: Safety Clothing Supplies	\$	1,005.57
Water Dist 5	W58340-4302	TO: W5 Gas Oil Lube	\$	1,591.01
Water Dist 5	W58340-4305	TO: W5 Auto Equipment Supply	\$	6,999.04
Water Dist 5	W58340-4875	TO: W5 Pipe Fittings & Valves	\$	18,552.32
Water Dist 5	W58340-4877	TO: W5 Hydrants	\$	32,474.01
Water Dist 5	W58340-4889	TO: W5 Backfill/Pavement Rep	\$	75,898.66
Water Dist 5	W58340-4904	TO: W5 Bldgground Maint Supply	\$	2,532.87
Water Dist 5	W59010-800001	FROM: W5 Retirement	\$	41,691.24
Water Dist 5	W59030-800003	FROM: W5 Social Security	\$	5,021.22
Water Dist 5	W59040-800004	TO: W5 Workers Comp	\$	4,698.73
Water Dist 5	W59055-800007	TO: W5 Disability Insurance	\$	9.65
Water Dist 5	W59060-800008	TO: W5 Medical Insurance	\$	38,415.89
Water Dist 5	W59060-800009	TO: W5 Retiree Medical Insurance	\$	1,345.10
Water Dist 5	W590601-810001	TO: W5 Dental Insurance	\$	2,428.34
Water Dist 5	W590602-820001	FROM: W5 Vision Insurance	\$	185.25

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

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 May 28, 2025, 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 May 30, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 201.25

**CALL FOR BIDS FOR WATER DISTRICT NO. 5 WATER SYSTEM IMPROVEMENTS
– CONTRACT NO. 2 – VALVE & HYDRANT REPLACEMENT**

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 call for bids for Water District No. 5 Water System Improvements – Contract No. 2 - Valve & Hydrant Replacement.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Thursday, the 26th day of June, at 2:00 P.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:

**WATER DISTRICT NO. 5 WATER SYSTEM IMPROVEMENTS – CONTRACT NO. 2 –
VALVE & HYDRANT REPLACEMENT**

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of 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 2:00 P.M., JUNE 26, 2025**

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

BY ORDER OF THE ROTTERDAM TOWN BOARD

DIANE M. MARCO, TOWN CLERK

DATED: May 28, 2025

BidNet: Please publish on May 29, 2025

Daily Gazette: Please publish once on May 30, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

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 May 28, 2025, 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 May 30, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 202.25
TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH HYDROSOURCE
ASSOCIATES, PC FOR CHANGE ORDER #1 FOR HYDROGEOLOGIC SERVICES
AND CONSULTING

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 HydroSource Associates PC, located at 120 Daniel Webster Highway, Meredith, NH03253, for Change Order #1 – to account for time delays and increased in labor and materials, since submitting their original cost quotation in July, 2023 concerning Town of Rotterdam’s Well No. 6 project, subcontracted to Layne Christensen Company, for an increase not to exceed one hundred sixty one thousand, seven hundred and 00/100 (\$161,700.00) dollars, for a new total project cost not to exceed one million one hundred fifty eight thousand fifty and 00/100 (\$1,158,050) dollars.

SECTION 2. This resolution shall become effective May 28, 2025

DATED: May 28, 2025

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 May 28, 2025, 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 May 30, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 203.25

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING AGREEMENT WITH BARTON AND LOGUIDICE FOR WD NO. 5 – CAPITAL PROJECT – WATER SYSTEM IMPROVEMENTS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment No. 1 to an existing agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services for the WD No. 5 – Capital Project – Water System Improvements, in an amount not to exceed three hundred eighty five thousand, four hundred and 00/100 (\$385,400.00) dollars, for a new total agreement amount not to exceed two million six hundred forty four thousand seven hundred, and 00/100 (\$2,644,700.00) dollars.

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

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 May 28, 2025, 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 May 30, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 204.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR WD NO. 5 - CURRY ROAD – WATER MAIN REPLACEMENT/UPGRADE PROJECT

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 Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services for the WD No. 5 - Curry Road – Water Main Replacement/Upgrade Project, for task 1 and task 2 only, in an amount not to exceed fourteen thousand six hundred and 00/100 (\$14,600.00) dollars.

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

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 May 28, 2025, 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 May 30, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 205.25

**AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND ENTER INTO A PUBLIC
BENEFIT SERVICES AGREEMENT WITH LAND REUTILIZATION CORPORATION
OF THE CAPITAL REGION**

THEREFORE, UPON MOTION OF Councilmember **DODSON**, 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 enter into a Public Benefit Services Agreement with Land Reutilization Corporation of the Capital Region, for the demolition of Town property located at 369 Duanesburg Road, Rotterdam, New York 12306.

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

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 May 28, 2025, 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 May 30, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 206.25

**TO ACCEPT A DONATION OF GYM EQUIPMENT FROM NORTHEAST
TAEKWONDO ACADEMY**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts a donation of gym equipment from Northeast Taekwondo Academy, for the Rotterdam Police Department.

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

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 May 28, 2025, 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 May 30, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 208.25

TO PROMOTE DEVIN MURPHY TO THE POSITION OF SERGEANT 2ND

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Devin Murphy, of Schenectady, New York is hereby appointed to the position of Sergeant 2nd, probationary, full-time, with full employee benefits and subject to pre-employment background checks, at an annual salary of one hundred four thousand three-hundred ninety-seven and 19/100 (\$104,397.19) commencing July 5, 2025.

SECTION 2. This resolution shall be effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 2, 2025

TO: Rotterdam Town Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Promote Investigator Devin Murphy to the position of Sergeant 2nd.

TOWN BOARD MEETING: June 11, 2025

Background information: This promotion replaces a vacant Sergeant position due to a retirement.

Evaluation/Analysis: Investigator Devin Murphy was one of three candidates interviewed by a panel of Police Department Command Staff.

Recommendation(s): Promote Investigator Devin Murphy to the position of Sergeant 2nd, probationary, with full employee benefits, at an annual salary of \$104,397.19 effective July 5, 2025.

Attachment/Document(s): List of Certification of Eligible Candidates from Civil Service / Civil Service Application

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD

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



Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Police Sergeant

POSITION TITLE

EXAM NUMBER

Date Received _____ Approved _____

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

Murphy Devin W
Last Name First Name Middle Initial

Street Address or Road R.D. # or P.O. Box #
Schenectady, NY 12305

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 C

Date of Birth (MM/DD/YYYY)

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:	New York		
County of:	Schenectady		
Village of:			
Town of:			
City of:	Schenectady		
School District	Schenectady		

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:	
Endorsements:	
Class of License:	
Is this License Currently Valid	YES ☒ NO ☐

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

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

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:				Schalmont High School		
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	
SUNY Albany	120	Bachelor	Criminal Justice	X		
SUNY Albany	36	Master	Criminal Justice	X		

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

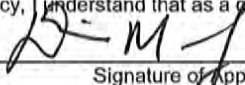
Length of Employment	Firm Name:	Rotterdam Police Department
From: [REDACTED]	Firm Address:	101 Princetown RD Schenectady, NY 12306
To: [REDACTED] Year (mm/yyyy)	Description of Duties: Investigator assigned to the detective division. - Conduct misdemeanor and felony level criminal investigations. -Coordinate and prepare cases for prosecution with the District Attorney's Office	
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title: Investigator		
Name of Your Supervisor: P. Farry		
Supervisor's Title: Lieutenant		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving: Still currently employed		
Length of Employment	Firm Name:	
From:	Firm Address:	
To: Month/Year (mm/yyyy)	Description of Duties:	
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		

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

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

THIS AFFIRMATION MUST BE COMPLETED

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

 #123
Signature of Applicant

Devin W. Murphy
Print Name

05/29/25
Date

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

RESOLUTION NO. 209.25

TO APPOINT PAUL J. BROWN TO THE POSITION OF POLICE OFFICER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Paul J. Brown, of Rotterdam, New York is hereby appointed to the position of Police Officer, Patrolman 6th, probationary, full-time, with full employee benefits and subject to pre-employment background checks, at an annual salary of forty-eight thousand six hundred thirty-six and 26/100 (\$48,636.26) commencing July 11, 2025.

SECTION 2. This resolution shall be effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 2, 2025

TO: Rotterdam Town Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Appoint Paul Brown, Anthony Fasolino, Bethany Gill, Alexis Hunt, and Ashley Sedgwick to the position of Police Officer.

TOWN BOARD MEETING: June 11, 2025

Background Information: These Police Officer positions have been budgeted and replace existing vacancies at the Police Department.

Evaluation/Analysis: Each Police recruit was chosen from a Civil Service list of several candidates who were interviewed by a panel of Police Department Command Staff. They subsequently passed a background investigation which included a psychological evaluation and polygraph examination.

Recommendation(s): Appoint Paul Brown, Anthony Fasolino, Bethany Gill, Alexis Hunt, and Ashley Sedgwick to the position of Patrolman 6th, full time, probationary with full employee benefits, at an annual salary of \$48,636.26 effective July 11, 2025.

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: RPD

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



Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Police officer
POSITION TITLE

89158-010
EXAM NUMBER

Date Received _____ Approved _____

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

Brown Paul J
Last Name First Name Middle Initial

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

Schenectady Rotterdam 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) _____

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:			
Village of:			
Town of:	<u>Rotterdam</u>		
City of:			
School District	<u>Mohonasen</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:	_____
Endorsements:	<u>None</u>
Class of License:	<u>D</u>
Is this License Currently Valid	YES ☒ NO ☐

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).		☒
Did you serve in the Armed Forces during any of the following periods:		☒
February 28, 1961 – May 7, 1975		☒
August 2, 1990 – end of hostilities		☒
*Lebanon: June 1, 1983 – December 1, 1987		☒
*Granada: October 23, 1983 – November 21, 1983		☒
*Panama: December 20, 1989 – January 31, 1990		☒
*Credit for Lebanon, Grenada and Panama is limited to those who received the Armed Forces Expeditionary Medal, the Navy Expeditionary Medal, or the Marine Corps Expeditionary Medal.		☒
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?		☒
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.		☒
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?		☒
Are you currently a resident of New York State?	☒	

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?		☒
Did you ever resign from any employment rather than face dismissal?		☒
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?		☒
Have you ever been convicted of any crime (felony or misdemeanor)?		☒
Are you now under charges for any crime?		☒
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		☒

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:				Muhonasen High School 2072 Curry Rd Rotterdam, NY 12303		
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.

Length of Employment	Firm Name:	Town of Rotterdam Water/Sewer Department
From: [REDACTED]	Firm Address:	1100 Sunrise Blvd
To: [REDACTED]	Description of Duties:	
Employment Details	- Repair water/sewer mains - Locate water shut offs - maintain water main valves - Repair/flush fire hydrants - Install water services - Read water meters - Sewer maintenance	
Your Exact Title	Water/Sewer maintenance worker	
Name of Your Supervisor	Mike Colarossi	
Supervisor's Title	Water/Sewer Manager	
Hours worked / wk. (exclusive of overtime)	40	
Reason for Leaving		
Length of Employment	Firm Name:	Town of Rotterdam Parks Department
From: [REDACTED]	Firm Address:	1100 Sunrise Blvd
To: [REDACTED]	Description of Duties:	
Employment Details	- Mowed/weedwacked town properties - Stage setup - cleaning of town buildings - maintain playground equipment as well as installs - graffiti removal	
Your Exact Title	Laborer	
Name of Your Supervisor	Chad Propper	
Supervisor's Title	Parks Supervisor	
Hours worked / wk. (exclusive of overtime)	40	
Reason for Leaving	Moved to Rotterdam water department	

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

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

THIS AFFIRMATION MUST BE COMPLETED

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

 _____ Signature of Applicant	<u>Paul J. Brown</u> _____ Print Name	<u>6/2/2025</u> _____ Date

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

RESOLUTION NO. 210.25

TO APPOINT ANTHONY J. FASOLINO TO THE POSITION OF POLICE OFFICER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Anthony J. Fasolino, of Rotterdam, New York is hereby appointed to the position of Police Officer, Patrolman 6th, probationary, full-time, with full employee benefits and subject to pre-employment background checks, at an annual salary of forty-eight thousand six hundred thirty-six and 26/100 (\$48,636.26) commencing July 11, 2025.

SECTION 2. This resolution shall be effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 2, 2025

TO: Rotterdam Town Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Appoint Paul Brown, Anthony Fasolino, Bethany Gill, Alexis Hunt, and Ashley Sedgwick to the position of Police Officer.

TOWN BOARD MEETING: June 11, 2025

Background Information: These Police Officer positions have been budgeted and replace existing vacancies at the Police Department.

Evaluation/Analysis: Each Police recruit was chosen from a Civil Service list of several candidates who were interviewed by a panel of Police Department Command Staff. They subsequently passed a background investigation which included a psychological evaluation and polygraph examination.

Recommendation(s): Appoint Paul Brown, Anthony Fasolino, Bethany Gill, Alexis Hunt, and Ashley Sedgwick to the position of Patrolman 6th, full time, probationary with full employee benefits, at an annual salary of \$48,636.26 effective July 11, 2025.

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: RPD

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



Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Rotterdam Police Officer OC-89188-010
POSITION TITLE EXAM NUMBER

Date Received _____ Approved _____

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

Fasolino Anthony J
Last Name First Name Middle Initial

Street Address or Road R.D. # or P.O. Box #
Schenectady Rotterdam NY 12306

County City, Town, Village State Zip

Home Phone Number N/A 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) _____

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:	New York		
County of:	Schenectady		
Village of:			
Town of:	Rotterdam		
City of:			
School District	Mohonasen		

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:	_____
Endorsements:	_____
Class of License:	D
Is this License Currently Valid	YES ☒ NO ☐

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

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

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?		No
Did you ever resign from any employment rather than face dismissal?		No
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?		No
Have you ever been convicted of any crime (felony or misdemeanor)?		No
Are you now under charges for any crime?		No
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		No

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:	EMT		Specialty:		
License Number:	530124				
Granted by (Licensing Agency):	REMO		City/State	New York	
Date License First Issued:	09/2024	Registered From:	09/2024	Registered To:	09/2027

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

High School						
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?					YES ☒ NO ☐	
If Yes, Name and Location of High School or Issuing Government Authority:			Mohonasen			
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	
SCCC	9		Spanish, Statistics, English		No	
HVCC	8		Paramedic Program		No	
Saint Rose	30		Political Science		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.

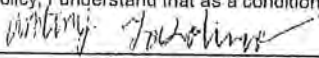
Length of Employment		Firm Name:	Ravena Rescue Squad
From:		Firm Address:	1 Bruno Blvd, Ravena, NY 12143
To:		Description of Duties: Respond to emergency calls, providing timely and professional care to patients in various medical situations, including trauma, medical emergencies, and accidents.	
Employment Details			
Your Exact Title			
Name of Your Supervisor			
Supervisor's Title			
Hours worked / wk, (exclusive of overtime)			
Reason for Leaving			
Still currently employed.			
Length of Employment		Firm Name:	
From:		Firm Address:	
To:		Description of Duties:	
Employment Details			
Your Exact Title			
Name of Your Supervisor			
Supervisor's Title			
Hours worked / wk, (exclusive of overtime)			
Reason for Leaving			

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

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

THIS AFFIRMATION MUST BE COMPLETED

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


 Signature of Applicant

Anthony Fasolino
 Print Name

05/31/2025
 Date

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

RESOLUTION NO. 211.25

TO APPOINT BETHANY E. GILL TO THE POSITION OF POLICE OFFICER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Bethany E. Gill, of Delanson, New York is hereby appointed to the position of Police Officer, Patrolman 6th, probationary, full-time, with full employee benefits and subject to pre-employment background checks, at an annual salary of forty-eight thousand six hundred thirty-six and 26/100 (\$48,636.26) commencing July 11, 2025.

SECTION 2. This resolution shall be effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 2, 2025

TO: Rotterdam Town Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Appoint Paul Brown, Anthony Fasolino, Bethany Gill, Alexis Hunt, and Ashley Sedgwick to the position of Police Officer.

TOWN BOARD MEETING: June 11, 2025

Background Information: These Police Officer positions have been budgeted and replace existing vacancies at the Police Department.

Evaluation/Analysis: Each Police recruit was chosen from a Civil Service list of several candidates who were interviewed by a panel of Police Department Command Staff. They subsequently passed a background investigation which included a psychological evaluation and polygraph examination.

Recommendation(s): Appoint Paul Brown, Anthony Fasolino, Bethany Gill, Alexis Hunt, and Ashley Sedgwick to the position of Patrolman 6th, full time, probationary with full employee benefits, at an annual salary of \$48,636.26 effective July 11, 2025.

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: RPD

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



Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Police officer

POSITION TITLE

89188-010

EXAM NUMBER

Date Received _____ Approved _____

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

Gill

Bernany

E.I.

Last Name First Name Middle Initial

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

Schenectady Delanson NY 12053

County City, Town, Village State Zip

Home Phone Number N/A 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) _____

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>Delanson</u>		
Town of:	<u>Delanson</u>		
City of:	<u>Delanson</u>		
School District	<u>Duanesburg</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:	_____
Endorsements:	<u>N/A</u>
Class of License:	<u>Class D</u>
Is this License Currently Valid	YES ☒ NO ☐

9. Veterans Credits: If you wish to apply for Veterans Credits, complete the following questions and complete the Application for Veterans Credits.

	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).		☒
Did you serve in the Armed Forces during any of the following periods:		☒
February 28, 1961 - May 7, 1975		☒
August 2, 1990 - end of hostilities		☒
*Lebanon: June 1, 1983 - December 1, 1987		☒
*Granada: October 23, 1983 - November 21, 1983		☒
*Panama: December 20, 1989 - January 31, 1990		☒
*Credit for Lebanon, Grenada and Panama is limited to those who received the Armed Forces Expeditionary Medal, the Navy Expeditionary Medal, or the Marine Corps Expeditionary Medal.		☒
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?		☒
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.		☒
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?		☒
Are you currently a resident of New York State?	☒	

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?		☒
Did you ever resign from any employment rather than face dismissal?		☒
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?		☒
Have you ever been convicted of any crime (felony or misdemeanor)?		☒
Are you now under charges for any crime?		☒
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		☒

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:

Seneca High School, Louisville, KY

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	
Schenectady County Comm. College	60	A.S.	Liberal Arts: Human Services	/		
SUNY Oneonta	122	B.S.	Psychology and Sociology	/		

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

Length of Employment	Firm Name:	Glenmont Job Corps
From:	Firm Address:	822 River Rd., Selkirk, NY 12158
To:	Description of Duties:	
Employment Details	Guiding students to make good decisions as well as case managing their daily decisions to ensure that they are successful.	
Your Exact Title	Career Counselor	
Name of Your Supervisor	Margun Lsch	
Supervisor's Title	Counseling Manager	
Hours worked / wk (exclusive of overtime)	40 hrs	
Reason for Leaving	Began employment with Schenectady County Corp.	
Length of Employment	Firm Name:	Schenectady County Department of Social Services
From:	Firm Address:	388 Broadway, Schenectady, NY, 12305
To:	Description of Duties:	
Employment Details	Investigate abuse and/or neglect cases involving children. Assess the health and safety of children while addressing allegations of abuse or maltreatment with caregivers. Implementing voluntary and court ordered services in order for families to provide a safe and stable environment for their children. Provide general supervision over caseworkers to teach and train the role of a caseworker. Investigate and handle high profile, complex situations and cases with less supervision.	
Your Exact Title	Child Senior Child Protective Caseworker	
Name of Your Supervisor	Jeanna Johnson	
Supervisor's Title	Supervisor B	
Hours worked / wk (exclusive of overtime)	35 hrs	
Reason for Leaving		

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

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

THIS AFFIRMATION MUST BE COMPLETED

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

Bethany Hill
 Signature of Applicant

Bethany Hill
 Print Name

10/2/2025
 Date

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

Maiden name: Bethany Tesch

RESOLUTION NO. 212.25

TO APPOINT ALEXIS N. HUNT TO THE POSITION OF POLICE OFFICER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Alexis N. Hunt, of Rotterdam, New York is hereby appointed to the position of Police Officer, Patrolman 6th, probationary, full-time, with full employee benefits and subject to pre-employment background checks, at an annual salary of forty-eight thousand six hundred thirty-six and 26/100 (\$48,636.26) commencing July 11, 2025.

SECTION 2. This resolution shall be effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 2, 2025

TO: Rotterdam Town Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Appoint Paul Brown, Anthony Fasolino, Bethany Gill, Alexis Hunt, and Ashley Sedgwick to the position of Police Officer.

TOWN BOARD MEETING: June 11, 2025

Background Information: These Police Officer positions have been budgeted and replace existing vacancies at the Police Department.

Evaluation/Analysis: Each Police recruit was chosen from a Civil Service list of several candidates who were interviewed by a panel of Police Department Command Staff. They subsequently passed a background investigation which included a psychological evaluation and polygraph examination.

Recommendation(s): Appoint Paul Brown, Anthony Fasolino, Bethany Gill, Alexis Hunt, and Ashley Sedgwick to the position of Patrolman 6th, full time, probationary with full employee benefits, at an annual salary of \$48,636.26 effective July 11, 2025.

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: RPD

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



Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. POLICE OFFICER

POSITION TITLE

EXAM NUMBER

Date Received _____ Approved _____

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

Hunt Alexis N
Last Name First Name Middle Initial

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

Schenectady Rotterdam 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) _____

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:			
Town of:	<u>Rotterdam</u>		
City of:			
School District:	<u>Schalmont</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:	_____
Endorsements:	<u>None</u>
Class of License:	<u>D</u>
Is this License Currently Valid	YES ☒ NO ☐

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).		
Did you serve in the Armed Forces during any of the following periods:		
February 28, 1961 – May 7, 1975		
August 2, 1990 – end of hostilities		
*Lebanon: June 1, 1983 – December 1, 1987		
*Granada: October 23, 1983 – November 21, 1983		
*Panama: December 20, 1989 – January 31, 1990		
*Credit for Lebanon, Grenada and Panama is limited to those who received the Armed Forces Expeditionary Medal, the Navy Expeditionary Medal, or the Marine Corps Expeditionary Medal.		
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?		
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.		
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?		
Are you currently a resident of New York State?		

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?		☒
Did you ever resign from any employment rather than face dismissal?	☒	
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?		☒
Have you ever been convicted of any crime (felony or misdemeanor)?		☒
Are you now under charges for any crime?		☒
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		☒

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: left Jobs for new opportunities

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:			Duaneburg Central School District			
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	
Suny Schenectady Community College	72	Associates	liberal Arts	✓		

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

Length of Employment	Firm Name:	New York State Police
From: [REDACTED]	Firm Address:	State Street and Washington Ave, Albany, NY 12224
To: [REDACTED]	Description of Duties:	
Employment Details	Working a security checkpoint with metal detectors and x-ray machines. Have to perform patdowns and wand individuals. Search bags and report to calls on concourse and in government buildings. De-escalate situations and help people that need it.	
Your Exact Title	SP Security Specialist	
Name of Your Supervisor	Nicholas Morse	
Supervisor's Title	SP Supervisor Specialist	
Hours worked / wk. (exclusive of overtime)	40	
Reason for Leaving	Joining police department	
Length of Employment	Firm Name:	Vent Fitness
From: [REDACTED]	Firm Address:	2080 Western Ave, Guilderland, NY 12084
To: [REDACTED]	Description of Duties:	
Employment Details	Answering the phone and answering gym, training, and membership questions. Make and sell protein shakes. Manage memberships and attend to the floor by cleaning. Opening and closing the gym	
Your Exact Title	Sales Representative	
Name of Your Supervisor	Robert McTearaghan	
Supervisor's Title	Manager	
Hours worked / wk. (exclusive of overtime)	Per diem	
Reason for Leaving	work per diem	

Length of Employment	Firm Name:	ICRYO
From: [REDACTED]	Firm Address:	2080 Western Ave, Unit 154, Guilderland, NY 12084
To: [REDACTED]	Description of Duties:	Answering phones and answering questions about memberships and services. Give tours of facility and help people use the services
Employment Details Your Exact Title: Sales Representative Name of Your Supervisor: Paige Schady Supervisor's Title: Manager Hours worked / wk. (exclusive of overtime): 36 Reason for Leaving: Started Job with NYSP		

Length of Employment	Firm Name:	Maple Ski Ridge
From: [REDACTED]	Firm Address:	2725 Mariaville Rd, Schenectady, NY 12306
To: [REDACTED]	Description of Duties:	Attend to ski lift keeping it clean and properly shaped. Helping people off of and onto the lift. Stopping it in case of emergencies
Employment Details Your Exact Title: Ski lift operator Name of Your Supervisor: Shauna Dutton Supervisor's Title: Manager Hours worked / wk. (exclusive of overtime): 20 Reason for Leaving: Seasonal job, was in school		

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.

Gloria Hunt

Signature of Applicant

Alexis N Hunt

Print Name

6/03/25

Date

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

RESOLUTION NO. 213.25

TO APPOINT ASHLEY E. SEDGWICK TO THE POSITION OF POLICE OFFICER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Ashley E. Sedgwick, of Rotterdam, New York is hereby appointed to the position of Police Officer, Patrolman 6th, probationary, full-time, with full employee benefits and subject to pre-employment background checks, at an annual salary of forty-eight thousand six hundred thirty-six and 26/100 (\$48,636.26) commencing July 11, 2025.

SECTION 2. This resolution shall be effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 2, 2025

TO: Rotterdam Town Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Appoint Paul Brown, Anthony Fasolino, Bethany Gill, Alexis Hunt, and Ashley Sedgwick to the position of Police Officer.

TOWN BOARD MEETING: June 11, 2025

Background Information: These Police Officer positions have been budgeted and replace existing vacancies at the Police Department.

Evaluation/Analysis: Each Police recruit was chosen from a Civil Service list of several candidates who were interviewed by a panel of Police Department Command Staff. They subsequently passed a background investigation which included a psychological evaluation and polygraph examination.

Recommendation(s): Appoint Paul Brown, Anthony Fasolino, Bethany Gill, Alexis Hunt, and Ashley Sedgwick to the position of Patrolman 6th, full time, probationary with full employee benefits, at an annual salary of \$48,636.26 effective July 11, 2025.

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: RPD

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



Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. POLICE OFFICER
POSITION TITLE

EXAM NUMBER

Date Received _____ Approved _____

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

Sedgwick Ashley E.
Last Name First Name Middle Initial

Street Address or Road R.D. # or P.O. Box #
(Schenectady) Rotterdam, NY 12306

County City, Town, Village State Zip

Home Phone Number N/A 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)

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:	New York		
County of:	Schenectady		
Village of:	N/A		
Town of:	Rotterdam		
City of:	N/A		
School District	Mohonasen		

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:
N/A

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:	
Endorsements:	None
Class of License:	D
Is this License Currently Valid	YES ☒ NO ☐

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

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

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:				Stillwater High School- Stillwater, NY		
Equivalency Diploma Number:				N/A		
College, University, Professional or Technical School						
Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate?		Date Degree Expected or Received
				Yes	No	
Hudson Valley Community College	62	A.S.	Criminal Justice	X		

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

Length of Employment	Firm Name:	Hope House Inc.
From: [Redacted] Year (mm/yyyy)	Firm Address:	877 Madison Ave. Albany, NY 12208
To: [Redacted] Month/Year (mm/yyyy)	Description of Duties: Responsible to maintain and update employees files and records, handle employee and manager inquiries regarding HR policies, benefits, trainings, and payroll	
Employment Details	Act as a witness as needed for terminations and investigations	
Your Exact Title: HR Generalist	Collect documentation for HR, finance, and compliance audits	
Name of Your Supervisor: Heather Peabody	Process the biweekly payroll and assist managers with time keeping, to include training upon hire	
Supervisor's Title: Director of HR	Conduct orientations for new hires and present new hire documentation; collected and reviewed to ensure it is in compliance with current laws and regulations	
Hours worked / wk. (exclusive of overtime): 40 hours		
Reason for Leaving: N/A- Current		
Length of Employment	Firm Name:	SEFCU
From: [Redacted] Year (mm/yyyy)	Firm Address:	700 Patroon Creek Blvd. Albany, NY 12206
To: [Redacted] Month/Year (mm/yyyy)	Description of Duties: Initiate, underwrite, and finalize loan applications	
Employment Details	Place and manage cash orders from Loomis; handle confidential member information	
Your Exact Title: Relationship Banker	Complete a series of monthly audits on the banks processes	
Name of Your Supervisor: Jaime Ostrander	Responsible to help manage and provide feedback to a team, as well as conduct teams meetings	
Supervisor's Title: Branch Manager	Provide solutions to help people achieve their financial goals	
Hours worked / wk. (exclusive of overtime): 40 hours		
Reason for Leaving: SEFCU and CapCom merged which led to negative changes within the company- was no longer a place I wanted to work for		

Length of Employment	Firm Name:	Fish @ 30 Lake
From: [REDACTED]	Firm Address:	30 Lake Ave. Saratoga Springs, NY 12866
To: [REDACTED] Year (mm/yyyy)	Description of Duties: Monitor restaurant activity to determine seating and dining flow Manage reservations and accommodate to customers needs Assist wait staff as needed	
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title: Hostess		
Name of Your Supervisor: Unknown		
Supervisor's Title: Restaurant Manager		
Hours worked / wk. (exclusive of overtime): 12 hours		
Reason for Leaving: Temporary position during track season (Business has since shut down)		

Length of Employment	Firm Name:	Applebee's
From: [REDACTED]	Firm Address:	230 Arteva Dr. Lakeland, FL 33809
To: [REDACTED] Year (mm/yyyy)	Description of Duties: Maintain table settings and attend to customers needs Monitor restaurant activity to determine seating and dining flow Manage reservations Assist wait staff as needed	
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title: Hostess & Busser		
Name of Your Supervisor: Miranda Johnson		
Supervisor's Title: Restaurant Manager		
Hours worked / wk. (exclusive of overtime): 30		
Reason for Leaving: My family and I were moving back to New York		

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.

Ashley Sedgwick
Signature of Applicant

Ashley Sedgwick

Print Name

06/02/2025

Date

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

Ashley E. Jesmain

RESOLUTION NO. 214.25

TO APPOINT JEFFREY BRIERE TO THE POSITION OF BUILDING INSPECTOR

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Jeffrey Briere, of Rotterdam, New York 12306, is hereby appointed to the position of Building Inspector, permanent, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of seventy-four thousand nine hundred fifty-seven and 72/100 (\$74,957.72) dollars, commencing June 12, 2025.

SECTION 2. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 6, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Appoint Jeff Briere to the position of Building Inspector

TOWN BOARD MEETING: June 11, 2025

Background Information: Jeff Briere has been an employee of the Town of Rotterdam since 2022. Mr. Briere has been working as a building inspector for the town and holds a New York State license in that field.

Evaluation/Analysis: Mr. Briere has proven to be a dependable and skilled building inspector. Mr. Briere communicates well with other staff and residents to ensure a safe outcome to every project.

Recommendation(s): Recommend to appoint Jeff Briere to the position of Building Inspector

Attachment/Document(s): See attached documents.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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. Building Inspector
POSITION TITLE EXAM NUMBER

Date Received _____ Approved _____

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

Briere Jeffrey R
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) _____

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:			
Town of:	<u>Rotterdam</u>		
City of:			
School District			

5. Citizenship

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

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

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

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

Religious ☐ Military ☐ Disability ☐

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

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

License #:	_____
Restrictions:	_____
Expiration Date:	_____
Endorsements:	_____
Class of License:	<u>D</u>
Is this License Currently Valid	YES ☒ NO ☐

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:	nys code certified		Specialty:	
License Number:	ny Id - ny0367826			
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:	Schenectady High School
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.

Length of Employment	Firm Name:	Town of Rotterdam
From: [Redacted]	Firm Address:	1100 Sunrise Blvd
To: [Redacted]	Description of Duties: Enforcing ny state Building code in Residential and commercial. Enforcing ny Fire code. Reviewing blueprints Filing and record keeping Enforcing ny state property maintenance code Issuing violation and tickets when needed	
Employment Details		
Your Exact Title: Building Inspector		
Name of Your Supervisor: Jim Keith		
Supervisor's Title: Senior Inspector		
Hours worked / wk. (exclusive of overtime): 35		
Reason for Leaving:		

Length of Employment	Firm Name:	City of Schenectady
From: [Redacted]	Firm Address:	105 Jay Street
To: [Redacted]	Description of Duties: Enforcing ny state Building code in Residential and commercial Enforcing ny Fire code Reviewing blueprints Filing Enforcing ny state property maintenance code Issuing violation and tickets when needed	
Employment Details		
Your Exact Title: Code Enforcement		
Name of Your Supervisor: Chris Lunn/Dom		
Supervisor's Title: Chief Inspector		
Hours worked / wk. (exclusive of overtime): 35		
Reason for Leaving:		

Length of Employment	Firm Name:	city of Schenectady
From: [REDACTED]	Firm Address:	105 Jay St
To: [REDACTED]	Description of Duties:	Enforcing ny state property maintenance. Enforcing ny state fire code Inspecting residential properties Issuing violations and tickets
Employment Details		
Your Exact Title	Housing Inspector	
Name of Your Supervisor	Chris / Eric / Ben	
Supervisor's Title	Chief Inspector / Supervisors	
Hours worked / wk. (exclusive of overtime)	40	
Reason for Leaving	promoted	

Length of Employment	Firm Name:	East Haverhill construction
From: [REDACTED]	Firm Address:	1399 Crescent Visser Ferry rd
To: [REDACTED]	Description of Duties:	Blueprint Reading Setting structural steel framing
Employment Details		
Your Exact Title	Iron Fabricator	
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)	40	
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]
Signature of Applicant

Jeffrey Brune
Print Name

6/5/25
Date

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

RESOLUTION NO. 215.25

TO APPOINT THOMAS BERMAN TO THE POSITION OF PARK ATTENDANT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Thomas Berman, of Rotterdam, New York 12303, is hereby appointed to the position of Park Attendant, probationary, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty thousand nine hundred forty-eight and 29/100 (\$50,948.29) dollars, commencing June 30, 2025.

SECTION 2. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 6, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Appoint Thomas Berman to the position of Park Attendant

TOWN BOARD MEETING: June 11, 2025

Background Information: Mr. Berman has extensive experience in landscaping for both commercial and residential facilities. He is knowledgeable with many types of landscaping equipment.

Evaluation/Analysis: Mr. Berman will be an asset to our Parks Department. His experience and his ability to work as a “team” will benefit our town.

Recommendation(s): Recommend to appoint Thomas Berman to the position of Park Attendant.

Attachment/Document(s): See attached documents.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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. Park Attendant

POSITION TITLE

EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED

MAY 23 2025

**Town of Rotterdam
SUPERVISORS OFFICE**

**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

Berman Thomas N
Last Name First Name Middle Initial

Schenectady Rotterdam Ny 12303
County City, Town, Village State R.D. # or P.O. Box #

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:			
Town of:	<u>Rotterdam</u>		
City of:			
School District	<u>Mohonasen</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:	_____
Endorsements:	<u>none</u>
Class of License:	<u>D</u>
Is this License Currently Valid	YES ☒ NO ☐

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? <i>(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).</i>		
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?		
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.		
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?		
Are you currently a resident of New York State?		

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?		✓
Did you ever resign from any employment rather than face dismissal?		✓
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?		✓
Have you ever been convicted of any crime (felony or misdemeanor)?		✓
Are you now under charges for any crime?		✓
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		✓

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:				Mohonasen		
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.

Length of Employment	Firm Name:	Miller and Son Landscaping
From: [Redacted]	Firm Address:	1500 Crane St Schenectady NY
To: [Redacted]	Description of Duties:	
Landscape and manage Commercial and Residential Properties.		
Employment Details		
Your Exact Title: crew leader		
Name of Your Supervisor: Sasha Miller		
Supervisor's Title: owner		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving: Lack of work in winter, Benefits / Retirement		
Length of Employment	Firm Name:	
From:	Firm Address:	
To:	Description of Duties:	
Employment Details		
Your Exact Title:		
Name of Your Supervisor:		
Supervisor's Title:		
Hours worked / wk. (exclusive of overtime):		
Reason for Leaving:		

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

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

THIS AFFIRMATION MUST BE COMPLETED

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

Thomas Berman
Signature of Applicant

Thomas Berman
Print Name

05/20/2025
Date

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

PARK ATTENDANT

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for performing a variety of semi-skilled and unskilled tasks in maintaining a playground or park area. The work is performed under direct supervision from a Senior Park Attendant or other higher level employee. An incumbent in this position does not have any supervisory responsibilities. Does related work as required.

TYPICAL WORK ACTIVITIES:

Grades and marks baseball diamonds, football fields, tennis courts and running tracks;

Erects and dismantles recreation equipment;

Cleans, paints and repairs goal posts, scoreboards, line markers, swings, and other athletic equipment; Erects bleachers and loudspeakers;

Waters lawns and shrubs;

Cleans buildings, lavatories, and shower rooms;

Fires furnaces and attends water heaters;

Clears snow from walks and drives;

Floods and maintains skating rink;

Performs unskilled carpentry and mason work;

Performs a variety of related duties as required.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Working knowledge of the methods, materials and tools used in the maintenance of grounds, buildings and playground equipment; ability to perform manual labor; ability to understand and follow simple directions; ability to get along with others; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

NONE

RESOLUTION NO. 216.25

**TO AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN
AGREEMENT WITH COMP ALLIANCE**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Comp Alliance, USI Insurance Services LLC, located at 855 Route 146 Suite 235, Clifton Park, New York 12065, for Workers Compensation and VFBL coverage for a participation period of July 1, 2025 through June 30, 2027.

SECTION . This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 6, 2025

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: Worker's Compensation Plan Renewal

TOWN BOARD MEETING: June 11, 2025

Background Information: Workers' Compensation and VFBL with the Comp Alliance is up for renewal on July 1st.

Evaluations/Analysis: The Comp Alliance is offering a competitive renewal with an Annual Funding Contribution of \$268,705; \$208,452 for Workers' Compensation and \$60,253 for VFBL + NYS Assessment of \$18,089. This is a 2.3 % reduction, with an estimated increase in payroll of almost 8%. The Comp Alliance is offering a 2 year policy, which will also benefit the Town when preparing the annual budgets.

Recommendation: Renew plan with Comp Alliance for 2 year agreement

Attachment/Document(s): Declaration page and Comp Alliance Participation Agreement

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Member Participation Agreement

Member: Town of Rotterdam

Agent: USI

Participation Period: 7/1/2025-6/30/2027

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is a group self-insurance program – a network of municipal employers that have joined together for the purpose of providing the workers' compensation and employers' liability coverages required by New York State Law. By participating in the Comp Alliance, you are pooling your resources with other municipalities in New York State to obtain workers' compensation coverage for your employees, leading to lower administrative costs, diligent claims management and loss control services specifically tailored to the unique risks faced by municipalities. As a member of the Comp Alliance, there are certain legal responsibilities that you must be aware of and which remain enforceable even in the event of withdrawal from the Comp Alliance. Please review this participation agreement carefully and contact the Comp Alliance with any questions.

How Group Self-Insurance Works: Each member of the Comp Alliance makes an annual funding contribution that is used to pay for claims incurred during the year over the lifetime of the claim. To help ensure that the funding contributions remain fair, they are designed to reflect each member's projected ultimate costs of claims based on their loss experience and payroll. Funds that are not used to pay claims during the year are placed in reserve to pay the future costs of the claims. These future funds are invested so that the interest received can help offset the future costs of the claims. In the event that there are surplus funds after all future liabilities are determined, the excess may be used to offset future rates or be paid back to the member. Conversely, in the event that the funds are not sufficient to pay future liabilities, members may be called upon to pay a supplemental assessment. To protect against this possibility, the Comp Alliance makes every effort to accurately determine the future liabilities of the program to ensure that its assets are sufficient to pay its total liabilities.

Joint and Several Liability

Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers' Compensation Law and all rules and regulations enacted pursuant thereto incurred during its respective period of membership in the Comp Alliance.

A supplemental assessment may be levied in the event that the Comp Alliance does not have sufficient assets to meet its anticipated liabilities. The Comp Alliance works diligently to protect against this possibility by ensuring the annual funding contribution collected from members is sufficient to meet its anticipated liabilities each year. It also strives to maintain a modest surplus that may be used to offset any assessment that is required. In the event that supplemental assessments shall ever be required for any given year, the assessments will be distributed equitably among members for that year in accordance with a plan adopted by the Board of Trustees. The proportionate share of the members funding contribution and ultimate loss for the year in question will be considered in distributing the assessment.

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano
516-750-9376

Member Services: John Triessl
866-697-7665

A. Coverages Provided by the Comp Alliance

Workers' Compensation Coverage: provides medical and indemnity (lost time) benefits to employees who are injured in the course of their employment with the municipality.

Employers' Liability Coverage: provides coverage for third party actions that are brought against the municipalities arising out of an injury to a municipal employee that occurred in course of his or her employment.

The Comp Alliance provides Workers' Compensation Coverage and Employers' Liability Coverage pursuant to the New York State Workers' Compensation Law, along with coverage for benefits as required by the Volunteer Firefighters' Benefit Law and Volunteer Ambulance Workers' Benefits Law.

- The Comp Alliance will pay the medical and indemnity benefits required of its members by the Workers' Compensation Law for injuries to employees that arise out of the employment of its employees.
- The Comp Alliance will defend any claim or proceeding against its members for benefits payable under the Workers' Compensation Law.
- The Comp Alliance will pay amounts that its members are obligated to pay to third parties that arise from an injury to an employee caused by an event that occurred in the course of this agreement (Employer Liability payments).
- The Comp Alliance will not pay any amounts that the employer is not obligated to pay under the Workers' Compensation Law, or the rules and regulations adopted pursuant thereto. This includes any payments, or portion thereof, that a member may make that are covered by other insurance that the member may maintain, or that the employer may extend to its employees.
- The Comp Alliance will only make indemnity payments up to the amounts awarded by the Workers' Compensation Board. Any member who has in place a "full pay" or similar policy that grants a greater benefit to its employees will be solely liable for the difference between the amounts so paid and the amounts awarded by the Workers' Compensation Board.

B. Member Responsibilities

The responsibilities of each member are set forth in detail in the Plan Document. Each member is responsible for knowing its obligations to the Comp Alliance. As a member of the Comp Alliance, you agree to accept and be bound by the terms, conditions and provisions of the Plan Document and Bylaws of the Comp Alliance, and by the New York State Workers' Compensation Law and the regulations promulgated pursuant thereto.

Pursuant to the Plan Document, each member:

- agrees to cooperate with the plan and furnish information necessary for the administration of the plan.
- will timely pay all necessary funding contributions, supplemental assessments and NYS assessments.
- will keep accurate records of all workers' compensation and employers' liability claims.
- is responsible for the prompt reporting of the claims.
- will timely and accurately report its quarterly payroll to the Comp Alliance for NYS assessments.
- will assist the Comp Alliance with the reconciliation of payroll reported on form GA-4 each quarter.

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano
516-750-9376

Member Services: John Triessl
866-697-7665

C. Services Provided by the Comp Alliance

The Comp Alliance is a full service, workers' compensation program that provides not only for the payment of claims, but a host of other services to help its members understand the workers' compensation law, their responsibilities, and how to minimize losses in the workplace. Among the services provided by the Comp Alliance are:

Claims Administration:

- Assist members with the implementation of an internal claims reporting system and, as necessary, train members' personnel to ensure the ongoing effectiveness of the reporting system.
- Review and, as necessary, investigate all reported claims to determine compensability
- Prepare and distribute checks for appropriate payment of medical, lost time benefits and expenses.
- Monitor medical treatment and review all medical bills in an effort to minimize medical costs.
- Pursue subrogation whenever it is reasonably anticipated that the Plan may be reimbursed for payments made.
- Provide each member with loss run on quarterly basis, which shall include, at a minimum, the: file/claim number; date of accident; name and occupation of injured employee/claimant; description of accident; type of injury/body part; status of claim and classification/severity code; and total medical, indemnity and expense incurred, including payments plus outstanding reserves established by the Plan Manager.
- Represent municipality before the workers' compensation board

Loss Control Services

- Loss control inspections to all of members on a regular, recurring basis
- Distribution of information on the establishment and maintenance of safety committees
- Development and training on best practice policies and procedures

Member Services

- Educate members on the changes to Workers' Compensation Law
- Interactive Website with information and resources on Workers' Compensation Law, municipal risk management,
- Online claims portal to allow members access to their claims information (in development).

D. Purpose of Agreement:

The purpose of this Participation Agreement ("the Agreement") is to set forth the respective responsibilities of the Comp Alliance and its members for the efficient and economical evaluation, processing, administration, defense and payment of claims for workers' compensation payments and employers' liability payments through self-insurance and otherwise. The rights and responsibilities set forth in this agreement shall at all times be subject to, and read in conjunction with, the rights, duties and responsibilities of set forth in the Plan Document, the New York State Workers' Compensation Law and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano

516-750-9376

Member Services: John Triessl

866-697-7665



New York State
Municipal Workers'
Compensation Alliance

E. Assessments payable to the Workers' Compensation Board

All members are required to pay an assessment to the New York State Workers' Compensation Board to fund its administration and operations. Until such time as the Workers' Compensation Board implements a system of direct employer charges, the Comp Alliance is required to collect and pay this amount on behalf of its members.

The assessment is charged on a quarterly basis, and is based upon the member's reported payroll for each quarter. This charge is separate from your funding contribution to the Comp Alliance, and an estimated, annual assessment fee is collected from each member with its yearly funding contribution. The collection of an estimated amount up front is necessary to comply with the strict payment schedule set by the Workers' Compensation Board and to help protect members from costly penalties resulting from late reporting and payment.

The assessment that is charged by the Workers' Compensation Board each quarter is based upon the member's actual payroll for the quarter, as reported to the Comp Alliance on form GA-4. Since the actual payroll reported each quarter may deviate from the payroll used to estimate the member's annual assessment charge, the Comp Alliance will reconcile the assessment charges paid on your behalf with the amount that we have collected. The reconciliation will show whether the member's estimated assessment is adequate to cover the *actual* assessment. Where the amount collected (estimated assessment) is more than the actual amount paid out, the member will receive a credit towards the following year's estimated assessment. Where the amount collected is less than the actual amount paid out, the member will receive a debit on the following year's assessment.

The payroll submitted by each member on form GA-4 will be reconciled against the payroll it submits to the NYS Department of Taxation and Finance by the Workers' Compensation Board each quarter. The Comp Alliance will receive this reconciliation and members will be called upon to assist the Comp Alliance in clarifying any discrepancies. The Comp Alliance will then submit a reconciliation report to the Workers' Compensation Board explaining any discrepancies along with a payment, if necessary, for the difference owed to the Workers' Compensation Board from the particular member's assessment funds.

Members who withdraw from the Comp Alliance program remain responsible for any assessments due and owing to the Workers' Compensation Board for the period of time that they were a member. Members who withdraw from the Comp Alliance will receive any overpayments after the assessment for the last quarter of their membership has been paid.

In witness whereof, the parties have executed this participation agreement intending to fully bound by its terms and conditions.

Member: Town of Rotterdam

Policy Period: 7/1/2025-6/30/2027

Date: _____

By: _____

Name: Mollie Collins

Title: Town Supervisor

Comp Alliance

Date: January 1, 2025

By: *Michael Kenneally*

Name: Michael Kenneally

Title: Executive Director

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano

516-750-9376

Member Services: John Triessl

866-697-7665

Town of Rotterdam

1100 Sunrise Boulevard
 Rotterdam NY, 12306

USI Insurance Services, LLC

855 Route 146, Suite 235
 Clifton Park, NY 12065

Coverage Period (7/1/2025 - 6/30/2027)
 Workers' Compensation & Employer's Liability - Statutory

Class Code	Description	Annual Payroll	Annual Contribution

5403	Carpentry noc	\$67,600	\$6,622.22
5506	Street or Road Construction	\$623,105	\$46,068.28
6217	Excavation & Drivers	\$31,860	\$1,061.82
7520	Waterworks Operation	\$504,470	\$16,929.43
7580	Sewage Disposal Plant	\$334,040	\$5,074.40
7720	Police Officers & Drivers	\$4,054,360	\$68,146.89
8391	Auto Gasoline Station	\$206,475	\$3,184.27
8394	Auto-Bus-Livery - All other emp	\$5,000	\$151.91
8810	Clerical Office Employees	\$2,595,283	\$1,948.74
8831	Hospitals - Veterinary	\$31,340	\$191.88
9026	Building Operation - Commercial	\$147,160	\$3,621.01
9063	YMCA - All Employees & Clerical	\$36,000	\$191.31
9101	College: All Other Employees	\$209,625	\$3,353.92
9102	Parks noc - All Employees & Drivers	\$605,485	\$10,282.10
9402	Street Cleaning & Drivers	\$517,805	\$14,057.07
9410	Municipal Township noc	\$646,865	\$26,901.52
9501	Painting: Shop Only & Drivers	\$55,370	\$665.22
	Totals	\$10,671,843	\$208,452

Volunteer Fire Fighters Exposure	Pop. Served 25001-35000	\$60,253
Experience Modification Factor		0.66
Total Funding Contribution (7/1/2025 -6/30/2027)		\$537,410
Annual Funding Contribution		\$268,705
Annual NYS Assessment will be invoiced separately for the estimated amount		\$18,089
Total Annual Funding + Estimated Annual NYS Assessment		\$286,794

RESOLUTION NO. 217.25

**TO AMEND RESOLUTION 192.25 OF THE YEAR 2025;
APPOINT SEASONAL LABORERS TO THE HIGHWAY DEPARTMENT**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 192.25, as amended, is hereby amended, and restated to read as follows:

The following individuals are hereby appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Highway Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits commencing May 27, 2025 for Evan, Jonathan and Ryan and June 16, 2025 for Devan and Elijah through September 1, 2025.

Evan Krenav	5/27/2025-8/22/2025	Laborer	\$17.00
Jonathan Enright	5/27/2025-Available as Needed	Laborer	\$17.00
Ryan Redmond	5/27/2025-8/15/2025	Laborer	\$17.00
Noah Solt	5/27/2025-5/29/2025	Laborer	\$17.00
Devan Parker	6/16/2025 - Available as Needed	Laborer	\$17.00
Elijah Polsinelli	6/16/2025 - 8/7/2025	Laborer	\$17.00

SECTION 2. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 2, 2025

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Morgan Coryer, Personnel and Benefits Administrator

TITLE OF REQUEST: Correction to resolution 192.25 appointing individuals to seasonal summer positions at the Town of Rotterdam Highway Department.

TOWN BOARD MEETING: June 11, 2025

Background Information: Seasonal employees were appointed at the May 14, 2025 Town Board meeting; however, Kristopher Frederick did not accept or start employment with the Town and should be removed from the resolution.

Recommendation: Remove Kristopher Frederick from the list of appointed seasonal Highway employees.

Attachment/Document(s): Original certified resolution 192.25

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 28th, 2025

TO: Town Board

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: Appoint Seasonal Laborers: Highway Department

TOWN BOARD MEETING: June 11, 2025

Background Information: Highway dept. to employ 2 students during the summer season to assist the highway department crews.

Evaluation/Analysis: See attached employment applications.

Recommendation(s): To appoint 2 part-time summer employees: Devan Parker and Elijah Polsinelli to replace Kristopher Frederick and Noah Solt. They will provide the completion of a DCJS Background check in the amount of \$89.25 & that upon completion of summer employment, employees will be refunded \$89.25 upon approval of Highway Superintendent.

Attachment/Document(s): Employment Applications

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 192.25

APPOINT SEASONAL LABORERS TO THE HIGHWAY DEPARTMENT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Highway Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits commencing May 27, 2025 through September 1, 2025.

Highway Department

Kristopher Frederick	5/27/2025-8/19/2025	Laborer	\$17.00
Evan Krenav	5/27/2025-8/22/25	Laborer	\$17.00
Jonathan Enright	5/27/2025-Available as Needed	Laborer	\$17.00
Noah Solt	5/27/2025-Available as Needed	Laborer	\$17.00
Ryan Redmond	5/27/2025-8/15/2025	Laborer	\$17.00

SECTION 2. These appointments are contingent upon completion of a DCJS background check and compliance with New York State Correction Law Article 23-A.

SECTION 3. The Town Board of the Town of Rotterdam hereby agrees to reimburse the costs incurred from the DCJS background check for the individuals referenced above upon approval of the Highway Superintendent at the completion of employment.

SECTION 4. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
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 May 14, 2025, 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 May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 218.25

**TO AMEND RESOLUTION 193.25 OF THE YEAR 2025;
APPOINT SEASONAL PARK ATTENDANTS TO THE PARKS & WATER
DEPARTMENT**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 193.25, as amended, is hereby amended, and restated to read as follows:

The following individuals are hereby appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Parks and Water Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits commencing the dates below:

Parks Department

Michael Romano	6/16/2025-8/15/2025	Park Attendant	\$17.00
Joseph Baker	5/19/2025-8/22/2025	Park Attendant	\$17.00
Nicholas Biski	5/19/2025-8/18/2025	Park Attendant	\$17.00
Jacob Deguire	5/21/2025-9/1/2025	Park Attendant	\$17.00
Ryan Woodrow	5/20/2025-8/14/2025	Park Attendant	\$17.00
Daniel Benedetto	5/19/2025-8/18/2025	Park Attendant	\$17.00

SECTION 2. This resolution shall be retroactive effective May 14, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 2, 2025

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Morgan Coryer, Personnel and Benefits Administrator

TITLE OF REQUEST: Correction to resolution 193.25 appointing individuals to seasonal summer positions at the Town of Rotterdam Parks and Water Departments.

TOWN BOARD MEETING: June 11, 2025

Background Information: Seasonal employees were appointed at the May 14, 2025 Town Board meeting; however, various start dates were incorrect and need to be updated as follows:
Michael Romano: 6/16/2025-8/15/2025
Joseph Baker: 5/19/2025-8/22/2025
Nicholas Biski: 5/19/2025-8/18/2025
Jacob Deguire: 5/21/2025-9/1/2025
Ryan Woodrow: 5/20/2025-8/14/2025
Daniel Benedetto: 5/19/2025-8/18/2025

Recommendation: Correction to the start dates of seasonal Parks and Water Department employees.

Attachment/Document(s): Original certified resolution 193.25

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 193.25

APPOINT SEASONAL PARK ATTENDANTS TO THE PARKS & WATER DEPARTMENT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Parks and Water Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits commencing the dates below:

Parks Department

Michael Romano	6/9/2025-8/15/2025	Park Attendant	\$17.00
Joseph Baker	5/15/2025-8/22/25	Park Attendant	\$17.00
Nicholas Biski	5/19/2025-8/18/25	Park Attendant	\$17.00
Jacob Deguire	5/19/2025-9/1/25	Park Attendant	\$17.00
Ryan Woodrow	5/15/2025-8/14/25	Park Attendant	\$17.00
Daniel Benedetto	5/19/2025-8/18/25	Park Attendant	\$17.00

SECTION 2. These appointments are contingent upon completion of a DCJS background check and compliance with New York State Correction Law Article 23-A.

SECTION 3. The Town Board of the Town of Rotterdam hereby agrees to reimburse the costs incurred from the DCJS background check for the individuals referenced above upon approval of the Parks Supervisor at the completion of employment.

SECTION 4. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
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 May 14, 2025, 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 May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 219.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH JAMILEE MARINO FOR
SECRETARIAL AND TRANSCRIPTION SERVICES FOR THE PLANNING
COMMISSION**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Jamilee Marino of Rotterdam, New York to provide secretarial and transcription services for the Town of Rotterdam Planning Commission, and on an as needed basis for the Town of Rotterdam Zoning Board of Appeals, commencing July 1, 2025 through December 31, 2025.

SECTION 2. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: June 2, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Sr. Planner *PC*

TITLE OF REQUEST: Enter into a Contract with Jamielee Marino for Planning Commission Secretary Services for the remainder of the year 2025. Release Marlo Urowsky from her contractual duties beginning July 2025.

TOWN BOARD MEETING(S): June 11, 2025

Background Information: Marlo Urowsky has been the Planning Commission secretary since 2002. She has been a great asset to the Planning Commission for the last 23 years. Marlo has relocated out of the area and is no longer available to perform these duties.

Evaluation/Analysis: Jamilee Marino has expressed an interest in being appointed to the position of Planning Commission Secretary for the remainder of 2025.

Recommendation(s): Release Marlo Urowsky from her contractual duties beginning July 2025. Enter contract agreement with Jamilee Marino to perform the Planning Commission secretary duties and cover the position of Zoning Board secretary on an as needed basis.

Attachment/Document(s): Letter of Interest

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Contract for Secretarial and Transcription Services

This agreement is made this _____ of _____, 2025, between the **Town of Rotterdam**, a municipal corporation, with principal offices at 1100 Sunrise Blvd., Rotterdam, New York 12306 (hereinafter referred to as the "Town") and **Jamilee Marino**, residing at 62 Cindy Crest Dive, Schenectady, New York 12306 (hereinafter referred to as "Ms. Marino") for the purpose of retaining secretarial and transcription services for the Town Planning Commission and, on an as needed basis, for the Town Zoning Board of Appeals in accordance with Resolution No.342.20 adopted by the Rotterdam Town Board on December 9, 2020.

For consideration in the amount of two hundred fifty and 00/100 dollars (\$250.00) per meeting, Ms. Marino agrees to provide secretarial and transcription services to the Town Planning Commission subject to the following terms and conditions:

Ms. Marino understands and agrees her responsibilities pursuant to this agreement shall include:

1. Attending Town Planning Commission meetings;
2. Tape recording or otherwise capturing a verbatim record of said meetings;
3. Transcribing the record of said meetings into a verbatim typed transcript in a form that may be utilized as evidence in courts of New York State and otherwise conforms to generally accepted standards of transcription;
4. Ms. Marino understands and agrees verbatim transcripts must be submitted to the Town Department of Public Works within five (5) calendar days from the date of the meeting for which they were created in order for the Town to meet its statutory obligations under the Public Officers Law of New York State, Article 7, Open Meetings Law. Ms. Marino also understands and agrees all materials submitted to the Department of Public Works shall be in both electronic and hard copy format.
5. Typing resolutions based upon information contained in verbatim transcripts as directed by the Town Planning Commission or Chairperson thereof to be submitted in both electronic and hard copy format in a form approved by the Town Attorney.
6. Ms. Marino understands and agrees resolutions must be submitted within five (5) calendar days of the meeting at which the decision was rendered in order for the Town to meet its statutory obligations pursuant to Town Law of the State of New York.
7. Distributing copies of resolutions and transcripts to town personnel as designated by the Town Planner or Public Works Coordinator. Town equipment may be utilized to make copies or otherwise fulfill this function subject to prior approval by the Town Planner or Public Works Coordinator;
8. Performing such functions and otherwise assisting during Town Planning Commission meetings as may be directed by the Chairperson thereof.

For consideration in the amount of one hundred fifty and 00/100 dollars (\$150.00) per meeting of the Zoning Board of Appeals, Ms. Marino agrees to provide secretarial and transcription services to the Town Zoning Board of Appeals subject to the following terms and conditions:

Ms. Marino understands and agrees her responsibilities pursuant to this agreement shall include:

9. Attend Town Zoning Board of Appeals meetings on an as-needed basis;
10. Tape record or otherwise capture a verbatim record of said meetings;
11. Prepare a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon by each member from said meetings;

12. Draft resolutions based upon information contained in verbatim record as directed by the Zoning Board of Appeals or Chairperson thereof to be submitted in both electronic and hard copy format in a form approved by the Town Attorney;
13. Ms. Marino understands and agrees resolutions must be submitted within five (5) days of the meeting at which the decision was rendered in order for the Town to meet its statutory obligations pursuant to Town Law of the State of New York.
14. Distribute copies of resolutions and summaries to town personnel as designated by the Town Planner or Public Works Coordinator. Town equipment may be utilized to make copies or otherwise fulfill this function subject to prior approval by the Town Planner or the Public Works Coordinator;
15. Perform such functions and otherwise assist during Town Zoning Board of Appeals meetings as may be directed by the Chairperson thereof.

Ms. Marino further understands that her services pursuant to this agreement and compensation for such services are subject to the following restrictions and limitations:

Ms. Marino will only be entitled to payment for services rendered for meetings she attends. The Town reserves the right to cancel meetings or otherwise direct that Ms. Marino's presence at a Town Planning Commission meeting is not required. Direction to not attend a meeting may be made by the Town Planner or Chairperson of the Planning Commission.

Ms. Marino understands she will not be entitled to any payment pursuant to this agreement for: (1) meetings that are cancelled, (2) meetings that she is directed not to attend, or (3) meetings which she otherwise fails to attend.

Ms. Marino further understands the length of Town Planning Commission and Zoning Board of Appeals meetings vary and payment under this agreement is contingent upon her attendance for the entire length of Town Planning Commission or Zoning Board of Appeals meetings.

This agreement shall have a term of one (1) year, commencing January 1, 2025 and terminating on December 31, 2025. Ms. Marino may terminate this agreement upon a thirty (30) day notice to the Town.

This contract may be terminated by the Town for any reason, at any time, without prior notice to Ms. Marino.

Ms. Marino understands she may be liable to the Town for damages or other mitigation costs for failure to give a thirty (30) day notice of termination of this agreement.

The Town and Ms. Marino further accept and state that this agreement constitutes the complete and entire contractual agreement between the parties in relation to secretarial and transcription services to be provided pursuant to this agreement.

Jamilee Marino
Contractor

Dated:

Mollie A. Collins, Supervisor
Town of Rotterdam

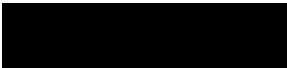
Dated:

Jamilee Marino



June 2, 2025

Supervisor Mollie Collins



Dear Supervisor Collins,

I would like to express my interest in being appointed as the Secretary of the Town of Rotterdam Planning Commission.

I currently work for the Town of Rotterdam as a Deputy Tax Receiver. I have attended a Planning Commission meeting to familiarize myself with the process. Lisa Gallo has sent me examples of minutes, resolutions and summary of minutes. She has also explained the process and being a backup for the secretary to the Zoning Board of Appeals. I plan on attending the Planning Commission meeting on June 17 for more training and also the Zoning Board of Appeals meeting on June 18 to familiarize myself with that Board's process.

Although this is new to me, I am confident I can perform the duties required for the position. I grew up in Rotterdam and am exciting for this new endeavor.

Please consider appointing me as Secretary to the Planning Commission.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamilee Marino", with a long horizontal flourish extending to the right.

Jamilee Marino

Cc: Jack Dodson
Joseph Mastrolanni
Teri A. Gallucci
Ron Schlag

RESOLUTION NO. 220.25

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR MAY 2025

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of May 2025, has been placed on file and the Town Clerk's check in the amount of ten thousand four hundred sixty-eight dollars and 30/100 (\$10,468.30) has been submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: June 2, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for May \$10,468.30
in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: June 11, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: June 11, 2025

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of
June 11, 2025.

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

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

Account Description	Fee Description	Account#	Qty	Local Share
			Total Local Shares Remitted:	\$10,468.30
Amount paid to:	NYS Ag. & Markets for spay/neuter program			310.00
Amount paid to:	NYS Comptroller			2,500.00
Amount paid to:	NYS Environmental Conservation			461.44
Amount paid to:	State Health Dept. For Marriage Licenses			270.00
Total State, County & Local Revenues:		\$14,009.74	Total Non-Local Revenues:	\$3,541.44

To the Supervisor:

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

Mallory A. Collins

Supervisor

5/31/25

Date

Diane M. Marco

Town Clerk

5/31/25

Date

Account Description	Fee Description	Account#	Qty	Local Share
Bingo 3%	Bingo 3%	A2530	12	334.74
			Sub-Total:	\$334.74
Conservation	Conservation	A1255	16	28.56
			Sub-Total:	\$28.56
Dog Licensing	Exempt Dog	A2544	2	0.00
Dog Licensing	Female, Spayed	A2544	114	1,596.00
Dog Licensing	Female, Unspayed	A2544	12	204.00
Dog Licensing	Male, Neutered	A2544	118	1,652.00
Dog Licensing	Male, Unneutered	A2544	14	238.00
			Sub-Total:	\$3,690.00
Ez pass	Ez Pass	A1255	3	75.00
			Sub-Total:	\$75.00
Late Fees	Late Fee -Dog Renewal	A1550	25	250.00
			Sub-Total:	\$250.00
Lessor Bingo- ViaPort	Lessor Bingo- ViaPort	A2530	1	2,500.00
			Sub-Total:	\$2,500.00
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	12	210.00
			Sub-Total:	\$210.00
Misc	Misc		1	10.00
			Sub-Total:	\$10.00
MISC. FEES	Certified Copies	A1255	127	1,282.00
	Redemption - Dog		1	10.00
			Sub-Total:	\$1,292.00
One Day Officiant License	One Day Officiant License	A1255	1	25.00
			Sub-Total:	\$25.00
parade vending permit	Parade Permit	A002545	2	50.00
			Sub-Total:	\$50.00
PERMIT FEES	Garage Sale	A2590	71	355.00
	Peddler (additional)		1	125.00
			Sub-Total:	\$480.00
Second Hand Dealers	Second Hand Dealers	A2545	6	1,500.00
			Sub-Total:	\$1,500.00
Senior Discount	Senior Discount	A2544	73	-727.00
			Sub-Total:	-\$727.00
Soliciting	Soliciting Hawking Peddler	A2545	5	750.00
			Sub-Total:	\$750.00

*Monthly Worksheet of Daily Work
May 2025*

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
5/1/2025	\$513.00	\$10.00	\$8.72	\$1.28	\$136.00	\$12.00	\$124.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5/2/2025	\$300.00	\$65.00	\$60.68	\$4.32	\$50.00	\$4.00	\$46.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00
5/5/2025	\$660.00	\$25.00	\$23.62	\$1.38	\$90.00	\$12.00	\$78.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5/6/2025	\$330.00	\$55.00	\$51.24	\$3.76	\$225.00	\$18.00	\$207.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5/7/2025	\$385.00	\$25.00	\$23.62	\$1.38	\$215.00	\$21.00	\$194.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5/8/2025	\$275.00	\$25.00	\$23.62	\$1.38	\$220.00	\$19.00	\$201.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5/9/2025	\$316.59	\$65.00	\$64.28	\$0.72	\$165.00	\$14.00	\$151.00	\$0.00	\$0.00	\$0.00	\$16.59	\$0.00	\$0.00	\$25.00	\$0.00
5/12/2025	\$1,550.35	\$10.00	\$8.72	\$1.28	\$150.00	\$12.00	\$138.00	\$40.00	\$22.50	\$17.50	\$70.35	\$0.00	\$0.00	\$0.00	\$0.00
5/13/2025	\$264.98	\$5.00	\$4.72	\$0.28	\$145.00	\$11.00	\$134.00	\$40.00	\$22.50	\$17.50	\$19.98	\$0.00	\$0.00	\$0.00	\$0.00
5/14/2025	\$299.06	\$0.00	\$0.00	\$0.00	\$175.00	\$20.00	\$155.00	\$40.00	\$22.50	\$17.50	\$39.06	\$0.00	\$0.00	\$25.00	\$0.00
5/15/2025	\$180.72	\$0.00	\$0.00	\$0.00	\$65.00	\$8.00	\$57.00	\$80.00	\$45.00	\$35.00	\$15.72	\$0.00	\$0.00	\$0.00	\$0.00
5/16/2025	\$524.13	\$65.00	\$60.68	\$4.32	\$170.00	\$17.00	\$153.00	\$0.00	\$0.00	\$0.00	\$44.13	\$0.00	\$0.00	\$0.00	\$0.00
5/19/2025	\$838.18	\$30.00	\$27.62	\$2.38	\$310.00	\$36.00	\$274.00	\$40.00	\$22.50	\$17.50	\$18.18	\$0.00	\$0.00	\$0.00	\$0.00
5/20/2025	\$209.02	\$25.00	\$23.62	\$1.38	\$76.00	\$8.00	\$68.00	\$80.00	\$45.00	\$35.00	\$28.02	\$0.00	\$0.00	\$0.00	\$0.00
5/21/2025	\$352.11	\$0.00	\$0.00	\$0.00	\$85.00	\$8.00	\$77.00	\$0.00	\$0.00	\$0.00	\$7.11	\$0.00	\$0.00	\$0.00	\$0.00
5/22/2025	\$264.55	\$0.00	\$0.00	\$0.00	\$115.00	\$9.00	\$106.00	\$40.00	\$22.50	\$17.50	\$29.55	\$0.00	\$0.00	\$0.00	\$0.00
5/23/2025	\$5,256.56	\$25.00	\$23.62	\$1.38	\$145.00	\$16.00	\$129.00	\$0.00	\$0.00	\$0.00	\$16.56	\$0.00	\$0.00	\$0.00	\$0.00
5/27/2025	\$365.49	\$25.00	\$23.62	\$1.38	\$241.00	\$25.00	\$216.00	\$0.00	\$0.00	\$0.00	\$29.49	\$0.00	\$0.00	\$0.00	\$0.00
5/28/2025	\$345.00	\$0.00	\$0.00	\$0.00	\$155.00	\$14.00	\$141.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5/29/2025	\$255.00	\$25.00	\$23.62	\$1.38	\$70.00	\$6.00	\$64.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5/30/2025	\$525.00	\$10.00	\$9.44	\$0.56	\$270.00	\$20.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00
Audited by dmm5/30/25	\$14,009.74	\$490.00	\$461.44	\$28.56	\$3,273.00	\$310.00	\$2,963.00	\$480.00	\$270.00	\$210.00	\$334.74	\$0.00	\$0.00	\$75.00	\$25.00

SUPERIOR PRESS • 888-590-7998 JB-3920167

DATE June 2, 2005 2987 29-7/213

PAY
TO THE
ORDER OF

NEW YORK, NY 10006

NAME OF Mollie Collins Supervisor

\$ 10468.30

KeyBank  

DOLLARS

KeyBank 

KeyBank National Association

MEMO

KeyBank National Association
Revenue For May 2025

May 11/120
Farm Clerk



Mobile Deposit Sale Returns go high

RESOLUTION NO. 221.25

**TO ACCEPT AND AWARD BID FOR CURRY ROAD (ROUTE 7)
RECONSTRUCTION, BETWEEN ALTAMONT AVENUE AND DEFOREST STREET**

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

**CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN ALTAMONT
AVENUE AND DEFOREST STREET**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street, for the Town of Rotterdam, to Carver Construction Inc., located at 26 Corporate Circle, Albany, New York 12203, at the mutual consent of both the Town and Carver Construction Inc., with a bid amount not to exceed, one hundred seventy-three thousand one hundred seventy-four and 00/100 (\$173,174.00) dollars.

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

SECTION 3. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: June 3, 2025
TO: Supervisor Collins and Town Board
FROM: Fred Mastroianni, P.E. Town Consultant Engineer
TITLE OF REQUEST: Curry Road Reconstruction Bids
TOWN BOARD MEETING: June 11, 2025

Background Information: A watermain break occurred on Curry Road, between Altamont Avenue and Deforest Street and temporary pavement was installed to allow traffic flow in this area. Design plans and specifications were prepared to reconstruct this section of road. roadway section. A total of three (3) bids were received.

Evaluation/Analysis: An evaluation was conducted to determine which company is the lowest responsible bidder. The bids and amounts are as follows:

- Carver Construction, Inc. - \$173,174.00
- Peter Luizzi & Bros Contracting, Inc. - \$215,135.00
- James Maloy Inc. - \$394,000.00

The bids were evaluated, and Carver Construction, Inc. was determined to be the lowest responsible bidder.

Recommendation(s): I recommend that the Town award the project to Carver Construction, Inc. for the total unit bid price of \$173,174.00. The final cost will be based upon the actual quantities of materials installed and may differ from the above total unit bid price.

Attachment/Document(s): Attached are each company's bid and summary of bids.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

CARVER CONSTRUCTION, INC.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal:

Curry Road Reconstruction, between Altamont Avenue and Deforest Street

SUBMITTED BY: Carver Construction, Inc.
26 Corporate Circle, Albany, NY 12203

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Town of Rotterdam
Attn: Diane Marco, Town Clerk
1100 Sunrise Boulevard
Rotterdam, NY 12306
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Town in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

1

Addendum Date

05/30/2025

- _____
- _____
- _____
- _____
- B. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Designer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Town, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Town of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Town, a purpose of which is to establish bid prices at artificial, non-competitive levels;
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will provide all labor, materials, and equipment needed to complete the work in accordance with the plans and specifications and as directed by NYSDOT and the Town. The contractor shall provide a bid for the following are contract pay items based upon the estimated quantities.

CONTRACT BID ITEMS

Item No.	Description	Est. Quantity	Unit Cost	Subtotal
203.02	Unclassified Excav. & Disposal	350 CY	<u>62.⁰⁰</u>	<u>21,700.⁰⁰</u>
209.1703	Drainage Struct. Inlet Protection, Prefab.-Temp.	32 LF	<u>48.⁰⁰</u>	<u>1,536.⁰⁰</u>
304.12	Subbase Course, Type 2	180 CY	<u>124.⁰⁰</u>	<u>22,320.⁰⁰</u>
404.1282	12.5 F2 Top Course Asph.,80 Series Comp.	41 TONS	<u>217.⁰⁰</u>	<u>8,897.⁰⁰</u>
404.1989	19 F9 Binder Course Asph.,80 Series Comp.	54 TONS	<u>219.⁰⁰</u>	<u>11,826.⁰⁰</u>
404.3789	37.5 F9 Base Course Asph.,80 Series Comp.	144 TONS	<u>164.⁰⁰</u>	<u>23,616.⁰⁰</u>
407.0103	Straight Tack Coat	45 GALLONS	<u>2.⁰⁰</u>	<u>90.⁰⁰</u>
418.7603	Asph. Pavement Joint Adhesive	375 LF	<u>8.⁰⁰</u>	<u>3,000.⁰⁰</u>
608.020102	Asph. Driveways & Bicycle Paths	91 TONS	<u>169.⁰⁰</u>	<u>15,379.⁰⁰</u>
609.04010510	C.I.P. Conc. Curb Type VF6	20 LF	<u>225.⁰⁰</u>	<u>4,500.⁰⁰</u>
610.1402	Topsoil - Roadside	2 CY	<u>125.⁰⁰</u>	<u>250.⁰⁰</u>
610.1601	Turf Establishment Roadside	18 SY	<u>29.⁰⁰</u>	<u>522.⁰⁰</u>
619.04	Type III Construction Barricade	30 EA	<u>338.⁰⁰</u>	<u>10,140.⁰⁰</u>
619.161401	Modify Exist. Traffic Signal Equipment	1EA	<u>0.⁰⁰</u>	<u>0.⁰⁰</u>
619.24	Nighttime Operations	LS	<u>38,128.⁰⁰</u>	<u>38,128.⁰⁰</u>
627.50140008	Cutting Pavement	260 LF	<u>2.⁰⁰</u>	<u>520.⁰⁰</u>
685.1102	White Epoxy Refl. Pav't. Stripes-20 mil	30 LF	<u>25.⁰⁰</u>	<u>750.⁰⁰</u>
685.1202	Yellow Epoxy Refl. Pav't. Stripes-20 mil	160 LF	<u>25.⁰⁰</u>	<u>4,000.⁰⁰</u>
699.040001	Mobilization (4%) Max. of above items	LS	<u>6,000.⁰⁰</u>	<u>6,000.⁰⁰</u>

TOTAL CONTRACT BID PRICE \$ 173,174.⁰⁰

One hundred seventy-three thousand, one hundred
Seventy-four dollars

If the subtotal cost of items does not equal the total contract bid price, the total contract bid price will be determined as the final bid price and the Town will adjust pricing of items for payment purposes.

SUBMITTED on June 2 2025.

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

N. Long

Signature

Carver Construction, Inc.

Name of Company or Corporation

26 Corporate Circle

Address

Albany
City

NY
State

12203
Zip

(518) 355-6034

Phone Number

estimating@carvercompanies.com

Email

I understand if 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.

ARTICLE 6 - CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest cost responsible bidder as determined by the Town. In addition to the bid price, the Town will conduct investigations as deemed necessary to determine the lowest responsible bidder.

ARTICLE 7: NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRATION REQUIREMENT

Effective on December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public works projects or private projects covered by Article 8 of the Labor Law are required to register with the NYS Department of Labor (NYSDOL) under Labor Law Section 220-i. Specifically, contractors must register with the Department of Labor's Bureau of Public Work and Prevailing Wage Enforcement prior to bidding on public work projects or commencing work on public work projects or covered private projects that are subject to prevailing wage. The state purpose is to ensure that such contractors and subcontractors do not have previous labor law violations and that they will abide by the State's labor laws and regulations, including the prevailing wage requirements. These registration requirements go into effect on December 30, 2024. Consequently, after that date, local governments cannot award a contract for public work to a contractor unless they are registered with the State. The NYS Department of Labor has published FAQs regarding this new requirement. For additional information, please visit the NYSDOT website or contact the Department directly by calling 518-457-5589 or by emailing labor.sm.pwask@labor.ny.gov.

Proof that all contractors and subcontractors must be provided to the Town prior to the award of this contract.

18. Bid Security:

- a. Bid must be accompanied by Bid security made payable to Town in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base Bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety.
- b. The Bid security of the apparent Successful Bidder will be retained until Town awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, the Town may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Town's exclusive remedy if Bidder defaults.
- c. The Bid security of other Bidders that Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of seven days after the Effective Date of the Contract or 45 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- d. Bid security of other Bidders that Town believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

19. Bid Bond:

Any singular reference to Bidder, Surety, Town, or other party shall be considered plural where applicable.

BIDDER (*Name and Address*): Carver Construction, Inc.
26 Corporate Circle
Albany, NY 12203

SURETY (*Name, and Address of Principal Place of Business*): Berkley Insurance Company
412 Mt. Kemble Ave, Suite 310 N
Morristown, NJ 07960

TOWN (*Name and Address*):
Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID

Bid Due Date: June 2nd, 2025

Description (*Project Name*): Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street

BOND

Bond Number: N/A

Date: May 29th, 2025

Penal sum Five Percent of Bid X 5% of Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Carver Construction, Inc.

(Seal)

Bidder's Name and Corporate Seal

SURETY

Berkley Insurance Company

(Seal)

Surety's Name and Corporate Seal

By: N L
Signature

Print Name Nick Laraway

Title Executive Director

Attest: Gabe Hanoufa
Signature
Title Estimator

By: M V
Signature (Attach Power of Attorney)

Print Name Jaclyn M. Kelly

Title Attorney-In-Fact

Attest: Alissa M. Cottrell
Signature
Title Bond Representative

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

- a. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Town upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Town's sole and exclusive remedy upon default of Bidder.
- b. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- c. This obligation shall be null and void if:
 - c.1 Town accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - c.2 All Bids are rejected by Town, or
 - c.3 Town fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- d. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- e. Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by Town and Bidder, provided that the

total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

- f. No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- g. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- h. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- i. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- j. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- k. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared _____,
known to me to be the person _____ described in and who executed the foregoing instrument, and _____ he duly
acknowledged to me that _____ he executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared _____,
known to me to be a member of the firm of _____
described in and which executed the foregoing instrument, and _____ he thereupon acknowledged to me that _____ he
executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York]
County of Albany] ss:
On this 2nd day of June, 2025 before me personally appeared _____,
Sick Laranway
to me known, who being by me duly sworn, did depose and say: that _____ he resides at Schenectady,
New York; that he is Executive Director
of the corporation described in and which executed the foregoing instrument; that he knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the
Board of Directors of said corporation; and that he signed his name thereto by like order.

Melissa K. Vivenzio

MELISSA K. VIVENZIO Notary Public
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI6092777
Qualified in Albany County
Commission Expires May 27, 2027

SURETY ACKNOWLEDGEMENT

State of New York
County of Schenectady] ss:
On this 29th day of May, 2025 before me personally appeared _____,
Jaelyn M. Kelly
to me known, who being by me duly sworn, did depose and say: that she resides in the City of _____
Scotia, New York; that she is the Attorney-In-Fact
of the above signed surety, the corporation described in and which
executed the within instrument; that she knows the corporate seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation;
and that she signed her name thereto by like order.

LAURIE W. GIBSON
Notary Public-State of New York
No. 4945994
Qualified in Saratoga County
Commission Expires January 27, 2027

Laurie W. Gibson

Notary Public

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Deborah L. Kruman; Jeanne M. Maloy; Jaclyn M. Kelly; Kara M. Epperson; Matthew Cronin; or Noelle S. Burkins of Marshall & Sterling Upstate, Inc. of Scotia, NY** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22nd day of January, 2024.



Attest:

By

Ira S. Lederman
 Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
 Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22nd day of January, 2024, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
 NOTARY PUBLIC
 CONNECTICUT
 MY COMMISSION EXPIRES
 APRIL 30, 2024

Maria C. Rundbaker
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 29th day of May, 2025.

Vincent P. Forte
 Vincent P. Forte

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2024

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 17,442,154
Common & Preferred Stocks	6,072,102
Cash & Short Term Investments	1,285,112
Premiums Receivable	2,832,359
Other Assets	<u>4,382,011</u>
<u>Total Admitted Assets</u>	<u>\$ 32,013,737</u>

Liabilities & Surplus

Loss & LAE Reserves	\$ 16,228,078
Unearned Premium Reserves	5,059,433
Other Liabilities	<u>1,304,351</u>
<u>Total Liabilities</u>	<u>\$ 22,591,863</u>
Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	3,014,269
Unassigned Surplus	<u>6,364,595</u>
<u>Total Policyholders' Surplus</u>	<u>\$ 9,421,874</u>
<u>Total Liabilities & Surplus</u>	<u>\$ 32,013,737</u>

Officers:

President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:

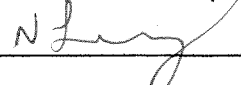
William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing 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 Company: Carver Construction, Inc.

Signed by: Nick Laraway Title: Executive Director

Signature:  Date: 06/02/2025

Email: estimating@carvercompanies.com

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

Resolved that Nick Laraway be authorized to sign and submit the bid or proposal of this corporation for Curry Road Reconstruction 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 Carver Construction, Inc. corporation at a meeting of its board of directors held on the 15th day of April, 2025.

(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 Contractor/Company: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

Carver Construction, Inc.

(NAME OF CORPORATION)

"Resolved that **Nick Laraway**, **Executive Director**
(Person Authorized to Sign) (Title)

of **Carver Construction, Inc.** authorized to sign and submit Bid for this corporation for
(Name of Corporation)

the following project:

Town of Rotterdam - Curry Road Reconstruction

and to include in such bid the certificate as to non collusion, and for any inaccuracies or
misstatements in such certificate this corporate Bidder shall be liable under penalties of perjury.

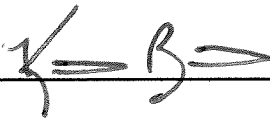
The foregoing is true and correct copy of resolution adopted by:

Carver Construction, Inc.

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 15th day of April, 2025

By



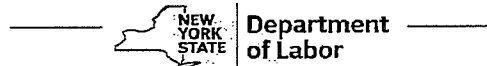
Title **Kenneth Barth / Corp. Secretary**

26 Corporate Circle, Albany, NY 12203
Incorporated in the State of New York

(SEAL)

The above form must be completed if the Bidder is a corporation

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

Carver Construction Inc.
DBA: Carver Construction
2170 River Rd
Coeymans, New York 12045
Phone Number: 5183556034
Registration Number: 24-634S9-CR
Date of Issue: 2024-12-02
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

A handwritten signature in black ink, appearing to read "Roberta Reardon".

Roberta Reardon
Commissioner
New York State Department of
Labor



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Carver Construction, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 26 Corporate Circle 6 City, state, and ZIP code Albany, NY 12203 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
1	4	-	1	7	1	6	4	7	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Melissa K. Vivenzio</i>	Date <i>03/10/2025</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:							
1.	Agency/Owner Coeymans Landing Riverfront Park/ Town of Coeymans			Award Date 4/19/2022	Amount \$1,346,645.00	Date Completed 9/30/2023	
	Contact Person George McHugh		Telephone No. (518) 756-6006	Designer Architect and /or Design Engineer MJ Engineering and Land Surveying, P.C.			
	Contract No. 1079.007	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
2.	Agency/Owner Yates Village II LLC/Pennrose, LLC			Award Date 11/5/2021	Amount \$6,806,790.97	Date Completed 3/31/2024	
	Contact Person Adam Kinkel		Telephone No. (203) 515-609#	Designer Architect and /or Design Engineer Wallace Roberts & Todd, LLC			
	Contract No. J6205132	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
3.	Agency/Owner City of Saratoga Springs			Award Date 9/7/2021	Amount \$3,113,589.24	Date Completed 11/30/2023	
	Contact Person John Campbell		Telephone No. (518) 605-3224	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP			
	Contract No. 2021-16	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
4.	Agency/Owner NYS Rt 43 Water Improvements/ Town of North Greenbush			Award Date 3/19/2021	Amount \$3,729,281.29	Date Completed 12/20/23	
	Contact Person Edwin Droz		Telephone No. (518) 458-7112	Designer Architect and /or Design Engineer Laberge Group			
	Contract No. 2016036	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
5.	Agency/Owner Raw Water Transmission Upgrades-Phase 1 / MVWA			Award Date 3/23/2022	Amount \$5,383,319.80	Date Completed 9/20/2024	
	Contact Person Jason Pledger		Telephone No. (315) 956-6604	Designer Architect and /or Design Engineer Ramboll Americas Engineering Solutions, Inc.			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
6.	Agency/Owner Columbia Street / City of Cohoes - Dept. Of Public Works			Award Date 10/1/2021	Amount \$4,829,867.21	Date Completed 12/06/23
	Contact Person Emily Carlson		Telephone No. (518) 250-7303	Designer Architect and /or Design Engineer Arcadis		
	Contract No. 30056290	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
7.	Agency/Owner Scotia Glenville MHBH Trail / Town of Glenville			Award Date 8/10/2023	Amount \$802,133.09	Date Completed 5/31/2024
	Contact Person Anthony Christian		Telephone No. (518) 446-0396	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP		
	Contract No. n/a	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
8.	Agency/Owner City of Schenectady/Jerry Burrell Park			Award Date 12/12/2022	Amount \$1,322,888.71	Date Completed 7/19/2024
	Contact Person Christopher Wallin		Telephone No. (518) 382-5082	Designer Architect and /or Design Engineer City of Schenectady Dept of Engineering		
	Contract No. 2022-264	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
9.	Agency/Owner Clinton North & Barrett Street / Metroplex Development Corp.			Award Date 3/1/2023	Amount \$1,286,649.65	Date Completed 9/25/2024
	Contact Person Christopher Dooley or Traci Sousa		Telephone No. (518) 371-0799	Designer Architect and /or Design Engineer M.J. Engineering and Land Surveying, P.C.		
	Contract No. 617.49	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
10.	Agency/Owner Gateway Mobility Hub for CDTA			Award Date 9/6/2022	Amount \$3,328,997.52	Date Completed 04/19/2024
	Contact Person Curtis Taylor		Telephone No. (518) 892-7726	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP		
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner CDTA 2024 Bus Station Infrastructure Improvements					Award Date 4/24/2024	Completion Date 5/31/2025
	Contact Person Kevin McAlonen		Telephone No. (518) 446-0396	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$2,973,145.00	Amount Sublet to others \$1,376,488.00		Uncompleted Amount \$1,088,408.68	
2.	Agency/Owner Mountain View Meadows / C&M Holdings					Award Date 7/23/2024	Completion Date 5/31/2025
	Contact Person Michael Robertson		Telephone No. (518) 899-5243	Designer Architect and /or Design Engineer Lansing Engineering			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$5,669,145.00	Amount Sublet to others \$0.00		Uncompleted Amount \$4,735,256.00	
3.	Agency/Owner Frankfort Water System Improvements					Award Date 11/17/2024	Completion Date 6/30/2025
	Contact Person Roy Richardson		Telephone No. (315) 457-520	Designer Architect and /or Design Engineer Barton & Logudice			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$6,613,145.00	Amount Sublet to others \$801,182.95		Uncompleted Amount \$1,034,703.01	
4.	Agency/Owner MVWA Raw Water Transmission Phase 2					Award Date 4/1/2019	Completion Date 12/31/2025
	Contact Person Dan Faldzinski / MVWA		Telephone No. (315) 792-0301	Designer Architect and /or Design Engineer Environmental Design & Research			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$9,434,145.00	Amount Sublet to others \$700,000.00		Uncompleted Amount \$9,434,145.00	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner Replacement of CR 41 (Echer Hollow Road) Culvert					Award Date 10/15/2024	Completion Date 7/31/2025
	Contact Person Chuck Stanton		Telephone No. (315) 455-2000	Designer Architect and /or Design Engineer C&S Companies			
	Contract No. LD040438	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$629,145.00	Amount Sublet to others \$80,000.00	Uncompleted Amount \$629,145.00		
6.	Agency/Owner Voorheesville CSD Transportation Facility Site Work					Award Date 2/28/2024	Completion Date 4/30/2025
	Contact Person Marcus Altarac		Telephone No. (518) 479-4000	Designer Architect and /or Design Engineer Mosaic Associates Architects, DPC			
	Contract No. Site	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$5,138,883.00	Amount Sublet to others \$1,198,285.00	Uncompleted Amount \$933,980.53		
7.	Agency/Owner Houghtaling Island Sand Harvesting					Award Date 1/16/2024	Completion Date 1/28/2026
	Contact Person Devon Hinds		Telephone No. (518) 273-0870	Designer Architect and /or Design Engineer Dept of the Army, NY District, Corps of Engineers			
	Contract No. W912DS24C	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$5,641,657.72	Amount Sublet to others \$0.00	Uncompleted Amount \$1,812,794.41		
8.	Agency/Owner CR 24 (Spier Falls Rd) Culvert Replacement / Saratoga County					Award Date 7/26/2024	Completion Date 6/30/2025
	Contact Person Greg Ball		Telephone No. (518) 885-2235	Designer Architect and /or Design Engineer CPL Architecture			
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$981,145.00	Amount Sublet to others \$249,978.21	Uncompleted Amount \$981,145.00		

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner Maintenance Dredging of Esopus Creek / US Army Corp of Engineers, NY District				Award Date 9/13/2024	Completion Date 9/12/2025
	Contact Person Michael McCue		Telephone No. (917) 790-8799	Designer Architect and /or Design Engineer US Army Corp of Engineers, NY District		
	Contract No. W912DS24B0	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount \$2,917,901.00	Amount Sublet to others \$0.00	Uncompleted Amount \$577,279.50	
10.	Agency/Owner Gloversville-Johnstown Joint Wastewater Treatment Facility Emergency Slope Repai				Award Date 10/7/2024	Completion Date 12/31/2024
	Contact Person Robert Jobin		Telephone No. (518) 898-9521	Designer Architect and /or Design Engineer Greenman Pedersen Inc.		
	Contract No. PO 14081-A	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount \$1,032,145.00	Amount Sublet to others \$0.00	Uncompleted Amount \$485,377.76	

Grand Total All Uncompleted Contracts	\$21,712,234.89



Carver Construction Incorporated

PO Box 890, 2170 River Rd | Coeymans, NY 12045

Phone: 518-355-6034

References

Albany Hudson Electric Trail

- Christopher Cornwell, PE, GPI

Cell (518) 852-4269

City of Schenectady Emergency Work

- Paul LaFond, City of Schenectady

Cell (518) 378-0835

North Ferry Street Force Main

- Michael Miller, PE, CHA

Cell (518) 369-8991

NYS Office of General Services Tire Abatement

- Mark Dore, PE, GPI

Cell (518) 415-0505

Upper Washington Pressure Tank

- Rebecca Caldon, PE, City of Albany

Cell (518) 410-9231

TW&A Construction Management

- Tom Wilson, Principal

Cell (518) 694-6785

Tempel Lane Ext

- Edward Opatkiewicz, PE, GPI

Cell (518) 424-7308

EJ Prescott Inc.

- Tadd Beatie

Cell (518) 242-6115

Siena Fence Co. Inc.

- Jeremy Lawrence

Cell (518) 509-3802

Stilsing Electric Inc.

- Mike Stilsing

Cell (518) 376-0863

Zehr's Flowers and Landscaping

- Jory Proulx

Office (315) 376-3086

Key Bank

- 66 South Pearl Street, Albany

Office (518) 257-8415



Carver Construction, Inc.

PO Box 890
2170 River Road
Coeymans, NY 12045
(518) 355-6034 phone
AP: construction-ap@carvercompanies.com

Credit Reference Sheet

In Business since: 01/26/1989
Nature of Business: Construction

Tax ID #: 14-1716470
Duns #: 833117661

Officer:

Carver Laraway (President) 2170 River Road, Coeymans, NY 12045 (518) 355-6034

Surety Reference:

Berkley Insurance Company, 60 E. 42nd St., Ste 1800, New York, NY 10165
Contact: Marshall Sterling Upstate, Inc. (Bond Manager) Andrea Carpenter
25 Mohawk Ave., Scotia, NY 12302 email: acarpenter@marshallsterling.com
Phone: (518) 384-1100 EXT. 1376

Bank Reference:

Key Bank, 66 South Pearl St., Albany, NY 12207, (518) 257-8415 phone, (866) 573-0101 fax
Contact: Joe Bucciero email: Joe_Bucciero@keybank.com Account #329681366871

Suppliers References:

Core & Main, 1830 Craig Park Court, St. Louis, MO, 63146 (314) 995-9117
fax: (314) 432-8481 jaclyn.hailstone@coreandmain.com Account #203779

Everett J. Prescott, Inc., 198 Ushers Road, Round Lake, NY 12151 (518) 877-6737
fax: (518) 877-6740 helena.stewart@ejprescott.com Account #18336

JC Smith, Inc., 345 Peat St., Syracuse, NY 13210 (315) 428-9903
fax: (315) 428-9841 churley@jcsmithinc.com Account #003397

FW Webb Company, 106 Middlesex Turnpike, Bedford, MA 01730 (518) 472-9322
fax: (518) 472-9399 victoria.carrk@fwwebb.com Account #108463

www.carvercompanies.com

Carver Construction, Inc.

Equipment List - Large Equipment

Equip #	Make	Model	Description	Year	Condition
206	John Deere	544H	4-Wd Articulated Wheel Loader	2003	Fair
248	Kawasaki	7027	4-Wd Articulated Wheel Loader	2015	Good
249	Kawasaki	95ZV-2	4-Wd Articulated Wheel Loader	2002	Fair
263	Catepillar	906M	4-Wd Articulated Wheel Loader	2018	Good
284	Catepillar	930M	4-Wd Articulated Wheel Loader	2017	Good
287	Catepillar	938M	4-Wd Articulated Wheel Loader	2020	Excellent
293	Catepillar	930M	4-Wd Articulated Wheel Loader	2018	Good
23001	Catepillar	930M	4-Wd Articulated Wheel Loader	2022	Excellent
26012	Bobcat	WS24	Wheel Saw attachment for Loader	2022	Excellent
329	Catepillar	735B	Haul Truck	2014	Good
330	Catepillar	735B	Haul Truck	2014	Good
355	Catepillar	730	Haul Truck	2019	Excellent
365	Catepillar	730C2	Haul Truck	2019	Excellent
525	John Deere	80C	Crawler Mounted Hydraulic Excavator	2005	Fair
535	Link Belt	135	Crawler Mounted Hydraulic Excavator	2008	Fair
539	Link Belt	350 X3	Crawler Mounted Hydraulic Excavator	2011	Good
546	Catepillar	336E	Crawler Mounted Hydraulic Excavator	2012	Good
549	Catepillar	328DLCR	Crawler Mounted Hydraulic Excavator	2014	Good
550	Catepillar	336F	Crawler Mounted Hydraulic Excavator	2015	Good
552	Link Belt	235MSR	Crawler Mounted Hydraulic Excavator	2015	Good
555	Catepillar	336F	Crawler Mounted Hydraulic Excavator	2015	Good
564	Link Belt	145x3	Crawler Mounted Hydraulic Excavator	2016	Good
576	John Deere	250G LC	Crawler Mounted Hydraulic Excavator	2012	Good
580	Kobelco	SK140	Crawler Mounted Hydraulic Excavator	2019	Excellent
585	Catepillar	M315F	Wheel Mounted Hydraulic Excavator	2020	Excellent
590	John Deere	50G	Crawler Mounted Hydraulic Excavator	2020	Excellent
591	Catepillar	349FL	Crawler Mounted Hydraulic Excavator	2019	Excellent
597	John Deere	85G	Crawler Mounted Hydraulic Excavator	2018	Excellent
598	John Deere	210G LC	Crawler Mounted Hydraulic Excavator	2017	Excellent
5004	Catepillar	335	Crawler Mounted Hydraulic Excavator	2022	Excellent
5005	John Deere	75G	Crawler Mounted Hydraulic Excavator	2022	Excellent
615	John Deere	700J LT	Standard Crawler Dozer	2012	Good
622	Catepillar	D5K2 LGP	Lgp Crawler Dozer w/ GPS	2019	Excellent
623	John Deere	650K	Lgp Crawler Dozer	2016	Good
626	Catepillar	D6K LGP	Lgp Crawler Dozer	2020	Excellent
630	John Deere	700K LGP	Lgp Crawler Dozer	2022	Excellent
631	Catepillar	D6K LGP	Lgp Crawler Dozer	2023	Excellent
703	John Deere	410L	Tractor-Loader-Backhoe	2017	Excellent
704	John Deere	310SL	Tractor-Loader-Backhoe	2015	Good
1119	Bomag	BW-156DH-3	Roller	2012	Good
1133	Catepillar	CB36B	Roller	2016	Good
1136	Weiler	P385B	Paver	2022	Excellent
1137	VT Leeboy	150/250	Tack Coat Tub	2020	Excellent
1139	Dynapac	CC4200	Double Drum Roller	2018	Excellent
1257	JLG	600S	Telescopic Manlift	2006	Fair
2207	Bandit		Chipper	2020	Excellent
2548	New Holland	C245	Compact Track Loader	2019	Excellent
2553	New Holland	C245	Compact Track Loader	2020	Excellent
2556	Catepillar	262D	Skid Steer Loader	2016	Good
2572	Catepillar	299D3	Compact Track Loader	2023	Excellent

(also have attachments, generators, compressors, lights, pressure washers, small tools, pumps, etc.)

And many more Trucks, trailers, haul trucks, loaders, excavators, dozers, backhoes, lifts, cranes, conveyors, welders, graders, skid steers, tractors, sweeper trucks, sweeper attachments, & milling attachments

WE ARE YOUR DOL



Kathy Hochul, Governor
Roberta Reardon, Commissioner

Apprenticeship Training Central Office
New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 450, Albany, NY 12226
ATCO@labor.ny.gov

March 21, 2024

Dear Thomas Marron:

I am writing in response to your email dated March 21, 2024 requesting verification of a NYS DOL approved apprenticeship program.

Our records indicate that Carver Construction Inc. (Skilled Construction Craft Laborer and Operating Engineer-Heavy Equipment programs) have an approved Apprenticeship program with the State of New York.

Please be advised that our revised regulations Part 601.8(d) requires sponsors to submit lists of signatory contractors at time of program application (for new programs) and at time of program recertification (for existing programs). A list of NYSDOL Registered Apprenticeship Programs may be found at the following web address: <https://dol.ny.gov/list-active-sponsors>

Thank you,

Apprenticeship Training Central Office



New York State VendRep System Vendor Responsibility For-Profit Construction (CCA-2) Form

CERTIFICATION:

The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entities or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Reminder:

When filing the vendor responsibility questionnaire online via this System, the Business Entity must indicate in each bid/proposal submitted to a contracting entity that the required questionnaire has been electronically filed.

Also note that the VendRep System Timeliness Standard requires a Business Entity filing a questionnaire via the VendRep System to update and certify their questionnaire within six months prior to the bid/proposal due date or other contracting entity defined due date.

Legal Business Name: CARVER CONSTRUCTION INC
Certifier's Name: Nick Laraway
Certifier's Title: COO
Certification Date: Oct 1, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2024

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

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

PRODUCER	CONTACT NAME: Kara Epperson	
Marshall & Sterling Upstate, Inc.	PHONE (A/C, No, Ext): (518) 384-1100	
25 Mohawk Avenue	FAX (A/C, No): (518) 384-0193	
	E-MAIL ADDRESS: kepperson@marshallsterling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Scotia NY 12302	INSURER A: Technology Insurance Company	42376
INSURED	INSURER B: Wesco Insurance Company	25011
Carver Construction, Inc.	INSURER C: Great Divide Insurance Company	25224
2170 River Road	INSURER D: Colony Specialty Insurance Company	36927
P.O. Box 890	INSURER E: Merchants Mutual Insurance Company	23329
Coeymans NY 12045	INSURER F: Pennsylvania Manufactures Indemnity	12262

COVERAGES

CERTIFICATE NUMBER: CL2492772737

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER: Contractors Pollution			TPP107286509	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 POLLUTION LIABILITY LIMITS \$3M Occur/5M Aggr
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS			WPP182513905 Hired Car Physical Damage	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Additional \$ 150,000
E	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 10,000			CUP203597612	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WVC3746525 (incl USL&H) WC & Employers Liability applies to: MA,NC,SC,NY	10/1/2024	10/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Excess Liability (2nd Layer)			34542902	10/1/2024	10/1/2025	Each Occurrence \$5,000,000
D	Inland Marine			IM2555224	10/1/2024	10/1/2025	Single Conveyanc/\$500,000 Deduct/10,000

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jeanne Maloy/DWOOD

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February 4, 2025

Carver Construction, Inc.
c/o Carver Companies
2170 River Road, P.O. Box 890
Coeymans, NY 12045

RE: Worker's Compensation Experience Modification Rating

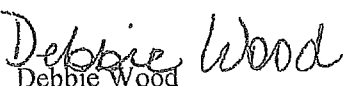
To Whom It May Concern:

Marshall + Sterling Upstate, Inc., is the insurance agent for Carver Construction, Inc. Please allow this letter to serve as confirmation of their Worker's Compensation Experience Modification Rate (EMR) for the following years:

Rating Effective Date	Experience Modification Rate
10/1/2024-2025	.91
10/1/2023-2024	1.11
10/1/2022-2023	1.03

Should you need any additional information, please do not hesitate to contact the Office.

Sincerely,


Debbie Wood
Assistant Client Services Specialist
Marshall + Sterling Upstate Inc.
25 Mohawk Avenue
Scotia, N.Y. 12302
dwood@marshallsterling.com



2170 River Road, Coeymans, New York 12045
T: (518) 355-6034

Equal Employment Opportunity Policy

Carver Companies is committed to providing a non-discriminatory employment environment for its employees.

The policy of Carver Companies is to fully comply with applicable federal, state and local laws, rules and regulations, in the area of non-discrimination in employment. Discrimination against employees and applicants due to race, color, religion, sex, national origin, disability, age, military and veteran status is prohibited. Sexual Harassment is also prohibited. Violations of this policy will be subject to discipline, up to and including termination.

Equal employment opportunity and non-discriminatory commitments include but are not limited to the areas of hiring, promotion, demotion, transfer, recruitment, discipline, layoff, termination, compensation rate, and any company sponsored training.

All employees are expected to comply with this Equal Employment Opportunity Policy. Managers and supervisors who are responsible for meeting business objectives are expected to cooperate fully in meeting Carver Companies equal employment opportunity objectives.

Any employee who believes he or she has been discriminated against must immediately report any incident to the company's designated EEO Officer.

The company will not tolerate retaliation against any employee who reports acts of discrimination or provides information in connection with any such complaint.

If you have any questions regarding this policy, please contact Sybil Laraway, Human Resources Officer and designated EEO Officer for Carver Companies, at 518-355-6034, or by email slaraway@carvercompanies.com

A handwritten signature in dark ink, appearing to read "Sybil Laraway", with a long, sweeping horizontal line extending to the right.

Sybil Laraway, PHR, SHRM-CP

Human Resources Officer

Companies

slaraway@carvercompanies.com

BID FOR CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN ALTAMONT AVENUE AND
DEFOREST STREET

BID FOR: Curry Road (Route 7) Reconstruction, Between Altamont Avenue and Deforest Street

DATE PUBLISHED IN NEWSPAPER: 5/16/25

DATE OF TB MTG. & RESOLUTION #: 5/14/25 Res #181.25

DATE & TIME BIDS TO BE OPENED: 6/2/25 @11:00am

DATE BID PACKETS BECOME AVAILABLE: 5/15/25

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	6/2/2025 @ 10:19am	GB	Peter Luizzi & Bros. Contracting, Inc	857 1st Street Watervliet, NY 12189	Rick Yarter	(518)482-8954		\$215,135.00	
2	6/2/2025 @ 10:24am	DM	Carver Consstruction, Inc estimating@carvercompanies.com	26 Corporate Circle Albany, NY 12203	Tim Zukas	(518)728-8283		\$173,174.00	
3	6/2/2025 @ 10:45am	DM	James Maloy Inc ssprague@jhmalo.com	P.O. Box 11016 Loudonville, NY 12211	Steve Sprague	(518)438-7881		\$394,000.00	

RESOLUTION NO. 222.25

**TO ACCEPT AND AWARD BID FOR 6.3MM POLYMER-MODIFIED HOT MIX
ASPHALT HIGHWAY RESURFACING**

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

6.3MM POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for 6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing for the Town of Rotterdam to New Castle Paving, LLC, 1 Madison Street, Suite 100, Troy, NY 12180, at the mutual consent of both the Town and New Castle Paving, LLC.

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

SECTION 3. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 2, 2025

TO: Town Board

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: To Accept and Award Bid for 6.3MM Polymer-Modified Hot Mix Asphalt Highway Resurfacing

TOWN BOARD MEETING: June 11, 2025

Background Information: The Town Board called for Bids for 6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing on May 30, 2025.

Evaluation/Analysis: Proper Bidding Process

Recommendation(s): To award bid for **6.3MM Polymer-Modified Hot Mix Asphalt Highway Resurfacing** to New Castle Paving, LLC, 1 Madison Street, Suite 100, Troy, NY 12180, as they provided the lowest responsible bid.

Attachment/Document(s): Bid Results

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

NEW CASTLE PAVING

TOWN OF ROTTERDAM
BID FORM
6.3MM Polymer-Modified Hot Mix Asphalt

Bidder will provide and install material for a price of:

Price per Ton

Town Roads \$ **101.80** /ton

Roads to be Paved:

The Highway Superintendent of the Town of Rotterdam shall designate the specific Roads in the Town to be paved. Additional Roads may be added or deleted, contingent upon the bid results. All measurements provided by the town are only estimates and the contractor will be responsible for final measurements verified by the town.

Paving 2025

Town of Rotterdam

All road pricing will reflect the cost of paving cul de sac and side wings with transition of driveways, sidewalks, and intersections to be completed at time of paving.

POTENTIAL ROADS TO BE PAVED FOR 2025 ON FOLLOWING PAGE:

STREET	Length	Width	Square Foot	Square Yards	Start	End	Length	Width	Area (SY)	Tonnage	Cost Per Road
Horizon Blvd	3150	30	94500	10500.00	Dunnesville Rd	Loop	3150	30	10500.00	735	\$74,823.00
Blue Bird Ln	610	30	18300	2033.33	Horizon Blvd	Loop	610	30	2033.33	142	\$14,455.60
Viewpointe Dr	1100	30	33000	3666.67	Horizon Blvd	Loop	1100	30	3666.67	257	\$26,162.60
Vista Blvd	1960	30	58800	6533.33	Dunnesville Rd	Viewpointe Dr	1960	30	6533.33	457	\$46,522.60
North Crest Ct	550	30	16500	1833.33	Vista Blvd	Loop	550	30	1833.33	128	\$13,030.40
Glen Mist Ct	550	30	16500	1833.33	Horizon Blvd	Loop	550	30	1833.33	128	\$13,030.40
Debbie Dr	1167	30	35010	3890.00	Donald Dr	Wendy Ct	1167	30	3890.00	272	\$27,689.60
Dawn Dr	810	30	24300	2700.00	Horizon Blvd	Donald Dr	810	30	2700.00	189	\$19,240.20
Donald Dr	2100	30	63000	7000.00	Dawn Dr	Debbie Dr	2100	30	7000.00	490	\$49,882.00
Shelly Ct	0	0	12678	1409.00	Debbie Dr	Cul De Sac	241	26	1409.00	99	\$10,078.20
Timmy Ct	300	30	9000	1000.00	Donald Dr	Loop	300	30	1000.00	70	\$7,126.00
Jenie Ct	0	0	11588	1313.00	Donald Dr	Cul De Sac	229	27	1313.00	92	\$9,365.60
Wendy Ct	760	30	22800	2533.33	Debbie Dr	Loop	760	30	2533.33	177	\$18,018.60
Caroline Dr	300	30	9000	1000.00	Wendy Ct	Gates Dr	300	30	1000.00	70	\$7,126.00
Gates Dr	1970	30	59100	6566.67	Sterling Rd	Sterling Rd	1970	30	6566.67	460	\$46,828.00
Sterling Rd	1240	30	37200	4133.33	South Westcott Rd	Gates Dr	1240	30	4133.33	289	\$29,420.20
Country Brook Ct	1750	35	61250	6805.56	Giffords Churches Rd	Giffords Churches Rd	1750	35	6805.56	476	\$48,456.80
Maria Ct	1277	30	38310	4256.67	Giffords Churches Rd	Loop	1277	30	4256.67	298	\$30,336.40
Whimble Rd	2500	20	50000	5555.56	Dunnesville Rd	Dead End	2500	20	5555.56	389	\$39,600.20
Upper Gregg Rd	5600	20	112000	12444.44	Upper Greg @ 4032	Dead End	5600	20	12444.44	871	\$88,667.80

ALL MEASUREMENTS ARE ESTIMATES, CONTRACTOR IS RESPONSIBLE FOR CHECKING ROAD MEASUREMENTS.

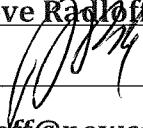
PLEASE REFER TO PAGE 10 FOR TONNAGE FORMULA

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: **New Castle Paving, LLC**

Signed by: **Steve Radloff** Title: **General Manager**

Signature:  Date: **5/30/25**

Email: **SRadloff@newcastlepaving.com**

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

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

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

(SEAL OF THE CORPORATION)

Signature of Secretary

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

I, _____ hereby sign and submit this bid or proposal for _____ 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: New Castle Paving, LLC

Signed by: Steve Radloff

Title: General Manager

Signature: _____

Date: 5/30/25

WE ARE YOUR DOL



**Department
of Labor**

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

NEW CASTLE PAVING, LLC

1 Madison St

Suite 100

Troy, New York 12180

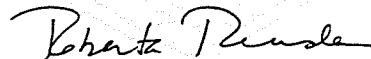
Phone Number: 5182750226

Registration Number: 24-634UL-CR

Date of Issue: 2024-12-02

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

A handwritten signature in black ink, appearing to read "Roberta Reardon".

**Roberta Reardon
Commissioner
New York State Department of
Labor**



BID FOR 6.3MM POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING

BID FOR: 6.33mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing
DATE OF TB MTG. & RESOLUTION #: 5/14/25 Res #183.25
DATE BID PACKETS BECOME AVAILABLE: 5/15/25

DATE PUBLISHED IN NEWSPAPER: 5/16/25
DATE & TIME BIDS TO BE OPENED: 5/30/25 @10:00am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	5/30/25 @ 9:44am	KC	New Castle Paving sradloff@newcastlepaving.com	1 Madison Street Suite 100 Troy, NY 12180	Amy Beverino	(518)258-2171		\$101.80 Ton	
2	Bidnet	DM/M G	Callanan Industries Inc. estimating@callanan.com	P.O.Box 15097 Albany, NY 12212	Buck Hellwig	518-374-2222		\$107.95 Ton	

RESOLUTION NO. 223.25

TO ACCEPT AND AWARD BID FOR SANDBORN ROAD TYPE 3 DENSE BINDER & 6.3MM POLYMER MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING

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

SANDBORN ROAD TYPE 3 DENSE BINDER & 6.3MM POLYMER MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and awards the bid for Sandborn Road Type 3 Dense Binder & 6.3mm Polymer Modified Hot Mix Asphalt Highway Resurfacing for the Town of Rotterdam to Empire Paving of Schenectady, Inc., 1900 Duanesburg Rd, Duanesburg, NY 12056, at the mutual consent of both the Town and Empire Paving of Schenectady, Inc.

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

SECTION 3. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 2, 2025

TO: Town Board

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: To Accept and Award Bid for TYPE 3 Dense Binder & 6.3MM Polymer-Modified Hot Mix Asphalt Highway Resurfacing

TOWN BOARD MEETING: June 11, 2025

Background Information: The Town Board called for Bids for TYPE 3 Dense Binder & 6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing on May 30, 2025.

Evaluation/Analysis: Proper Bidding Process

Recommendation(s): To award bid for **TYPE 3 Dense Binder & 6.3MM Polymer-Modified Hot Mix Asphalt Highway Resurfacing** to Empire Paving of Schenectady, Inc., 900 Duaneburg Rd, Duaneburg, NY 12056, as they provided the lowest responsible bid.

Attachment/Document(s): Bid Results

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

EMPIRE PAVING



Town of Rotterdam

***Highway Department
Request for Bids:***

SANDBORN ROAD
TYPE 3 Dense Binder &
6.3mm Polymer-Modified Hot Mix
Asphalt Highway Resurfacing Type text here

***Bid Opening:
Friday, May 30, 2025
@ 10:15 a.m.
Rotterdam Town Hall***

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:15 a.m. on May 30, 2025**, 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., May 30, 2025** will be opened in person at that time, and electronically via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.

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

GENERAL REQUIREMENTS:

1. It is the intent of this Request for Bids that all political subdivisions and districts be entitled to make purchase of materials, equipment, or supplies from the resulting bid award upon mutual agreement with the vendor.
2. Where contractor supplies labor, all New York State labor requirements, including Prevailing Wage Requirements shall be applicable and enforced. Weekly payroll sheets must be submitted prior to payment.
3. The contractor shall, at a minimum carry the following insurance coverage; Liability Insurance \$1 million/occurrence and \$2 million/aggregate; Automotive Coverage \$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. The Contractor shall keep and supply a daily record of the weight of product applied by road name together with scale tickets by truck for aggregates utilized. This information shall be provided to the Highway Superintendent daily.
6. 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. With the mutual consent of both the Town and the Contractor, the term of the contract and/or bid price may be extended to a second and third year.
7. The asphalt prices are fixed and not subject to any formula as per the NYSDOT specifications.
8. 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.
9. 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.
10. 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 the 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.

11. 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.

12. 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.

13. 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

14. 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.

15. 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.

16. Delivery and Payment

- a. All bid prices shall include freight and shall be quoted F.O.B. destination.
- b. The 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.

17. 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.

18. 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.

19. Iranian Energy Sector Divestment

- a. Contractor/Proposer hereby represents that said Contractor/Proposer is familiar with the New York State General Municipal Law Section 103-g entitled: Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:
 - i. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - ii. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.
- b. Any Contractor/Proposer who has undertaken any of the above is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

TOWN OF ROTTERDAM
SPECIFICATION PROPOSAL
SANDBORN ROAD -TYPE 3 Dense Binder & 6.3mm POLYMER-MODIFIED HOT MIX ASPHALT

It is the intent of this specification to describe the requirements for furnishing and applying Type 3 Dense Binder and 6.3mm Polymer-Modified Hot Mix Asphalt Treatment to the Town of Rotterdam and any other municipality.

DESCRIPTION:

This work shall consist of developing Type 3 dense binder & Polymer-Modified H.M.A. mixture using the Superpave Mix Design procedure detailed in NYSDOT Standard Specifications except as modified in these specifications. Polymer-Modified H.M.A pavement course shall be constructed in accordance with these specifications and in reasonably close conformity with the required lines, grades, thicknesses, and typical sections shown on the plans or established by the Highway Superintendent. This is a performance-based specification in which the Contractor is responsible for compacting the pavement to a specified density requirement. Written instructions for determining pavement density are available from the Regional Materials Engineer or the Director, Materials Bureau.

MATERIAL:

Type 3 Dense Binder & 6.3 Polymer-Modified Mixture

The materials specification shall be as per special specification Item 402.06830318 and 403.138902 provided herein. Plant production quality adjustment item does not apply.

TACK COAT:

The materials and composition for the above items shall meet the requirements specified in the N.Y.S. Department of Transportation Standard Specifications Construction and Materials, Item 407.0102 provided herein.

WEATHER LIMITATIONS:

Refer to the NYSDOT Standard specifications for weather limitations.

NOTIFICATION AND TRAFFIC CONTROL:

Town of Rotterdam will provide resident notification as contractor will provide 72 hours prior notice to Town of Rotterdam. The town will also provide traffic control. Please see Highway Superintendent to Coordinate.

KEY-CUTS:

The successful bidder will be responsible for cutting of keyways/rebates at any and all existing pavement, intersections and or Driveways. All keyways to be 3-4 feet wide and taper from 0 inches to 2" inches minimum in depth to provide for a smooth transition between existing asphalt and new asphalt. Keyways/rebates are to be milled prior to the day of paving. Keyways/rebates are to be straight. Where applicable curves will be permitted. These locations are to be coordinated with the Highway Superintendent, no exceptions. Roadway side wings to be paved consistent with roadway paving.

The Town of Rotterdam will provide a Flagger for Keyway Cuts.

TOWN WILL NOT PROVIDE SWEEPER.

SCOPE OF WORK:

Apply one Lift of Type 3 Dense Binder and apply one course of 6.3mm Polymer-Modified Hot Mix. Apply tack coat prior to all lifts and courses to Sandborn Rd as Follows.

Lift #1 Type 3 Dense binder is to be applied @ 220lbs of compaction or 2" of final product for a distance of 1257' in length and 20' in width starting with a key cut 2" in depth to zero @ 825' from the entrance of Sandborn off Rynex Corners Rd to End of road. Approximately 2800 Sq Yds

Top Course 6.3mm Polymer-Modified Hot Mix Asphalt to be applied @ 165lbs of compaction or 1.5" of final product starting @ Rynex Corners Rd and Sandborn Rd going 2082' in length and 20' in width. Approximately 4650 Sq Yds

BASIS OF PAYMENT:

The accepted quantities of Type 3 Dense Binder & 6.3mm Polymer-Modified Hot Mix asphalt pavement course will be paid for per total tonnage of project. A project is defined as any work requiring a single mobilization. Price includes furnishing and installing a truing and leveling course as needed to fill depressions and promote positive drainage furnishing materials, equipment, labor, and tack coat, as required, and all incidentals necessary to complete this work. The Highway Superintendent determines the minimum quantity of material needed as (square yard x Lbs. Divided by 2000) but not to exceeds the total tonnage based off (square yard x Lbs. divided by 2000 plus 10%) of the plan quantity contractor will be liable for overage. Town of Rotterdam will provide risers for manholes, catch basins, and water valves for the Contractor to install during paving.

NOTE:

The Asphalt Bid Price is fixed and is not subject to the formula as called for by the New York State Department of Transportation for the material purchased at the date of bid.

ADDITIONAL CONSTRUCTION:

The contract will contain a provision whereby the Town may order additional highway construction to be performed by the contractor during the 2025 paving season pursuant to and consistent with terms, conditions, and specification of the contract, provided the cost of the same is within the amount appropriated and provided for highway construction in 2025.

DAILY WEIGHT RECORD:

The Contractor shall keep and supply a daily record of the weight of product applied by road name together with scale tickets by truck for aggregates utilized. This information shall be provided to the Highway Superintendent daily.

TOWN OF ROTTERDAM
BID FORM CONTIUNED

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

SANDBORN ROAD -TYPE 3 Dense Binder & 6.3mm
POLYMER-MODIFIED HOT MIX ASPHALT

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

Empire Paving of Schenectady, Inc.

Name of Company or Corporation

1900 Duanesburg Rd

Address

Duanesburg

NY

12056

City

State

Zip

chris@empirepaving.net

Email

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.

End of Bid Form

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: Empire Paving of Schenectady, Inc.

Signed by: Christopher Longo Title: Vice President

Signature:  Date: 5/30/25

Email: chris@empirepaving.net

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

Resolved that Christopher Longo be authorized to sign and submit the bid or proposal of this corporation for Empire Paving of Schenectady, Inc. 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 Empire Paving of Schenectady, Inc. corporation at a meeting of its board of directors held on the 30 day of May, 2025.

(SEAL OF THE CORPORATION)

Signature of Secretary

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

I, Christopher Longo hereby sign and submit this bid or proposal for Empire Paving of Schenectady, Inc. 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

5/30/25

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: Empire Paving of Schenectady, Inc.

Signed by: Christopher Longo Title: Vice President

Signature: _____ Date: 5/30/25

BID FOR SANDBORN ROAD TYPE 3 DENSE BINDER AND 6.3MM POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY
RESURFACING

BID FOR: Sandborn Road Type 3 Dense Binder & 6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing

DATE PUBLISHED IN NEWSPAPER: 5/16/25

DATE OF TB MTG. & RESOLUTION #: 5/14/25 Res #184.25

DATE & TIME BIDS TO BE OPENED: 5/30/25 @10:15am

DATE BID PACKETS BECOME AVAILABLE: 5/15/25

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	5/30/2025 @ 9:25am	DM	Empire Paving chris@empirepaving.net	1900 Duaneburg Road Duaneburg, NY 12056	Chris Longo	(518)356-1119		\$72,664.00	\$110.00 Ton Type 3 6.3MM \$101.00 Ton 308 Ton type 3 +384 Ton 6.3MM= 694 ton
2	5/30/2025 @ 9:45am	DM	New Castle Paving sradloff@newcastlepaving.com	1 Madison Street Suite 100 Troy, NY 12180	Amy Beverino	(518)258-2171		\$90,344.00	\$117.00 Ton Type 3 \$128.00 6.3 MM 734 Tons
3	Bidnet	DM/MG	Callanan Industries Inc. estimating@callanan.com	P.O.Box 15097 Albany, NY 12212	Buck Hellwig	518-374-2222		\$77,840.00	\$112.00 Ton Type 3 \$112.00 Ton 6.3 MM 695 Tons

RESOLUTION NO. 224.25

**TO ENTER INTO AN AGREEMENT PURSUANT TO HIGHWAY LAW SECTION 284
FOR TOWN HIGHWAY PAVING FOR 2025**

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 passes this resolution authorizing an agreement between the Town Board and the Highway Superintendent to establish a paving plan for 2025 and to allow payment for the Town of Rotterdam paving 2025 fiscal year, in accordance with the competitive bidding requirements of the New York State General Municipal Law, in the amount not to exceed \$692,524.20 for the roadway paving for the year 2025, leaving a balance of \$68,827.18.

SECTION 2. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 2nd, 2025

TO: Town Board

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: To enter into agreement pursuant to Highway Law Section 284 for Town Highway Paving for 2025.

TOWN BOARD MEETING: June 11, 2025

Background Information:

Street resurfacing is done annually for the Town of Rotterdam roads. Rotterdam has a total available balance of \$569,184.38 from NYS CHIPS, Pave-NY, EWR & POP. The Town of Rotterdam 2025 adopted budget also provides an additional \$192,167.00 from Highway Resurfacing DA5110-4147. This creates a total budget of \$761,351.38.

Evaluation/Analysis:

2025 Highway Paving Plan consists of 6.3mm Polymer-Modified Hot Mix Asphalt pending awarded bid to New Castle Paving, LLC for the town roads listed on the attachment for the sum of \$619,860.20 and TYPE 3 Dense Binder & 6.3mm Polymer-Modified Hot Mix Asphalt pending awarded bid to Empire Paving of Schenectady for Sandborn Road for the sum of \$72,664.00, for a grand total of \$692,524.20.

Recommendation(s):

For the Town Board to approve the 284 Agreement for the 2025 Highway Paving of Town Roads.

Attachment/Document(s):

NYS DOT Award Letter, 284 Agreement, List of Town Roads to be paved with awarded bid prices for each bid.

Compliance with Purchasing Policy:

Yes

Effect(s) on Existing Law(s):

Highway Law 284

LEGISLATION WILL BE PREPARED BY:

Supervisors Office

AGREEMENT between the Town Highway Superintendent of The Town of Rotterdam, Schenectady County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected in the Town of for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$619,860.20 shall be set aside to be expended for primary work and general repairs upon 5.33 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.
2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of Town highways:

- (a) On Horizon Blvd commencing at Dunnesville Road and leading to a Loop, a distance of 3,150 feet, there shall be expended not over the sum of \$74,823.00.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lb/sy

Subbase: None

- (b) On Blue Bird Lane commencing at Horizon Blvd and leading to a Loop, a distance of 610 feet, there shall be expended not over the sum of \$14,455.60.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lb/sy

Subbase: None

- (c) On Viewpointe Dr commencing at Horizon Blvd and leading to a Loop, a distance of 1100 feet, there shall be expended not over the sum of \$26,162.60.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lb/sy

Subbase: None

- (d) On Vista Blvd commencing at Dunnesville Road and leading to Viewpointe Dr, a distance of 1,960 feet, there shall be expended not over the sum of \$46,522.60.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lb/sy

Subbase: None

- (e) On North Crest Ct commencing at Vista Blvd and leading to a Loop, a distance of 550 feet, there shall be expended not over the sum of \$13,030.40.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lb/sy

Subbase: None

- (f) On Glen Mist Ct commencing at Horizon Blvd and leading to a Loop, a distance of 550 feet, there shall be expended not over the sum of \$13,030.40.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lb/sy

Subbase: None

- (g) On Debbie Dr commencing at Donald Dr and leading to Wendy Ct, a distance of 1,167 feet, there shall be expended not over the sum of \$27,689.60.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lb/sy

Subbase: None

- (h) On Dawn Dr commencing at Horizon Blvd and leading to Donald Dr, a distance of 810 feet, there shall be expended not over the sum of \$19,240.20.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lb/sy

Subbase: None

- (i) On Donald Dr commencing at Dawn Dr and leading to Debbie Dr, a distance of 2,100 feet, there shall be expended not over the sum of \$49,882.00.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lb/sy

Subbase: None

- (j) On Shelly Ct commencing at Debbie Dr and leading to Cul De Sac, a distance of 241 feet, there shall be expended not over the sum of \$10,078.20.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 26'

Thickness: 140lb/sy

Subbase: None

- (k) On Timmy Ct commencing at Donald Dr and leading to a Loop, a distance of 300 feet, there shall be expended not over the sum of \$7,126.00.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lb/sy

Subbase: None

- (l) On Jenie Ct commencing at Donald Dr and leading to Cul De Sac, a distance of 229 feet, there shall be expended not over the sum of \$9,365.60.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 27'

Thickness: 140lb/sy

Subbase: None

- (m) On Wendy Ct commencing at Debbie Dr and leading to a Loop, a distance of 760 feet, there shall be expended not over the sum of \$18,018.60.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lb/sy

Subbase: None

- (n) On Caroline Dr commencing at Wendy Ct and leading to Gates Dr, a distance of 300 feet, there shall be expended not over the sum of \$7,126.00.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lb/sy

Subbase: None

- (o) On Gates Dr commencing at Sterling Rd and leading to Sterling Rd, a distance of 1,970 feet, there shall be expended not over the sum of \$46,828.00.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lb/sy

Subbase: None

- (p) On Sterling Rd commencing at South Westcott Rd and leading to Gates Dr, a distance of 1,240 feet, there shall be expended not over the sum of \$29,420.20.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lb/sy

Subbase: None

- (q) On County Brook Ct commencing at Giffords Church Rd and leading to Giffords Church Rd, a distance of 1,750 feet, there shall be expended not over the sum of \$48,456.80.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 35'

Thickness: 140lb/sy

Subbase: None

- (r) On Maria Ct commencing at Giffords Church Rd and leading to a Loop, a distance of 1,277 feet, there shall be expended not over the sum of \$30,336.40.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 140lbs/sy

Subbase: None

- (s) On Whimble Rd commencing at Dunnesville Rd and leading to a Dead End, a distance of 2,500 feet, there shall be expended not over the sum of \$39,600.20.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 20'

Thickness: 140lbs/sy

Subbase: None

- (t) On Upper Greg Rd commencing at Upper Greg at 4032 and leading to a Dead End, a distance of 5,600 feet, there shall be expended not over the sum of \$88,667.80.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 20'

Thickness: 140lbs/sy

Subbase: None

- (u) On Sandborn Rd commencing at the entrance of Sandborn Rd off Rynex Corners Rd to the Dead End of the road, a distance of 2,082 feet, there shall be expended not over the sum of \$72,664.00.

Type: Lift #1: 3 Dense Binder at 1,257 feet at 2in thickness

& Top Course 6.3mm Polymer-Modified Hot Mix Asphalt at 2,082 feet at 1.5in thickness

Width of Traveled Surface: 20'

Subbase: None

Executed In Duplicate This _____ Day of _____, 2025

Mollie Collins, Supervisor

Charles Jack Dodson, Deputy Supervisor

Joseph C. Mastroianni, Councilmember

Ron Schlag, Councilmember

Teri A. Gallucci, Councilmember

Larry Lamora, Highway Superintendent



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

May 15, 2025

LARRY LAMORA
HIGHWAY SUPERINTENDENT
TOWN OF ROTTERDAM
54 DUANESBURG RD
ROTTERDAM NY 12306

Dear Mr. LAMORA:

The 2025-26 State Budget provides funding to support the repair, rehabilitation, and modernization of local roads and bridges. The Budget includes \$648.1 million in Consolidated Local Street and Highway Improvement Program (CHIPS) funding, \$150 million in PAVE-NY funding, and \$100 million in Extreme Winter Recovery (EWR) funding, \$140 million in State Touring Route (STR) funding and \$100 million in Pave Our Potholes (POP). Also included are reappropriations of rollover funds remaining from previous State fiscal year CHIPS, PAVE-NY, EWR, STR and POP appropriations. Please provide a copy of this letter to the chief financial officer for your municipality.

The next quarterly SFY 2025-26 CHIPS, PAVE-NY, EWR and POP reimbursements are scheduled to be made on July 03, 2025. Requests for the July payments must be for expenditures made on or after January 3, 2024 through May 29, 2025. Refer to the Program Guidelines on the CHIPS website (www.dot.ny.gov/programs/chips) regarding eligible project activities and program requirements. The Town of Rotterdam has the following funding amounts available for the July payments.

Program	Cumulative Rollover Balance	25-26 Apportionment Balance	Total Balance
CHIPS	\$764.69	\$369,824.20	\$370,588.89
PAVE NY	\$168.92	\$79,264.83	\$79,433.75
EWR	\$449.38	\$65,866.49	\$66,315.87
POP	\$2.65	\$52,843.22	\$52,845.87

The instructions for applying for the July 03, 2025 reimbursements are located on the back of this letter and on the CHIPS website. The New York State Department of Transportation (NYSDOT) Regional Office must receive all program payment submission items no later than **June 06, 2025**. Please sign the certification on each page of the reimbursement request forms and keep a copy of the completed forms for your files. Your NYSDOT municipal code for entry on the forms is 160726.

Municipalities may mail or e-mail their Documentation Checklists, reimbursement request forms, and supporting documentation to their NYSDOT Region. Guidance for e-mail submissions may be obtained on the CHIPS website. Contact information:

Valerie Deane
NYSDOT Regional CHIPS Representative
New York State Department of Transportation
50 Wolf Road, Suite 150
Albany, NY 12232
dot.sm.r01.CHIPS@dot.ny.gov

If you have any questions, please contact Valerie Deane at 518-417-6589.

Respectfully yours,

Matthew T. Haas
Director, Office of Integrated Modal Services

*Please note: The balance columns now read, from left to right: Cumulative Rollover Balance, Current SFY Apportionment Balance, and Total Balance.

569,184 38

INSTRUCTIONS FOR APPLYING FOR REIMBURSEMENT

Each program payment submission should include a Documentation Checklist (found on the CHIPS website, under Forms and Instructions), summary reports of Checklist information, ADA compliant curb ramp photos (if applicable), invoices, and proof of payment. **Failure to submit the required supporting documentation for each program payment submission may delay the processing of your reimbursement requests.**

APPLYING FOR CHIPS/PAVE-NY/EWR/POP CAPITAL PAYMENT FUNDS REMAINING FROM PREVIOUS STATE FISCAL YEARS (ROLLOVER FUNDS) AND/OR CURRENT STATE FISCAL YEAR CAPITAL FUNDS

WHAT ARE ROLLOVER FUNDS? "Rollover" funds are a municipality's unreimbursed CHIPS/PAVE-NY/EWR/POP Capital funds from one or more previous State Fiscal Year (SFY) apportionments.

HOW DO YOU KNOW IF YOU HAVE ROLLOVER FUNDS AVAILABLE? For municipalities with rollover funds remaining, the total cumulative rollover amount available is stated in the letter on the reverse of these instructions.

RULES FOR REIMBURSEMENT OF ROLLOVER FUNDS:

- A. There is an 18-month look back cut-off date for this payment. This means that **expenditures incurred prior to the date indicated in the letter would not be eligible for reimbursement**, even if a municipality has rollover balances from an earlier CHIPS/PAVE-NY/EWR/POP apportionment.
- B. Eligible expenditures made for CHIPS/PAVE-NY/EWR/POP Capital projects between the dates noted in the letter will be eligible for reimbursement from the CHIPS/PAVE-NY/EWR/POP Capital rollover fund balances before any payment can be made from the current CHIPS/PAVE-NY/EWR/POP Capital apportionment.

SHOWING THE USE OF ROLLOVER FUNDS AND CURRENT STATE FISCAL YEAR FUNDS ON THE REIMBURSEMENT REQUEST FORMS FOR THE CURRENT CHIPS (CP73) /PAVE-NY (CP75) /EWR (CP74) /POP (CP75) CAPITAL PAYMENT

Requestors can enter expenditure dates that cross state fiscal years on the CHIPS/PAVE-NY/EWR/POP form(s).

1. The beginning expenditure date entered for this payment should be the 18-month look back cut-off date referenced in the letter; expenditures incurred prior to this date would **not** be eligible for reimbursement.
2. The ending expenditure date entered for this payment should be the ending expenditure date referenced in the letter.

NOTE: THE CERTIFICATION SIGNATURE DATE ENTERED ON THE CP73/CP74/CP75(s) MUST FALL WITHIN OR AFTER THE EXPENDITURE DATES WHICH WERE ENTERED ON SUCH FORMS BUT SHOULD NOT OCCUR AFTER THE SCHEDULED PAYMENT DATE FOR THIS PAYMENT CYCLE.

<u>STREET</u>	<u>Length</u>	<u>Width</u>	<u>Square Foot</u>	<u>Square Yards</u>	<u>Start</u>	<u>End</u>	<u>Tonnage</u>	<u>Cost per Road</u>
Horizon Blvd	3150	30	94500	10500.00	Dunnesville RD	Loop	735.00	\$74,823.00
Blue Bird Ln	610	30	18300	2033.33	Horizon Blvd	Loop	142.33	\$14,455.60
Viewpointe Dr	1100	30	33000	3666.67	Horizon Blvd	Loop	256.67	\$26,162.60
Vista Blvd	1960	30	58800	6533.33	Dunnesville RD	Viewpointe Dr	457.33	\$46,522.60
North Crest Ct	550	30	16500	1833.33	Vista Blvd	Loop	128.33	\$13,030.40
Glen Mist Ct	550	30	16500	1833.33	Horizon Blvd	Loop	128.33	\$13,030.40
Debbie Dr	1167	30	35010	3890.00	Donald Dr	Wendy Ct	272.30	\$27,689.60
Dawn Dr	810	30	24300	2700.00	Horizon Blvd	Donald Dr	189.00	\$19,240.20
Donald Dr	2100	30	63000	7000.00	Dawn Dr	Debbie Dr	490.00	\$49,882.00
Shelly Ct	0	26	12678	1409.00	Debbie Dr	Cul De Sac	98.63	\$10,078.20
Timmy Ct	300	30	9000	1000.00	Donald Dr	Loop	70.00	\$7,126.00
Jenie Ct	0	27	11588	1313.00	Donald Dr	Cul De Sac	91.91	\$9,365.60
Wendy Ct	760	30	22800	2533.33	Debbie Dr	Loop	177.33	\$18,018.60
Caroline Dr	300	30	9000	1000.00	Wendy Ct	Gates Dr	70.00	\$7,126.00
Gates Dr	1970	30	59100	6566.67	Sterling Rd	Sterling Rd	459.67	\$46,828.00
Sterling Rd	1240	30	37200	4133.33	South Westcott Rd	Gates Dr	289.33	\$29,420.20
Country Brook Ct	1750	35	61250	6805.56	Giffords Churches Rd	Giffords Churches Rd	476.39	\$48,456.80
Maria Ct	1277	30	38310	4256.67	Giffords Churches Rd	Loop	297.97	\$30,336.40
Whimple Rd	2500	20	50000	5555.56	Dunnesville RD	Dead End	388.89	\$39,600.20
Upper Gregg Rd	5600	20	112000	12444.44	Upper Greg @ 4032'	Dead End	871.11	\$39,600.20
Sandborn Rd (Lift #1)	1257	20	25140	2793.33	Rynex Corners Rd	Dead End	195.53	\$72,644.00
Sandborn Rd (Top Course)	2082	20	41640	4626.67	Rynex Corners Rd	Dead End	323.87	

ALL MEASUREMENTS ARE ESTIMATES CONTRACTOR IS RESPONSIBLE FOR CHECKING ROAD MEASUREMENTS

PLEASE REFER TO PAGE 11 FOR TONNAGE FORMULA

**SANDBORN ROAD -TYPE 3 Dense Binder & 6.3mm POLYMER-MODIFIED HOT MIX
ASPHALT**

TOWN OF ROTTERDAM
BID FORM
6.3MM Polymer-Modified Hot Mix Asphalt

Bidder will provide and install material for a price of:

Price per Ton

Town Roads \$ **101.80** /ton

Roads to be Paved:

The Highway Superintendent of the Town of Rotterdam shall designate the specific Roads in the Town to be paved. Additional Roads may be added or deleted, contingent upon the bid results. All measurements provided by the town are only estimates and the contractor will be responsible for final measurements verified by the town.

Paving 2025

Town of Rotterdam

All road pricing will reflect the cost of paving cul de sac and side wings with transition of driveways, sidewalks, and intersections to be completed at time of paving.

POTENTIAL ROADS TO BE PAVED FOR 2025 ON FOLLOWING PAGE:

RESOLUTION NO. 225.25

**TO ACCEPT AND AWARD BID FOR GRINDING AND REMOVAL OF BRUSH, YARD
WASTE AND WOOD AT THE TOWN OF ROTTERDAM COMPOST TRANSFER
FACILITY**

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

**GRINDING AND REMOVAL OF BRUSH, YARD WASTE AND WOOD AT THE
TOWN OF ROTTERDAM COMPOST TRANSFER FACILITY**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and awards the bid for Grinding and Removal of Brush, Yard Waste and Wood at the Town of Rotterdam Compost Transfer Facility for the Town of Rotterdam to Troy Sand & Gravel Co. Inc., P.O. Box 171 Watervliet, N.Y. 12189; at the mutual consent of both the Town and Troy Sand & Gravel Co. Inc, and that the term of the contract and/or bid price may be extended to a second or third year.

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

SECTION 3. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306

Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: June 5, 2025

TO: Mollie Collins, Supervisor

FROM: Larry LaMora, Highway Superintendent

TITLE OF REQUEST: Award Bids for Grinding & Removal of Brush, Yard Waste, & Wood to Troy Sand & Gravel Co. Inc., P.O. Box 171 Watervliet, N.Y. 12189

TOWN BOARD MEETING: July 11, 2025

Background Information The Town Board called for Bids for Grinding & Removal of Brush, Yard Waste, & Wood on May 30th, 2025.

Evaluation/Analysis: Proper Bidding Process

Recommendation(s): To Award bid to Troy Sand & Gravel Co. Inc., as they provided the lowest responsible bid.

Attachment/Document(s): Bid Results

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Town Attorney

TROY SAND AND GRAVEL CO. INC.

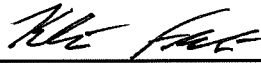
TOWN OF ROTTERDAM

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

**Grinding and Removal of Brush, Yard Waste and Wood
at the Town of Rotterdam Compost Transfer Facility**

The entire proposal 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 proposal, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.



Signature

Troy Sand & Gravel Co. Inc.

Name of Company or Corporation

PO Box 171

Address

Watervliet

NY

12189

City

State

Zip

kevinfr@bondedconcrete.com

Email

If submitting proposal 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
PROPOSAL FORM

GRINDING AND REMOVAL OF BRUSH, YARD WASTE AND WOOD
TOWN OF ROTTERDAM COMPOST TRANSFER FACILITY

This bid proposal is submitted in person or to the Empire State Purchasing Group on BidNet Direct for the Town of Rotterdam at: <http://www.bidnetdirect.com/townofrotterdam>.

By: Troy Sand & Gravel Co. Inc.
(Name of Bidder)

The undersigned, as bidder, agrees to furnish labor, equipment and materials as specified in the bid/contract documents, and declares that no person or persons, other than those named herein, are interested in this bid; that this bid is made without collusion with any person, firm, or corporation; that he has carefully examined the location of the proposed work; that no person or persons acting in any official capacity for the town is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Bid is accepted, to provide all necessary equipment, tools, labor and deliver and to do all work and furnish all materials specified in the manner and time therein prescribed, and according to the requirements of the town as therein set forth, and that he will take in full payment therefor, the lump sum price as hereinafter set forth, and further states as follows, to wit:

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter upon demand into an agreement with the town in the form included in the bid and contract documents for the contract price and within the contract time indicated in accordance with the other terms and conditions of the bid and contract documents.
2. The bidder accepts all of the terms and conditions stated in the town's standard bid forms and documents. This bid shall remain subject and open to acceptance by the town for the specified number of calendar days after the day of bid opening.
3. In submitting this bid, the bidder represents, as more fully set forth in the agreement, that bidder has examined copies of all the bid and contract documents and receipt of the town's standard bid forms and documents are hereby acknowledged.
4. The bidder acknowledges that it has familiarized itself with the nature and extent of the bid forms and documents, work, sites, locality, all local conditions, and laws, rules, and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5. The bidder agrees that the work shall be completed in accordance with the bid and contract documents.
6. Communications concerning this bid shall be addressed to the bidder at the following address:
PO Box 171 Watervliet, NY 12189

7. The bidder agrees to commence work within ten (10) calendar days from the date indicated in the Notice to Proceed.
8. The bidder agrees that work completed for approval will be material processed, ground and hauled off site by the total amount of cubic yards. Payment shall be made within forty-five (45) days after the submission of billing.
9. The bidder certifies that it has physically inspected the site at located at 23 W. Campbell Road, Rotterdam, NY 12306.
10. The lump sum bid price for processed ground yard waste hauled off site per cubic yard shall include all of the bidder's costs including but not limited to the cost of material, labor, delivery, installation, loading, unloading, overhead, profit, insurance, permit fees, dumping fees, disposal fees, and all else incidental and necessary to complete the work.
11. The 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 bid price may be extended to a second and third year.
12. The bidder certifies that it will dispose of all of the material ground at 23 West Campbell Road, shall be disposed of in a manner that complies with the federal and state laws, rules and regulations. The bidder certifies it shall dispose of the material in the following manner and shall specify name and street address of any applicable disposal facility and attach a copy of permit(s) to utilize said facility):

Bailey Farm Sand & Gravel Mine Yard Waste Composting Facility - Halfmoon, NY
DEC Permit No. 5-4138-00062/00005

The bidder hereby agrees, if its bid is accepted and it is awarded the contract, to complete the on-site grinding, and removal and disposal of all of the of leaves, brush, tree limbs and parts, wood, clippings and other yard waste which is stockpiled at the Town of Rotterdam Compost Transfer Facility, located at 23 West Campbell Road, Rotterdam, NY 12306, in full accordance with the bid and contract documents, for processed yard waste hauled off site per cubic yard.

Proposal:

\$ 7.75 per cubic yard

Date: 5/27/25

By: Troy Sand & Gravel Co. Inc. (Corporate Seal)
(Individual's or Bidder's Name)

Doing Business As:

Business Address: PO Box 171 Watervliet, NY 12189

Telephone Number: (518) 391-1276

Email Address: kevinfr@bondedconcrete.com

PARTNERSHIP:

By: _____ (Seal)
(Firm Name)

By: _____
(General Partner)

Doing Business As:

Business Address:

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: Troy Sand & Gravel Co. Inc.

Signed by: Kevin Frederick Title: Sales Manager

Signature:  Date: 5/27/25

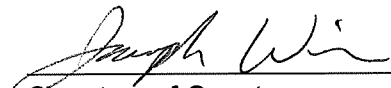
Email: kevinfr@bondedconcrete.com

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

Resolved that Kevin Frederick be authorized to sign and submit the bid or proposal of this corporation for Troy Sand & Gravel Co. Inc. 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 Troy Sand & Gravel Co. Inc. corporation at a meeting of its board of directors held on the 27 day of May, 2025.

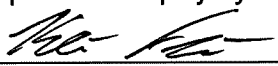
(SEAL OF THE CORPORATION)



Signature of Secretary

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

I, Kevin Frederick hereby sign and submit this bid or proposal for Troy Sand & Gravel Co. Inc. 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

5/27/25

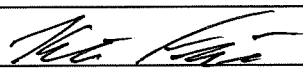
Date

**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: Troy Sand & Gravel Co. Inc.

Signed by: Kevin Frederick Title: Sales Manager

Signature:  Date: 5/27/25

AGREEMENT

THIS AGREEMENT, made this 30 day of May, 2025 by and between Town of Rotterdam, having its principal office and place of business located at Town of Rotterdam, 1100 Sunrise Blvd., Rotterdam, NY 12306, hereinafter referred to as the TOWN, and

Troy Sand & Gravel Co. Inc.

having its principal place of business at PO Box 171 Watervliet, NY 12189,

hereinafter referred to as the CONTRACTOR:

WITNESS, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the TOWN, the CONTRACTOR hereby agrees with the TOWN to complete the grinding, removal and disposal of all of the leaves, brush, tree limbs and parts, wood, clippings and other yard waste which will be stockpiled at The Town of Rotterdam Compost Transfer Facility, located at 23 West Campbell Road, Rotterdam, NY 12306, hereinafter referred to as the "Project", for the sum of \$7.75 (\$00.00) dollars per cubic yard processed and removed from site and all extra work in connection therewith, under the terms as stated in the general conditions of the bid and contract documents; and at its own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work in accordance with the conditions and prices stated in the bid form and all other bid and contract documents, and printed or written explanatory matter thereof, the matters required of the CONTRACTOR, the scope of work, insurance requirements, and all terms and conditions of the invitation to bid and other bid and contract, all of which are made a part hereof and collectively evidence and constitute the contract.

CONTRACTOR hereby agrees to complete the work under this contract within thirty (30) calendar days after the date shown in the notices to proceed issued by the TOWN.

TOWN agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the Contract, and to make payments on account thereof within forty-five (45) days after submitting payment request following the acceptance and approval of the work by the town highway superintendent or the town supervisor.

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of New York.

LAWS AND REGULATIONS

The CONTRACTOR shall keep himself fully informed of all federal, state, and local laws, rules, regulations, policies, and municipal ordinances and regulations in any manner affecting the

conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. It shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, all such existing and future laws, ordinance, regulations, orders and decrees; and shall protect and indemnify the TOWN, its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

LIABILITY OF CONTRACTOR, INDEMNITY, ETC.

The CONTRACTOR shall take all responsibility of the work, and take all precautions for preventing injuries to persons and property in or about the work; it shall bear all losses resulting to it on account of the amount or character of the work, or because the nature of the land in or on which the work is done is different from what was estimated or expected, on account of the weather, elements, riots, civil disorders or other causes; and it shall assume the defense of, and indemnify and save harmless the TOWN and its officers and agents, from all claims relating to labor or materials furnished for the work, and to inventions, payments and patent rights used in doing the work, and to injuries or damages to persons, corporations or property received or sustained by or from the CONTRACTOR and his employees in doing the work, or in consequence of any improper materials, implements or labor used therein, and to any act, omission or neglect of the CONTRACTOR and its employees.

LAST PAYMENT TO TERMINATE OWNER LIABILITY

Neither the TOWN, nor any officer or agent thereof, shall be liable for, or be held to pay, any money to the CONTRACTOR, except as herein provided; and the acceptance by the CONTRACTOR of the final payment aforesaid shall operate as and shall be a release to the TOWN and every member and agent thereof, from all claims of and liability to the CONTRACTOR for anything done or furnished for or relating to or affecting the work.

CONTRACTOR agrees as follows:

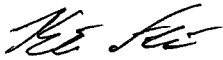
1. Hereby voluntarily and irrevocably submits itself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this contract located within the State of New York in which any litigation is brought based on or arising out of the contract.
2. Any litigation brought by the CONTRACTOR based on or arising out of this contract shall be brought only in accordance with the applicable laws governing municipal litigation in the Supreme Court of the State of New York in Schenectady County. Any trial shall be a bench trial, without a jury.
3. Any legal process or notice connected with any litigation may be served on the CONTRACTOR by U.S. registered mail, postage prepaid, addressed to the CONTRACTOR at his address stated in this contract or at the address stated in this

Contract for the furnishing of notices to the CONTRACTOR or at the CONTRACTOR'S last known address, and that service in such manner shall constitute good and valid service of process upon the CONTRACTOR.

4. The CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph 3 immediately above, invalid service of process, and that they will duly enter their appearance in any such action.
5. This agreement shall/may be presented in court as conclusive evidence of the foregoing agreement.
6. The 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 bid price may be extended to a second and third year.

IN WITNESS WHEREOF, the parties to these presents have executed this agreement in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

BY: Troy Sand & Gravel Co. Inc.



- Kevin Frederick, Sales Manager

(Contractor)

(Seal)

BY: _____

Mollie Collins, Town Supervisor

(Seal)

RESOLUTION NO. 226.25

**TO ACCEPT AND AWARD BID FOR HAZARDOUS MATERIALS REMOVAL AT 369
DUANESBURG ROAD, ROTTERDAM NY**

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

**HAZARDOUS MATERIALS REMOVAL AT 369 DUANESBURG ROAD,
ROTTERDAM NY**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the Hazardous Materials Removal at 369 Duanesburg Road, Rotterdam NY, to MJ'S Contracting Services Inc., located at 7722 US 20, Waterville, NY 13480, at the mutual consent of both the Town and MJ'S Contracting Services Inc., with a bid amount not to exceed, forty-one thousand five hundred and 00/100 (\$41,500.00) dollars.

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

SECTION 3. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 5, 2025

TO: Supervisor Collins and Town Board

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

TITLE OF REQUEST: 369 Duanesburg Road Hazardous Waste Materials Removal

TOWN BOARD MEETING: June 11, 2025

Background Information: The Town of Rotterdam purchased the property for the future construction of a new police department and town court complex. A consultant was hired to determine if the buildings on the property contain hazardous materials, which were verified. Bid documents were prepared for the removal of the hazardous materials and formal bids were received on June 4, 2025.

Evaluation/Analysis: An evaluation was conducted to determine which company is the lowest responsible bidder. The bids and amounts are as follows:

➤ MJ's Contracting Services Inc. -	\$41,500.00
➤ Two Brothers Contracting Inc. -	\$44,600.00
➤ Sun Environmental Corp. -	\$58,825.00
➤ Kascon LLC -	\$84,000.00

The bids were evaluated, and MJ's Contracting Services Inc was determined to be the lowest responsible bidder.

Recommendation(s): I recommend that the Town award the project to MJ's Contracting Services Inc. for the total lump sum bid price of \$41,500.00.

Attachment/Document(s): Attached are each company's bid and summary of bids.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

MJ'S CONTRACTING SERVICES INC.

TOWN OF ROTTERDAM**BID FORM**

The undersigned has read, understands, and agrees to all conditions of this proposal:

Hazardous Materials Removal at
369 Duaneburg Road, Rotterdam NY

SUBMITTED BY:

MJ's Contracting Services Inc.
7722 US 20
Waterville NY 13480

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town of Rotterdam
Attn: Diane Marco, Town Clerk
1100 Sunrise Boulevard
Rotterdam, NY 12306

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Town in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
<u>1</u>	<u>5/22/25</u>
<u>2</u>	<u>5/30/25</u>
<u> </u>	<u> </u>

- B. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Designer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Town, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Town of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Town, a purpose of which is to establish bid prices at artificial, non-competitive levels;
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.02 Qualifications:

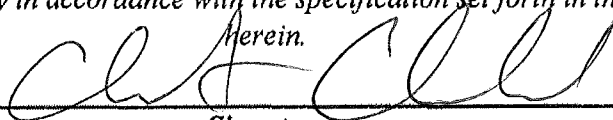
- A. The bidder shall provide with the bid, documents that show the company is qualified to perform the work to include:
 - 1. Contractor's NYSDOL Asbestos License.
 - 2. The Contractor shall submit a notarized statement, signed by an officer of the company, containing the following information:
 - 3. A record of any citations, penalties, orders to comply, notices of deficiency, or notices of violations issued by the Federal, State, or local regulatory agencies relating to asbestos abatement activity. Include projects, dates and resolutions.
 - 4. Situations in which a hazardous materials related contract has been terminated including projects, dates and reasons for terminations.
 - 5. A listing of any hazardous waste related legal proceedings/claims in which the Contractor (or employees scheduled to participate in this project) have participated or are currently involved. Include descriptions of role, issue and resolution to date.

ARTICLE 5 – BASIS OF BID

Bidder will provide all labor, materials, and equipment needed to complete the work in accordance with the Hazardous Materials Investigation report provided in Appendix A, the specifications provided in Appendix B, and as directed by the Town. The contractor shall provide a lump sum bid price to complete the work.

TOTAL LUMP SUM CONTRACT BID PRICE \$ 41,500.00
** CAN start project 7/21/25*

SUBMITTED on 6/2 2025.
The entire bid is strictly in accordance with the specification set forth in the bid documents herein.


Signature

MJ's Contracting Services Inc.
Name of Company or Corporation

7722 US 20
Address

Waterville NY 13480
City State Zip

315-202-4006
Phone Number

cleveland@mjcsl.com
Email

I understand if 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.

ARTICLE 6 - CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest cost responsible bidder as determined by the Town. In addition to the bid price, the Town will conduct investigations as deemed necessary to determine the lowest responsible bidder.

ARTICLE 7: NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRATION REQUIREMENT

Effective on December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public works projects or private projects covered by Article 8 of the Labor Law are required to register with the NYS Department of Labor (NYSDOL) under Labor Law Section 220-i. Specifically, contractors must register with the Department of Labor's Bureau of Public Work and Prevailing Wage Enforcement prior to bidding on public work projects or commencing work on public work projects or covered private projects that are subject to prevailing wage. The state purpose is to ensure that such contractors and subcontractors do not have previous labor law violations and that they will abide by the State's labor laws and regulations, including the prevailing wage requirements. These registration requirements go into effect on December 30, 2024. Consequently, after that date, local governments cannot award a contract for public work to a contractor unless they are registered with the State. The NYS Department of Labor has published FAQs regarding this new requirement. For additional information, please visit the NYSDOT website or contact the Department directly by calling 518-457-5589 or by emailing labor.sm.pwask@labor.ny.gov.

Proof that all contractors and subcontractors must be provided to the Town prior to the award of this contract.

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

MJ's Contracting Services, Inc.
379 North Stafford Ave Suite 3
Waterville, New York 13480
Phone Number: 3152024006
Registration Number: 24-635RS-CR
Date of Issue: 2024-12-03
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

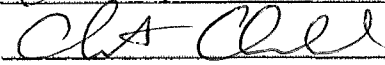
A handwritten signature in black ink, appearing to read "Roberta Reardon".

Roberta Reardon
Commissioner
New York State Department of
Labor



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.

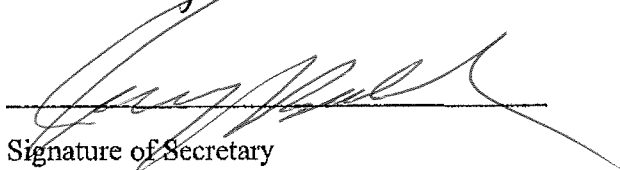
Name of Company: MJ's Contracting Services Inc.
Signed by: Christopher Cleveland Title: GM
Signature:  Date: 6/2/25
Email: cleveland@mjcsl.com

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

Resolved that Christopher Cleveland be authorized to sign and submit the bid or proposal of this corporation for 364 Duaneburg 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 MJ's Contracting Services corporation at a meeting of its board of directors held on the 3rd day of January, 2025

(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 Contractor/Company: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

Christopher Cleveland- GM

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

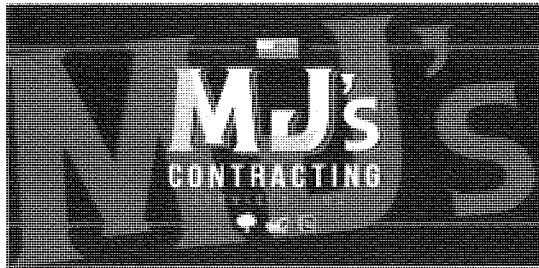
Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, 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,



June 2, 2025

MJ's Contracting Services Inc. has received no citations, penalties, stop work orders, orders to comply, or notices of deficiency to date. MJ's is not, nor has it ever been involved in any litigation or arbitrations arising from any abatement contracts. We have not had any liquidated damages assessed, as we have finished every project on or ahead of schedule.

We have not been involved in any hazardous waste related proceedings or claims.

Officer Signature

A handwritten signature in cursive script, appearing to read 'Guy Burr', written over a horizontal line.

Title

A handwritten signature in cursive script, appearing to read 'President', written over a horizontal line.

Sworn to before me this 2nd

day of June, 2025

A handwritten signature in cursive script, appearing to read 'Chris Cleveland', written over a horizontal line.

NOTARY PUBLIC

Christopher Cleveland
Notary Public, State of New York
Reg. No. 01CL0020773
Qualified in Oneida County
Commission Expires 2/5 2028

28

WE ARE YOUR DOL



DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

MJ's Contracting Services, Inc.
379 N. Stafford Ave., Suite 3, Waterville, NY, 13480

License Number: 194821

License Class: FULL

Date of Issue: 12/11/2024

Expiration Date: 01/31/2026

Duly Authorized Representative: Jeremy Buell

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

A handwritten signature in black ink, appearing to read "Amy Phillips". The signature is fluid and cursive, with a large initial "A" and "P".

Amy Phillips, Director
For the Commissioner of Labor

performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

18. Bid Security:

- a. Bid must be accompanied by Bid security made payable to Town in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base Bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety.
- b. The Bid security of the apparent Successful Bidder will be retained until Town awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, the Town may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Town's exclusive remedy if Bidder defaults.
- c. The Bid security of other Bidders that Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of seven days after the Effective Date of the Contract or 45 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- d. Bid security of other Bidders that Town believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

19. Bid Bond:

Any singular reference to Bidder, Surety, Town, or other party shall be considered plural where applicable.

BIDDER (*Name and Address*): MJ's Contracting Services, Inc.
379 N. Stafford Avenue, Suite 3
Waterville, NY 13480

SURETY (*Name, and Address of Principal Place of Business*): Endurance Assurance Corporation
12890 Lebanon Road
Mount Juliet, TN 37122-2870

TOWN (*Name and Address*):
Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York. 12306

BID
Bid Due Date: June 4, 2025
Description (*Project Name*): Removal of Asbestos Materials at 369 Duanesburg Road,
Rotterdam

BOND

Bond Number: N/A

Date: June 4, 2025

Penal sum Five Percent of the Amount Bid \$ 5%
 (Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

MJ's Contracting Services, Inc. (Seal) Endurance Assurance Corporation (Seal)
 Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: [Signature]

Signature

By: [Signature]

Signature (Attach Power of Attorney)

Print Name Jeremy BuellPrint Name Cheryl R. ColemanTitle PresidentTitle Attorney-in-FactAttest: [Signature]

Signature

Title GMAttest: [Signature]

Signature

Jose Gualpa

Title

Witness as to Surety

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

- a. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Town upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Town's sole and exclusive remedy upon default of Bidder.
- b. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- c. This obligation shall be null and void if:
 - c.1 Town accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - c.2 All Bids are rejected by Town, or
 - c.3 Town fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

MJ's Contracting Services, Inc.
379 N. Stafford Avenue, Suite 3
Waterville, NY 13480

SURETY:

(Name, legal status and principal place of business)

Endurance Assurance Corporation
12890 Lebanon Road
Mount Juliet, TN 37122-2870

OWNER:

(Name, legal status and address)

Town of Rotterdam
Department of Public Works
110 Sunrise Boulevard
Rotterdam, NY 12306

BOND AMOUNT: ~~X~~ Five Percent of the Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Removal of Asbestos Materials at 369 Duanesburg Road,
Rotterdam

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

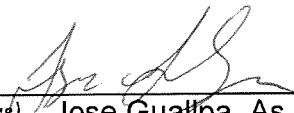
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

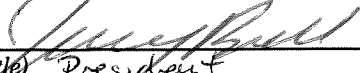
furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this ^{4th} day of June, 2025


(Witness)


(Witness) Jose Gualpa, As to Surety

MJ's Contracting Services, Inc.
(Contractor as Principal) (Seal)


(Title) President

Endurance Assurance Corporation
(Surety) (Seal)


(Title) Cheryl R. Coleman, Attorney-in-Fact

CORPORATE ACKNOWLEDGMENT

State of _____

County of _____

On this 4th day of June, 2025

before me personally came _____ to me known, who
being by me duly sworn, did depose and say that he/she is the
_____ of **MJ's Contracting Services, Inc.** the
corporation described in and which executed the above instrument; that he/she
knows the seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of said
corporation and that he/she signed his/her name thereto by like order.

My commission expires _____
Notary Public

SURETY ACKNOWLEDGMENT

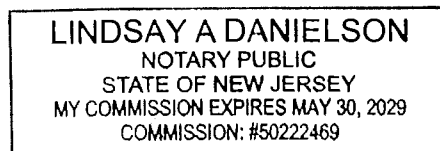
State of **New Jersey**

County of **Morris**

On this 4th day of June, 2025

Before me personally came Cheryl R. Coleman to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of Endurance Assurance Corporation the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires _____



A handwritten signature in blue ink, appearing to read "L. Danielson", written over a horizontal line.

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ('EAC'), **Endurance American Insurance Company**, a Delaware corporation ('EAIC'), **Lexon Insurance Company**, a Texas corporation ('LIC'), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Cheryl R. Coleman, Dana Montagna, Kipp Case, Michael Sinzer, Sandra A. Pace**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

Richard M Appel
By: Richard Appel; SVP & Senior Counsel

Richard M Appel
By: Richard Appel; SVP & Senior Counsel

Richard M Appel
By: Richard Appel; SVP & Senior Counsel

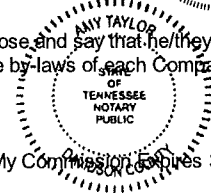
Richard M Appel
By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

Amy Taylor
By: Amy Taylor, Notary Public – My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO, and be it further
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 4th day of June, 2025

Daniel S. Lute
By: Daniel S. Lute, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENDURANCE ASSURANCE CORPORATION
Balance Sheet - Statutory - Basis
December 31, 2024

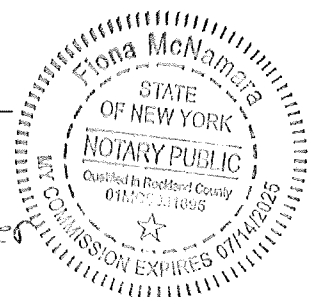
Assets:	
Bonds	\$ 9,575,738,600
Preferred stocks	15,965,244
Common stocks	2,974,058,744
Cash, cash equivalents, and short-term investments	380,926,489
Other invested assets	382,161,094
Receivables for securities	7,743,789
Total cash and invested assets	<u>13,336,593,960</u>
Agents' balances or uncollected premiums	3,751,103,321
Reinsurance recoverable on loss and loss adjustment expense payments	1,079,426,776
Funds held by or deposited with reinsured companies	146,694,256
Investment income due and accrued	75,551,122
Current federal and foreign income tax recoverable and interest thereon	9,551,514
Net deferred tax asset	201,158,214
Receivables from parent, subsidiaries and affiliates	38,811,391
Other assets	396,387,073
Total admitted assets	<u>\$ 19,035,277,627</u>
Liabilities:	
Loss and loss adjustment expenses	\$ 7,434,113,469
Reinsurance payable on paid loss and loss adjustment expenses	797,536,780
Commissions payable, contingent commissions and other similar charges	7,067,852
Other expenses	26,564,195
Taxes, licenses and fees (excluding federal and foreign income taxes)	18,927,896
Unearned premiums	2,959,915,954
Advanced premium	9,091,368
Dividends declared and unpaid (stockholders)	430,000,000
Ceded reinsurance premiums payable	1,659,311,317
Funds held by company under reinsurance treaties	155,788,157
Amounts withheld or retained by company for account of others	702,732,322
Remittances and items not allocated	186,045,368
Provision for reinsurance	26,000,766
Payable to parent, subsidiaries and affiliates	234,928,735
Payable for securities	48,893,701
Other liabilities	57,059,433
Total liabilities	<u>14,753,977,313</u>
Capital and surplus:	
Common capital stock	5,000,000
Gross paid in and contributed surplus	3,480,137,280
Unassigned funds (surplus)	794,870,512
Aggregate write-ins for special surplus funds	1,292,522
Total capital and surplus	<u>4,281,300,314</u>
Total liabilities and capital and surplus	<u>\$ 19,035,277,627</u>

I, Hana Entela, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2024 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York.

Hana Entela

Subscribed and sworn to before me this 25th day of March, 2025
State of New York, County of Westchester
Fiona McNamara



**STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES**

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE
LAW**

It is hereby certified that

Endurance Assurance Corporation
of Wilmington, Delaware

a corporation organized under the laws of Delaware and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$4,281,300,314. (Capital \$5,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2024, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-
unto set my hand and affixed the
official seal of this Department
at the City of Albany, this 4th
day of April 2025.

Adrienne A. Harris
Superintendent

By

A black and white photograph of a handwritten signature, which appears to be "Rawle Lewis", written over a dark, textured background.

Rawle Lewis
Special Deputy Superintendent

BID FOR HAZARDOUS MATERIALS REMOVAL AT 369 DUANESBURG ROAD, ROTTERDAM NY

BID FOR: Hazardous Materials Removal at 369 Duanesburg Road, Rotterdam NY
DATE OF TB MTG. & RESOLUTION #: 5/14/25 Res #182.25
DATE BID PACKETS BECOME AVAILABLE: 5/15/25

DATE PUBLISHED IN NEWSPAPER: 5/16/25
DATE & TIME BIDS TO BE OPENED: 6/4/25 @11:00am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	6/2/2025 @ 10:24am Fed Express	DM	Sun Environmental Corp	4655 Crossroads Park Drive Liverpool, NY 13088				\$58,825.00	Also sent a \$3000.00 Official Bank Check
2	6/4/2025 8:23 AMFederal Express	DM	Two Brothers Contracting Inc.	739 Cider St Westmoreland, NY 13490				\$44,600.00	
3	6/4/25 10:12 am Federal Express	DM	MJS Contracting Services Inc.	7722 US 20 Waterville, NY 13480	Jeremy Buell			\$41,500.00	
4	BIDNET	DM/M G	Kascon LLC	2930 Mason Road Waterville, NY 13480				\$84,000.00	

RESOLUTION NO. 227.25

**A RESOLUTION IN CONNECTION WITH THE TOWN OF ROTTERDAM FIRE
HYDRANT REPLACEMENT PROJECT DETERMINATION OF NON-SIGNIFICANCE
PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA)
REGULATIONS 6NYCRR PART 617**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town of Rotterdam has determined that a need exists to replace numerous leaky fire hydrants in the existing water system in Water District No. 5.

SECTION 2. The Town of Rotterdam is in the planning stages for a fire hydrant replacement project and KB Engineering & Architecture, P.C. is preparing a Map, Plan, and Report for said proposed project.

SECTION 3. As part of the approval process, the Town of Rotterdam Town Board must comply with regulations required under the State Environmental Quality Review Act (SEQRA).

SECTION 4. The project is considered regular maintenance involving no substantial changes and therefore the project is considered a Type II action under the State Environmental Quality Review Act (SEQRA).

SECTION 5. The Town of Rotterdam Town Board hereby makes the determination that the project will not have a significant effect on the environment.

SECTION 6. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 5, 2025

TO: Mollie Collins, Supervisor

FROM: C. Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Adopt a non-significance determination for a Type II SEQRA action for replacement of fire hydrants in Water District No. 5.

TOWN BOARD MEETING: June 5, 2025

Background Information: The Town Board recently completed a comprehensive leak detection program for Water District No. 5. The work identified many leaking hydrants, the majority of which were installed in the 1950's. The town's water withdrawal permit (WD No. 5 Rice Road Wellfield) requires the town to conserve water and repair leaks. The town will need to approve a bond resolution to perform this work. The bond resolution will require a SEQRA determination.

Evaluation/Analysis: The Town Board retained KB Engineering to complete a Map, Plan and Report and SEQRA for the hydrant replacement project. KB Engineering determined that the hydrant replacement project is a Type II action as the work is considered regular maintenance involving no substantial changes.

Recommendation(s): Approve a non-significance determination for a Type II action for the hydrant replacement project.

Attachment/Document(s): None.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 228.25

**TO NEGOTIATE AND EXECUTE CHANGE ORDER NO. 1 WITH LABELLA
ASSOCIATES FOR THE PHILOMENA APARTMENTS SEWER CONNECTIONS
SEWER DISTRICT NO. 7 EXTENSION NO. 2 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 Change Order No. 1 with Labella Associates, located at 4 British American Blvd, Latham, NY 12110, for professional engineering services for the Philomena Apartments Sewer Connections Sewer District No. 7, Extension No. 2 Project, Task 02 – Construction Inspection Services, in an amount not to exceed fourteen thousand five hundred fifty and 00/100 (\$14,550.00) dollars, for a new total agreement amount not to exceed seventeen thousand three hundred and 00/100 (\$17,300.00) dollars.

SECTION 2. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 3, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Sr. Planner *PC*

TITLE OF REQUEST: Philomena Apartments Sewer Connection Observation and Report Sewer District #7, Extension #2

TOWN BOARD MEETING(S): June 11, 2025

Background Information: Provisions for sewer connections were included with the infrastructure installed as part of SD #7 Ext #2, observed and documented by LaBella as the Engineer-of-Record.

Evaluation/Analysis: LaBella will coordinate a pre-construction meeting, prepare related agenda, and meeting minutes. LaBella will provide construction inspection services to observe and document connections made as well as decommissioning and abatement of remaining WWDS's on-site.

Recommendation(s): Authorize the Town Supervisor to enter into a contract with Labella for the Philomena Apartments Sewer District #7, Extension #2 observation and reporting in an amount not to exceed \$14,550.

Attachment/Document(s): Proposal for Professional Services from LaBella dated June 2, 2025.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

June 02, 2025

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

**RE: Proposal for Professional Services – TSCO #1 Construction Services
Philomena Apartments Sewer Connections
Sewer District #7, Extension #2
Town of Rotterdam, Schenectady County, New York
LaBella Job #2241303.02**

Dear Supervisor Collins and Town Board:

This proposal for additional services (TSCO #1) is submitted as requested to support proposed sewer connections within the Philomena Apartment complex. A final response to comments was returned on May 28, 2025 and a proposed construction schedule requested, noting interest in connections to start later this month. Our office can coordinate a pre-construction meeting once authorized.

Please recall that provisions for sewer connections were included with the infrastructure installed as part of SD #7 Ext #2, observed and documented by LaBella as the Engineer-of-Record (EoR).

In support of connections to be made by the property owner, the following scope of services is offered and in relation to the construction phase (no new tasks added, fee added for task 02):

SCOPE OF SERVICES

Task 02 – Construction Inspection:

Scope – LaBella will coordinate a pre-construction meeting, prepare related agenda, and meeting minutes. LaBella will provide construction inspection services to observe and document connections made as well as decommissioning and abatement of remaining WWDS's on-site.

We anticipate that the Town will issue related permits, including water meter installation related permits. We anticipate that Town personnel will inspect the water meter installations (currently proposed internal to each apartment building).

Upon completion, LaBella will provide a summary of observation reports.

Professional Services Fee Schedule

LaBella can support in the pre-construction meeting upon approval and as schedules permit.

Construction inspection services will be provided based on a schedule to be provided by the applicant and selected contractor. We have established escrow based upon known conditions at this time.



Fee and Time Schedule Summary

LaBella proposes to complete the above on a time and material basis chosen upon the following:

Labella Construction Services Observations will be for the following:

- Prep and make the connections at the New Rotterdam Doghouse SMH. - 2 _ 8 hr. days @ \$135 x 16 = \$2,160
- Decommission the existing ORENCO SYSTEM – to be completely removed. - 2 _ 8 hr. days @ \$135 x 16 = \$2,160

Sewer Service Lateral Connections

- Building #1 Lateral Connection at C/O – 2 connections 1 _ 8hr day @ \$135 x 8 = \$1,080
- Building #2 Lateral Connection at C/O – 2 connections 1 _ 8hr day @ \$135 x 8 = \$1,080
- Building #3 Lateral Connection at C/O – 2 connections 1 _ 8hr day @ \$135 x 8 = \$1,080
- Building #4 Lateral Connection at C/O – 5 connections 2 _ 8hr days @ \$135 x 16 = \$2,160
- Building #5 Lateral Connection at C/O – 1 connection 1 _ 8hr day @ \$135 x 8 = \$1,080
- Building #6 Lateral Connection at C/O – 3 connections 2 _ 8hr days @ \$135 x 16 = \$2,160
- Record Binder = \$1,000

Reimbursements

CS Inspections - 12 Trips to Philomena Apts. From Latham Office @ \$ 0.70 per Mile x 60 = \$505

Pre-Construction meeting – 2 Trips to Rotterdam Town Hall from Latham Office @ \$ 0.70 per Mile x 60 = \$85

And tabulated as follows:

Tasks		Additional Fee Estimates		Proposed Schedules
Task No.	Task Description	Lump Sum Fee Bill	Time and Materials Estimate	Projected Start / End Dates ⁽⁴⁾
02	Construction Inspection and Documentation	—	\$13,960	Provided by Contractor/ following Pre-Construction T.B.D.
03	Reimbursable Expenses	—	\$590	N.A.



Tasks		Additional Fee Estimates		Proposed Schedules
Task No.	Task Description	Lump Sum Fee Bill	Time and Materials Estimate	Projected Start / End Dates ⁽¹⁾
	Total Additional Estimated Fee:	\$14,550		

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

Professional Services Authorization and Agreement

As formal authorization to proceed with additional services under terms and conditions of the Town's initial agreement please sign, date and return this correspondence as authorization to proceed.

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

Sincerely,

Joseph M. Lanaro, P.E., M.ASCE
Vice President, Municipal Discipline Leader

Cc: File

Authorization to Proceed

Mollie Collins, Supervisor
Town of Rotterdam

Date

LANDS N/F
NICOLA & CRISTINA G
VACCARO
R1812P907

LANDS N/F
ALVIN S ADDLEMIERE
B1710P420

LANDS N/F
PHILOMENA VALLNTINI
B1098P11

LANDS N/F
NATIONAL GRID

LEGEND

- PROPERTY LINE
- 1 PUMP OUT TANK BY CERTIFIED HAULER.
TANK TO BE ABANDON IN PLACE.
TOP OF TANK TO BE KNOCKED AND BOTTOM PUNCTURED.
TANK SHALL BE FILLED WITH GRANULAR FILL.
THESE AREAS SHALL BE PROPERLY BACKFILLED AND
COMPACTED TO NECESSARY GRADE AND REPLACE IN
KIND FOR GRASS, LANDSCAPING OR PAVEMENT AREAS.
 - 2 DRYWELL TO BE FILLED WITH GRANULAR FILL
AND ABANDON IN PLACE
 - 3 EXISTING WASTEWATER TREATMENT FACILITY TO BE
ABANDONED PER NYSDEC AND NYSOEH STANDARDS.
DISCONNECT POWER PUMP OUT TANK BY CERTIFIED
HAULER. REMOVE PUMP CONTROLS, ALARM AND PANELS.
REMOVE TANK COMPONENTS AND BACK FILL AREA,
TOPSOIL AND SEED.

NOTE:

BUILDING DRAIN INVERTS HAVE NOT BEEN VERIFIED.
MINIMUM PITCH FOR EACH NEW SERVICE HAS BEEN
SHOWN IF DURING CONSTRUCTION EXISTING INVERTS AND
PROPOSED PITCHES CANNOT BE ACHIEVED THE ENGINEER
SHALL BE NOTIFIED.

WATER METERS SHALL BE INSTALLED ON THE OUTSIDE OF
EACH BUILDING AND TO BE READ IN GALLONS.
COORDINATE WITH TOWN OF ROTTERDAM.

GENERAL NOTES

- 1 IT IS THE INTENT OF THESE PLANS TO BE IN STRICT
CONFORMANCE WITH ALL TOWN OF ROTTERDAM, COUNTY OF
SCHENECTADY, STATE OF NEW YORK, AND APPLICABLE FEDERAL
RULES, REGULATIONS, AND LAWS. IF CONFLICTS ARE NOTED
BETWEEN THE ABOVE, AND THESE PLANS, IT SHALL BE
BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER AND
THE TOWN ENGINEER.
- 2 PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL
VERIFY ALL DIMENSIONS, GRADES, ELEVATIONS, AND
MATERIALS GIVEN ON THE PLANS.
- 3 IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO
REPAIR ANY DAMAGE DONE OUTSIDE OF THE PROJECT
AREA OR LIMITS OF SCOPE.
- 4 UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE
- 5 UNDERGROUND UTILITIES IF SHOWN HEREON ARE
BASED ON VISIBLE PHYSICAL EVIDENCE THEY SHOULD
BE CONSIDERED SCHEMATIC ONLY AND ARE SHOWN TO
DEPICT GENERAL UTILITY CONNECTIONS RATHER THAN
EXACT UNDERGROUND LOCATIONS. CALL 811 PRIOR.
- 6 SURVEY BASE MAPPING HAS BEEN PROVIDED BY
OTHERS E.O.R. MAKES NO CERTIFICATION AS TO THE
ACCURACY AND COMPLETENESS OF SHOWN INVERTS.
- 7 CONFLICTS SHOWN ON PLANS OR BETWEEN THE PLANS
AND SPECIFICATIONS SHALL BE BROUGHT TO THE
ATTENTION OF THE OWNER, OWNER REPRESENTATIVE
AND/OR ENGINEER OF RECORD (EOR).
- 8 AS-BUILT PLANS, TESTING AND INSPECTION
DOCUMENTS TO BE COORDINATED BETWEEN
CONTRACTOR AND EOR.

SANITARY SEWER NOTES:

ALL SANITARY SEWER LINES SHALL BE SDR26. THE CONTRACTOR
IS DIRECTED TO COMPLY WITH THE GOVERNING MUNICIPALITIES
STANDARD SPECIFICATIONS WHEN INSTALLING THE SANITARY
SEWER LATERALS, SANITARY SEWER COLLECTOR, AND MODIFYING
EXISTING SANITARY SEWER FACILITIES. THE GOVERNING
MUNICIPALITY AND THE ENGINEER ARE TO BE NOTIFIED 48
HOURS PRIOR TO UNDERTAKING ANY WORK ON SANITARY SEWER
FACILITIES (EXISTING OR PROPOSED) IN NO CASE WILL SLUMP
PUMPS, ROOF DRAINS OR FOOTING DRAINS BE ALLOWED TO BE
CONNECTED INTO THE SANITARY LINE.

- A PERMIT FROM THE GOVERNING MUNICIPALITY IS REQUIRED
PRIOR TO INSTALLATION OF ANY SANITARY SEWER
APPURTENANCES
- 1 VERTICAL SEPARATION- MINIMUM 18" BETWEEN SANITARY
SEWER AND WATER MAIN CROSSINGS
 - 2 HORIZONTAL SEPARATION- MINIMUM 10" BETWEEN SANITARY
SEWER AND EXISTING OR PROPOSED WATER MAIN
 - 3 IF VERTICAL AN HORIZONTAL CLEARANCES CANNOT BE
MAINTAINED THE NYSOEH/NYSDEC SHALL BE CONSULTED
PRIOR TO CONSTRUCTION OF ALTERNATIVES NOTED.
 - 4 PRESSURE TESTS SHALL BE MADE 36 HOURS AFTER THE
COMPLETION OF BACKFILLING OPERATIONS. ALL TESTS SHALL
BE CONDUCTED UNDER THE SUPERVISION OF THE ENGINEER
AND A REPRESENTATIVE FROM THE GOVERNING MUNICIPALITY.
THE DURATION OF PRESSURE TESTS SHALL BE ONE HOUR,
UNLESS OTHERWISE DIRECTED BY THE ENGINEER. PRESSURE
TESTING SHALL BE COMPLETED WITH LOW-PRESSURE
(10-50+ PSI). THE SPECIFIED PRESSURE, SHALL BE
APPLIED BY MEANS OF A PUMP CONNECTED TO THE PIPE
IN A MANNER SATISFACTORY TO THE ENGINEER.
 - 5 BACKFILL SO AS TO NOT DISTURB PIPE ALIGNMENT.
 - 6 LEDGE ROCK, BOULDERS, AND LARGE STONES WILL BE
REMOVED TO PROVIDE A MINIMUM CLEARANCE OF 4" BELOW
AND ON EACH SIDE OF ALL PIPES.
 - 7 DEBRIS, FROZEN MATERIAL, LARGE CLOGS OR STONES,
ORGANIC MATTER, OR OTHER UNSUITABLE MATERIALS
ELIMINATED FROM USE AS BACKFILL WITHIN 2' OF TOP OF
PIPE
 - 8 STRAIGHT ALIGNMENT BETWEEN STRUCTURES WILL BE
CHECKED BY USING A LASER BEAM OR LAMPING.

WORK TO
BE OBSERVED
BY LABELLED

WATER SERVICE ENTRANCE DETAIL

NO SCALE

PIPE INSULATION DETAIL

SCALE: NONE

TYPICAL TRENCH SECTION FOR SANITARY SEWER

NO SCALE

PAVEMENT DETAIL

NO SCALE

STANDARD SEWER SERVICE CONNECTIONS

NO SCALE

BUILDING DRAIN TO SEWER CONNECTION DETAIL

NO SCALE

SEWER CONNECTION PLAN RESIDENCE AT FORT HUNTER (A.K.A. PHILOMENA ESTATES)

TOWN OF ROTTERDAM COUNTY OF SCHENECTADY

STATE OF NEW YORK

ENGINEERS

411 Union St. Schenectady, N.Y. 12305

518-377-0315 Fax 518-377-0379

www.abdeng.com

LUGI A. PALLESCH, P.E.

June 11, 2025

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PARTNERS
LUIGI A. PALLESCHI, P.E.
ROBERT D. DAVIS, JR., P.L.S.
JOSEPH J. BIANCHINE, P.E. (Retired)



411 Union Street

518-377-0315 Fax 518-377-0379

www.abdeng.com

ENGINEERS



SURVEYORS

Schenectady, N.Y. 12305

DEDICATED
RESPONSIVE
PROFESSIONAL

May 28, 2025

Re: 1175 Fort Hunter Road
Proposed Apartment Buildings
Town of Rotterdam
Project # 5781A

Peter Comenzo
Town of Rotterdam
1100 Sunrise Boulevard
Schenectady, NY 12306

Dear Peter,

In response to the comments (*in italics*) of LaBella's letter of April 7, 2021, we respond as follows (**in bold**):

1. *The typical trench detail should be revised to include a minimum cover of 48 inches. If there is the potential for shallow pipe installation, frost protection measures should be defined.*
Detail revised and added to the revised site plans.
2. *With the removal of the existing pipe from the manhole to the Orenco System, the manhole penetration should be properly filled and protected. Requirements should be specified on the plans.*
Notes have been added to the existing manhole.
3. *The proposed water meter installation for each apartment building should be detailed and include provisions for compliance with Town Standards. The specific provisions should be noted on the plans.*
A water meter detail has been added to the revised site plans.
4. *Testing and inspection requirements should be stated on the plans related to the sanitary sewer connections as well as the water meter installations.*
Testing notes have been added to the revised site plans.
5. *As-built plans should be provided for each sanitary sewer installation as well as water meter installation, provided as a supporting document with testing and inspection reports, part of a completed works certification to be provided by the EoR.*
Noted, under general note #8 on site plans to be provided by contractor.

6. *The Town should receive copies of NYSDEC WWTP Decommissioning Approval as supported by the EoR Completed Works Certification.*

Noted, NYSDEC has been contacted for this completion when ready.

We recommend that the above be addressed as part of the application process and in support of permit issuance.

Once permits have been issued, we would recommend a preconstruction meeting with the selected contractor, EoR and the Town's representative and our office to review general requirements, construction schedule (to be provided by the selected contractor in advance of the preconstruction meeting), required inspections and completed works certification by the EoR supporting the sewer connections and decommissioning of the DEC permitted on-site wastewater management facilities.

We would like to set up a pre-construction meeting for the week of June 3, 2025. Please confirm available times.

Enclosed are five (5) copies of the revised Sewer Connection Plan.

Should you have any questions or need anything further, please do not hesitate to contact me.

Very truly yours,

ABD ENGINEERS & SURVEYORS, LLP



Luigi A. Palleschi, P.E.
Partner

LAP:clv

encl.

cc: Paul Nichols w/encl. (via email)

Joe Lanaro w/encl. (via email)

5781A-05282025

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, April 24, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 185.24

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LABELLA ASSOCIATES
FOR THE PHILOMENA APARTMENTS SEWER CONNECTIONS SEWER DISTRICT
NO. 7 EXTENSION NO. 2 PROJECT**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Labella Associates, located at 4 British American Blvd, Latham, NY 12110, for professional engineering services for the Philomena Apartments Sewer Connections Sewer District No. 7, Extension No. 2 Project, in an amount not to exceed two thousand seven hundred fifty and 00/100 (\$2,750.00) dollars.

SECTION 2. This resolution shall become effective April 24, 2024.

DATED: April 24, 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 April 24, 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 April 26, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



Professional Services Agreement

Agreement made the _____ day of _____, 2024
between

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

and

Town of Rotterdam
("Client")

for services related to the following Project:

Philomena Apartments Sewer Connections
Sewer District #7, Extension #2
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated **April 19, 2024**, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: A retainer in the amount of **\$0** shall be required prior to the initiation of services. This retainer will be held until the end of the Project and applied to Client's final invoice. Any excess amount shall be returned to Client. Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

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

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

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

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

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

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed \$50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.

By: 

Name Joseph M. Lanaro, PE.

Title Vice President

Date: 4/29/2024

Town of Rotterdam

By: 

Name Mollie Collins

Title Supervisor

Date: 4/29/2024

Exhibit A

LaBella's Proposal



April 19, 2024

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

**RE: Proposal for Professional Services
Philomena Apartments Sewer Connections
Sewer District #7, Extension #2
Town of Rotterdam, Schenectady County, New York**

Dear Supervisor Collins and Town Board:

This proposal is submitted as requested to support proposed sewer connections within the Philomena Apartment complex.

Provisions for sewer connections were included with the infrastructure installed as part of SD #7 Ext #2 (copy of related plan and profile attached).

In support of connections to be made by the property owner, the following scope of services is offered:

SCOPE OF SERVICES

Task 01 – Technical Review:

Scope – LaBella will assist the Town with the technical review of proposed connections. Review will be documented in writing and furnished to the Town for consideration as part of the sewer connection permit process.

Participating in a pre-application meeting (1-meeting at Town Hall) with applicant and applicants' consultant is also included.

Task 02 – Construction Inspection:

Scope – LaBella can provide construction inspection services to observe and document connections made as well as decommissioning and abatement of remaining WWDS's on-site.

Professional Services Fee Schedule

LaBella can participate in the pre-application meeting upon approval and as schedules permit.

Construction inspection services will be provided based on a schedule to be provided by the applicant and selected contractor.



Fee and Time Schedule Summary

LaBella proposes to complete the above on a time and material basis.

Tasks		Fee Estimates		Proposed Schedules
Task No.	Task Description	Lump Sum Fee Bill	Time and Materials Estimate	Projected Start / End Dates ⁽¹⁾
01	Technical Review	—	\$2,500.00	1 Week / 2-3 Weeks
02	Construction Inspection	—	TBD	T.B.D.
03	Reimbursable Expenses	—	\$250.00	N.A.
Total Estimated Fee:		\$2,750.00		

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

An estimated fee for construction inspection can be provided once a contractor is selected and a schedule provided by the applicant/contractor.

Professional Services Authorization and Agreement

As formal authorization to proceed please sign, date and return the attached standard Town of Rotterdam agreement.

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

Sincerely,

Joseph M. Lanaro, P.E., M.ASCE
Vice President, Municipal Discipline Leader

Cc: File

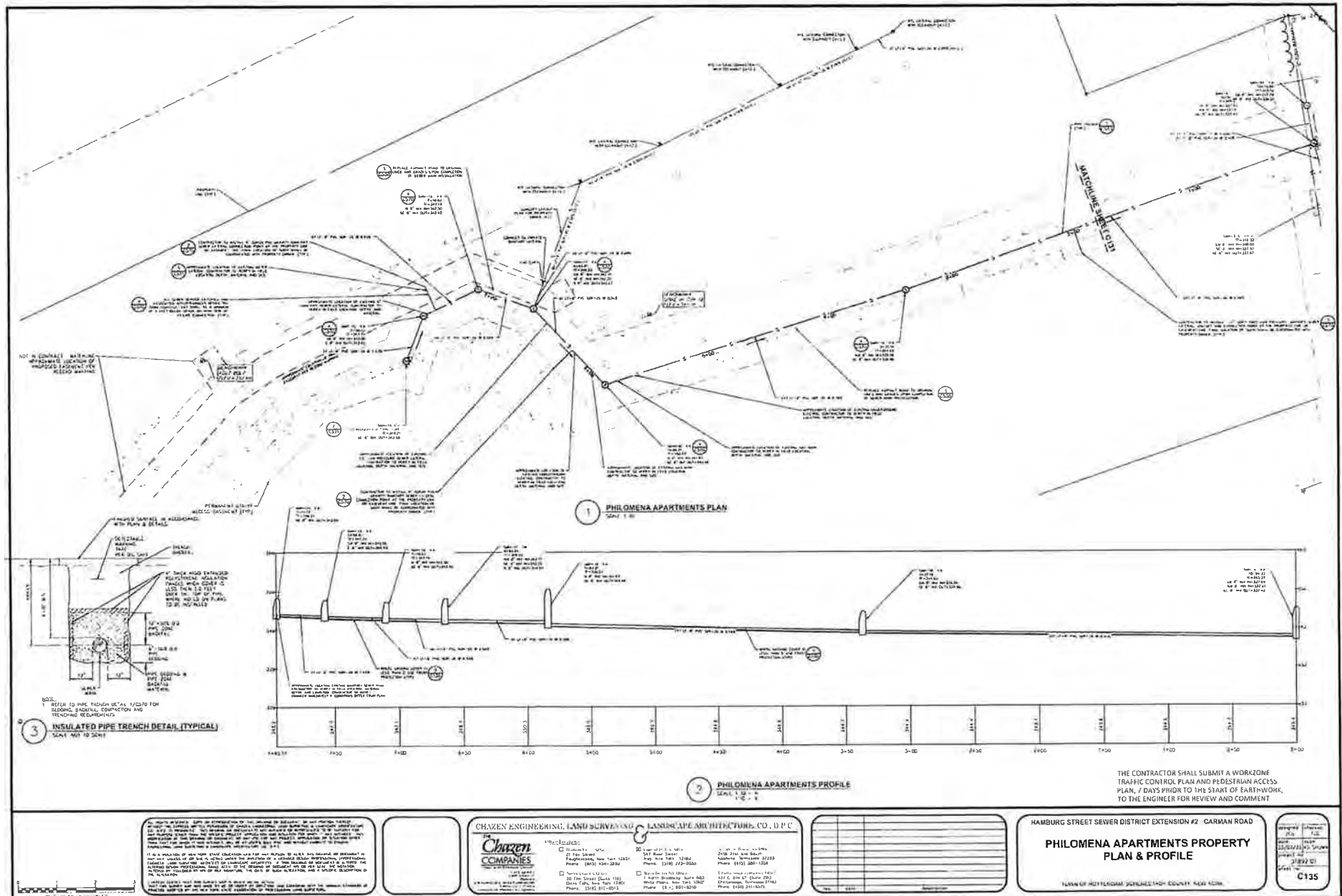


Exhibit B

Terms and Conditions

Terms and Conditions

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

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

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

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

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

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

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

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

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

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

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

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

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

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

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

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

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

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

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

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

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

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

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

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

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

RESOLUTION NO. 229.25

**TO NEGOTIATE AND EXECUTE CHANGE ORDER NO. 2 TO AN EXISTING
AGREEMENT WITH LABELLA FOR SEWER DISTRICT NO. 7 AND RELATED
EXTENSIONS FOR AN UPDATED FINAL MAP PLAN AND REPORT**

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 Change Order No. 1 to an existing agreement with Labella, located at 4 British American Blvd, Latham, NY 12110, for professional engineering services for the Sewer District No. 7 and related extensions, for an updated final Map, Plan and Report, in an amount not to exceed three thousand six hundred twenty five and 00/100 (\$3,625.00) dollars, for a new total agreement amount not to exceed forty two thousand three hundred fifty and 00/100 (\$42,350.00) dollars.

SECTION 2. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 3, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Sr. Planner *PC*

TITLE OF REQUEST: Sewer District #7 Consolidation – Change Order #2

TOWN BOARD MEETING(S): June 11, 2025

Background Information: LaBella has completed two iterations of the Draft Map, Plan and Report (MPR) for the subject consolidation. A PowerPoint presentation has also been prepared and updated for anticipated public workshops and/or hearings. It is understood that this effort will continue to be led by the Town to ensure conformance with the applicable provisions of the General Municipal Law.

Evaluation/Analysis: LaBella will update the Map, Plan and Report (MPR) for use in administering a consolidation process to increase administrative efficiencies related to SD#7, SD#7, Ext#1 and SD#7, Ext#2.

An updated final report will be prepared and submitted to the Town for adoption and use in further approval by the NYS Comptroller's Office is required.

Recommendation(s): Authorize the Town Supervisor approve Change Order #2 with Labella for the Sewer District #7 Consolidation efforts in an amount not to exceed \$3,625.

Attachment/Document(s): Proposal for Professional Services from LaBella dated June 4, 2025.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



June 4, 2025

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

**RE: Proposal for Professional Services – Technical Services Change Order #2
Consolidation of SD#7 and Related Extensions – Updated Version #2 (Final)
Town of Rotterdam, Schenectady County, New York
LaBella Project # 2230312**

Dear Supervisor Collins and Town Board:

LaBella Associates, DPC (LaBella) is pleased to provide this proposal for additional professional services in support of the Town of Rotterdam's (Town) envisioned consolidation of Sewer District #7 and its established extensions, including Extension #1 and Extension #2. Please find our current project understanding, additional scope of services, associated fee schedule and anticipated project schedule:

Project Understanding

LaBella has completed two iterations of the draft Map, Plan and Report (MPR) for the subject consolidation. A PowerPoint presentation has also been prepared and updated for anticipated public workshops and/or hearings.

It is understood that this effort will continue to be led by the Town and the Town's Council to ensure conformance with the applicable provisions of the General Municipal Law of the State of New York.

An additional and final iteration of changes is anticipated to advance the current version to a final version supporting adoption and current fees have been exhausted through the iterative development of the latest MPR.



Scope of Services

Task 007 – Updated Map, Plan and Report (Update #2), Final Version

LaBella will update the Map, Plan and Report (MPR) for use in administering a consolidation process to increase administrative efficiencies related to SD#7, SD#7Ext#1 and SD#7Ext#2. The Consolidated Sewer District (referred to as Consolidated Sewer District (CSD) #7) will assume jurisdiction over all areas previously served by SD#7, SD#7Ext#1 and SD#7Ext#2 for the stated purpose and in compliance with the applicable provisions of the General Municipal Law of the State of New York.

Final revisions will be made to the MPR based upon final EDU assignment requested by the Town. We will coordinate with the Town and update the parcel information as reported and provided by the Town and/or Schenectady County (County). The tabulated information that presents tax parcel number, property class, property type, property address, owner name and EDUs related to debt service and O&M will also be updated. No changes of the Plan are contemplated at this time. The tabulated information will be based upon readily available information as provided by the Town and or the County. It is noted that the basis of EDUs per parcel in certain cases, are a function of water use data. Said information has been provided by the Town in the past. Final version of the information provided by the Town is requested as we update the information in support of consolidation, and this version of the MPR, updated version #2, Final.

The Town's benefit assessment methodology will remain as stated for existing and future debt retirement. The Plan will include a summary of existing debt (final values to be provided by the Town) and a summary of redistributed debt based upon the provisions developed by the Town. It is understood that current debt has been maintained within each respective district or area via Bond Anticipation Note (BAN) renewed annually and the purpose of the consolidation will allow for unified debt distribution before converting to long term financing or bonding. A final bonding period and rate to be utilized in the report shall be provided by the Town. A final version will be presented to the Town and Council.

An updated final report will be prepared and submitted to the Town for adoption and use in further approval by the NYS Comptroller's Office is required.



Professional Services Fee

LaBella proposes to complete the above scope of services based upon the following:

Task No.	Task Description	Previously Approved Fees	Additional Fees
		Lump Sum (1)	Lump Sum (1)
001	Map, Plan, and Report	\$17,750	
002	SEQR	\$3,250	
003	Public Presentations	\$3,950	
004	Project Management and Meetings	\$3,650	
005	Reimbursable Expenses	\$1,250	
006	Updated MPR (Update #1)	\$8,875	
007	Updated MPR (Update #2, Final)		\$3,625
	TOTAL ADDITIONAL LUMP SUM FEE		\$3,625

- (1) Lump Sum tasks will be billed commensurately with the percentage of the task which has been completed.

Professional Services Schedule

LaBella will provide the services as described once authorized. It is envisioned that the process will take a few months to complete, and prior to 2026. It is anticipated that the services would be authorized this year and completed no later than the end of 2025 (December 31, 2025).



Professional Services Authorization and Agreement

As authorization to proceed under the standard terms and conditions of our original agreement, dated November 16, 2022, please sign, date, and return this proposal for additional services.

If you have any comments, questions, or need for additional information, please feel free to contact our office. We look forward to presenting this information in support of funding commitments.

Sincerely,

Joseph M. Lanaro, PE

Vice President, Civil Division, Municipal Discipline Leader

cc: File

Authorization to Proceed

Mollie A. Collins, Supervisor
Town of Rotterdam

(Date)

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, March 27, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 152.24

**TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING AGREEMENT
WITH LABELLA FOR SEWER DISTRICT NO. 7 AND RELATED EXTENSIONS FOR AN
UPDATED MAP PLAN AND REPORT**

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 Amendment No. 1 to an existing agreement with Labella, located at 4 British American Blvd, Latham, NY 12110, for professional engineering services for the Sewer District No. 7 and related extensions, for an updated Map, Plan and Report, in an amount not to exceed eight thousand eight hundred seventy five and 00/100 (\$8,875.00) dollars, for a new total agreement amount not to exceed thirty eight thousand seven hundred twenty five and 00/100 (\$38,725.00) dollars.

SECTION 2. This resolution shall become effective March 27, 2024.

DATED: March 27, 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 27, 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 April 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: March 22, 2024

TO: Town Board

FROM: Jack Dodson

TITLE OF REQUEST: LaBella Agreement – Amendment No. 1 – Update MPR

TOWN BOARD MEETING: March 27, 2024

Background Information: LaBella prepared a draft Map, Plan and Report (MPR) for consolidation of Sewer District No. 7 and its established extension.

Evaluation/Analysis: Subsequent to the completion of the MPR, an opinion was requested regarding the assignment of EDUs. The draft MPR requires an update to reflect the revisions to the EDU assignment.

Recommendation(s): Retain LaBella to update the MPR for consolidation of Sewer District No. 7 and established extensions.

Attachment/Document(s): Agreement dated March 5, 2024 and Resolution No. 314.22.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



March 5, 2024

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

RE: Proposal for Professional Services – Technical Services Change Order #1
Consolidation of SD#7 and Related Extensions – Updated Version #1
Town of Rotterdam, Schenectady County, New York
LaBella Project # 2230312

Dear Supervisor Collins and Town Board:

LaBella Associates, DPC (LaBella) is pleased to provide this proposal for additional professional services in support of the Town of Rotterdam's (Town) envisioned consolidation of Sewer District #7 and its established extensions, including Extension #1 and Extension #2. Please find our current project understanding, additional scope of services, associated fee schedule and anticipated project schedule:

Project Understanding

LaBella has completed a draft Map, Plan and Report (MPR) for the subject consolidation. A PowerPoint presentation has also been prepared for anticipated public workshops and/or hearings.

Subsequent to the completion at said draft MPR, an opinion was requested regarding assignment of EDUs for Extension #1. As a result of said findings and opinions, adjustments to the MPR were deemed appropriate to address the time dependent application of EDUs within Extension #1 being a function of subdivisions and real estate development (basis of application being assigned as noted in said opinion).

It is understood that this effort will continue to be led by the Town and the Town's Council to ensure conformance with the applicable provisions of the General Municipal Law of the State of New York.

4 British American Blvd | Latham, NY 12110 | p (518) 439-8235
www.labellapc.com



Scope of Services

Task 006 – Updated Map, Plan and Report (Update #1)

LaBella will update the Map, Plan and Report (MPR) for use in administering a consolidation process to increase administrative efficiencies related to SD#7, SD#7Ext#1 and SD#7Ext#2. The Consolidated Sewer District (referred to as Consolidated Sewer District (CSD) #7) will assume jurisdiction over all areas previously served by SD#7, SD#7Ext#1 and SD#7Ext#2 for the stated purpose and in compliance with the applicable provisions of the General Municipal Law of the State of New York.

The Map will be updated based upon current understanding of EDU assignment. We will coordinate with the Town and update the parcel information as reported and provided by the Town and/or Schenectady County (County). The tabulated information that presents tax parcel number, property class, property type, property address, owner name and EDUs related to debt service and O&M will also be updated. No changes of the Plan are contemplated at this time. The tabulated information will be based upon readily available information as provided by the Town and or the County. It is noted that the basis of EDUs per parcel in certain cases, are a function of water use data. Said information has been provided by the Town in the past. Current information provided by the Town will be required as we update the information in support of consolidation, and this version of the MPR, updated version #1.

The Town's benefit assessment methodology will be stated for existing and future debt retirement. The Plan will include a summary of existing debt (to be provided by the Town) and a summary of redistributed debt based upon the provisions developed by the Town. It is understood that current debt has been maintained within each respective district or area via Bond Anticipation Note (BAN) renewed annually and the purpose of the consolidation will allow for unified debt distribution before converting to long term financing or bonding. A bonding period and rate to be utilized in the report shall be provided by the Town.

It is noted that application of EDUs is time dependent. Additional information will be provided to support assessment as of October 15th of the prior year; considering opinions offered regarding assignment.

An updated draft of the report will be prepared and submitted to the Town and Town Council for review and comment. A final report will be provided incorporating any appropriate changes or revisions to address said comments. One round of review and comment is anticipated.



Professional Services Fee

LaBella proposes to complete the above scope of services based upon the following:

Task No.	Task Description	Previously Approved Fees	Additional Fees
		Lump Sum (1)	Lump Sum (1)
001	Map, Plan, and Report	\$17,750	
002	SEQR	\$3,250	
003	Public Presentations	\$3,950	
004	Project Management and Meetings	\$3,650	
005	Reimbursable Expenses	\$1,250	
006	Updated MPR (Update #1)	-	\$8,875
	TOTAL ADDITIONAL LUMP SUM FEE		\$8,875

- (1) Lump Sum tasks will be billed commensurately with the percentage of the task which has been completed.

Professional Services Schedule

LaBella will provide the services as described once authorized. It is envisioned that the process will take several months to complete. It is anticipated that the services would be authorized this year and completed no later than the end of 2024 (December 31, 2024).

Professional Services Authorization and Agreement

As authorization to proceed under the standard terms and conditions of our original agreement, dated November 16, 2022, please sign, date, and return this proposal for additional services.



If you have any comments, questions, or need for additional information, please feel free to contact our office. We look forward to presenting this information in support of funding commitments.

Sincerely,

Joseph M. Lanaro, PE

Vice President, Civil Division, Municipal Discipline Leader

cc: File

Authorization to Proceed

Mollie A. Collins, Supervisor
Town of Rotterdam

(Date)

RESOLUTION NO. 314.22

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, November 9, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO ENTER INTO AN AGREEMENT WITH LABELLA ASSOCIATES FOR ENGINEERING SERVICES RELATED TO SEWER DISTRICT 7

THEREFORE, UPON MOTION of Councilmember CHRISTOU, seconded by Councilmember MASTROIANNI,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam is hereby authorized to negotiate and execute an agreement with LaBella Associates, located at 4 British American Boulevard Latham, NY 12110, for Professional Engineering Services for Consolidation of SD#7 (Sewer District 7 and its Extensions ("Project") and Related Expenses, for a lump sum not to exceed \$29,850.00.

SECTION 2. This resolution shall become effective November 9, 2022.

DATED: November 9, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on November 9, 2022, 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 November 14, 2022.

Diane M. Marco
Diane M. Marco, Town Clerk





October 14, 2022

Mollie A. Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12806

RE: Proposal for Professional Services
Consolidation of SD#7 and Related Extensions
Town of Rotterdam, Schenectady County, New York

Dear Supervisor Collins and Town Board:

LaBella Associates, DPC (LaBella) is pleased to provide this proposal for professional services in support of the Town of Rotterdam's (Town) envisioned consolidation of Sewer District #7 and its established extensions, including Extension #1 and Extension #2. Please find our current project understanding, scope of services, associated fee schedule and anticipated project schedule:

Project Understanding

LaBella understands that the Town wishes to increase administrative efficiencies related to Sanitary Sewer District #7 and its established extensions, including Extension #1 and Extension #2 through a Sanitary Sewer District Consolidation. Administrative efficiencies will focus on debt retirement, operation and maintenance, and related intermunicipal fees associated with wastewater services agreement between the City of Schenectady (City) and the Town.

In particular, the following established service areas will be consolidated:

LaBella Associates P.C. | 20 Elm Street, Suite 100 | Glens Falls, NY 12801
www.labellapo.com



Sewer District (SD) #7 referred to as the Hamburg Street Sewer District, as described in the Map, Plan and Report entitled, "Hamburg Street Sewer District" prepared by The Chazen Companies, dated last revised December 23, 2015 and adopted January 13, 2016.

Sewer District (SD) #7 Extension (Ext) #1 referred to as the Whispering Pines Senior Living Sewer District, as described in the Map, Plan and Report entitled, "Extension No. 1 Hamburg Street Sewer District" prepared by MJ Engineering and Land Surveying, PC, dated last revised February 4, 2019 and adopted February 27, 2019.

Sewer District (SD) #7 Extension (Ext) #2 referred to as the Carman Road Sewer District, as described in the Map, Plan and Report entitled, "Extension No. 2 Carman Road Sewer District" prepared by The Chazen Companies, dated last revised/updated July 31, 2019 and adopted July 31, 2019.

It is understood that this effort will be led by the Town and the Town's Council to ensure conformance with the applicable provisions of the General Municipal Law of the State of New York.

Scope of Services

Task 001 – Map, Plan and Report

LaBella will prepare a Map, Plan and Report (MPR) for use in administering a consolidation process to increase administrative efficiencies related to SD#7, SD#7Ext#1 and SD#7Ext#2. The Consolidated Sewer District (referred to as Consolidated Sewer District (CSD) #7) will assume jurisdiction over all areas previously served by SD#7, SD#7Ext#1 and SD#7Ext#2 for the stated purpose and in compliance with the applicable provisions of the General Municipal Law of the State of New York.

The Map prepared will consider the areas previously defined in the referenced documents. We will coordinate with the Town and update the parcel information as reported and provided by the Town and/or Schenectady County (County). The Map describing the consolidated district will also include tabulated information that presents tax parcel number, property class, property type, property address, owner name and EDUs related to debt service and O&M. The Plan will include a description of existing infrastructure serving the benefitted parcels, under the ownership of the Town. The tabulated information will be based upon readily available information as provided by the Town and or the County. It is noted that the basis of EDUs per



parcel is a function of water use data. Said information has been provided by the Town in the past. Current information provided by the Town will be required as we update the information in support of consolidation.

The Town's benefit assessment methodology will be stated for existing and future debt retirement. The Plan will include a summary of existing debt (to be provided by the Town) and a summary of redistributed debt based upon the provisions developed by the Town. It is understood that current debt has been maintained within each respective district or area via Bond Anticipation Note (BAN) renewed annually and the purpose of the consolidation will allow for unified debt distribution before converting to long term financing of Bonding. A bonding period and rate to be utilized in the report shall be provided by the Town.

The Report will include an introduction, description of project area, description of existing facilities, description of benefit assessment methodology, a summary of project costs to be consolidated and redistributed and procedures to be implemented as defined by the Town and Town Council. Supporting documents will be included as appendices.

A draft of the report will be prepared and submitted to the Town and Town Council for review and comment. A final report will be provided incorporating any appropriate changes or revisions to address said comments. One round of review and comment is anticipated.

Task 002 – SEQR

LaBella will also prepare SEQR documents to accompany the MPR in support of consolidation. Previous SEQR records will be reviewed in consideration of same. It is anticipated that a short form EAF with supporting attachments will be adequate. It is anticipated that the SEQR record supporting original formation will be adequate and additional studies will not be required.

We will assist the Town with required notices for lead agency status as well as related actions. Final administration of SEQR will be the responsibility of the Town with support from Town Council.

Task 003 – Public Presentations

It is anticipated that one public workshop and one public hearing will be required. LaBella will work in concert with the Town and Town Council and prepare a presentation in power point for use at the workshop as well as the public hearing. An electric copy of the MPR and the presentation will be provided to the Town for use of publication.



Task 004 - Project Management and Meetings

LaBella will support the project through effective project management practices, including quality assurance processes. LaBella will participate in project meetings in addition to the public meetings so noted. It is assumed that two progress meetings will be required and administered in concert with the monthly capital projects meetings.

Task 005 - Reimbursable Expenses

LaBella will include reimbursable expenses, such as mileage and reproduction costs. It is anticipated that the Town will cover the cost of publications, notices, and other required filings.

Professional Services Fee

LaBella proposes to complete the above scope of services based upon the following:

Task No.	Task Description	Fees
		Lump Sum (1)
001	Map, Plan, and Report	\$17,750
002	SEQR	\$3,250
003	Public Presentations	\$3,950
004	Project Management and Meetings	\$3,650
005	Reimbursable Expenses	\$1,250
	TOTAL LUMP SUM FEE	\$29,850

- (1) Lump Sum tasks will be billed commensurately with the percentage of the task which has been completed.

Professional Services Schedule

LaBella will provide the services as described once authorized. It is envisioned that the process will take several months to complete. It is anticipated that the services would be authorized this year and completed no later than the end of 2023 (December 31, 2023).



Professional Services Authorization and Agreement

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

If you have any comments, questions, or need for additional information, please feel free to contact our office. We look forward to presenting this information in support of funding commitments.

Sincerely,

Joseph M. Laharo, PE

Vice President, Civil Division, Municipal Discipline Leader

cc: File

Professional Services Agreement

Agreement made the 10th day of NOVEMBER, 2022
between

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

and

Town of Rotterdam
("Client")

for services related to the following Project:

Consolidation of SD# and Related Expenses
Sewer District 7 and its Extensions
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated October 14, 2022, a copy of which is attached as *Exhibit A* (the "Proposal"), in accordance with the terms and conditions of this contract attached as *Exhibit B*.

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

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

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

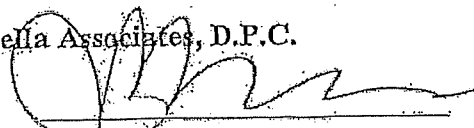
- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits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

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

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

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

LaBella Associates, D.P.C.

By: 

Name

JOSEPH M. LANZA, PE

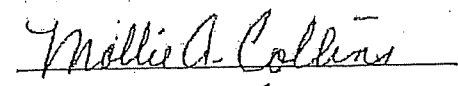
Title

Vice President

Date:

11/10/2022

Town of Rotterdam

By: 

Name

Mollie A. Collins

Title

Supervisor

Date

11/16/2022

RESOLUTION NO. 230.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND
LOGUIDICE FOR THE ROTTERDAM TOWN COURT AND POLICE FACILITY
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 an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services for the Rotterdam Town Court and Police Facility Project, in an amount not to exceed three million six hundred ninety-five thousand and 00/100 (\$3,695,000.00) dollars.

SECTION 2. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 5, 2025

TO: Mollie Collins, Supervisor

FROM: C. Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Authorize the Supervisor to negotiate and execute an architectural and engineering agreement (AE Agreement) dated June 11, 2025 with Barton & Loguidice for the design and construction phase services for the new Town Court and Police Facility at 369 Duanesburg Road.

TOWN BOARD MEETING: June 11, 2025

Background Information: The Town Board approved Resolution 327.24 authorizing \$28,500,000 in bonds to finance a new town court and police facility. The town signed a contract for the purchase and sale of 369 Duanesburg Road on March 17, 2025 and closed on the property on April 30, 2025.

Evaluation/Analysis: The scope of work for the AE agreement includes: Schematic Design Phase; Design Development Phase; Construction Document Phase; Procurement Phase; Construction Administration Phase; and Construction Observation Phase.

Recommendation(s): Authorize the Supervisor to negotiate and execute and AE Agreement with Barton & Loguidice for the design and construction phase service in the amount of \$3,695,000 for the new town court and police facility.

Attachment/Document(s): Resolution 327.24, Purchase Agreement, AE Agreement – Barton & Loguidice.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh day of June in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

and the Architect:
(Name, legal status, address and other information)

Barton & Loguidice, DPC.
10 Airline Drive
Suite 200
Albany, New York 12205

for the following Project:
(Name, location and detailed description)

Construction of a new Police and Courts Facility for the Town of Rotterdam, to be located at 369 Duaneburg Road, Schenectady, New York.

Barton & Loguidice, DPC, is authorized by the Town of Rotterdam to create construction documents in accordance with Article 3 Scope of Architects Basic Services, which shall include the following Sections:

- 3.2 Schematic Design Phase Services
- 3.3 Design Development Services
- 3.4 Construction Documents Phase Services
- 3.5 Procurement Phase Services
- 3.6 Construction Phase Services
- 3.7 Construction Observation Services

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1328507768)

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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's program shall be based on a feasibility study completed August 14, 2024, and presented at a public meeting with the Town of Rotterdam., See Exhibit A.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

New building construction totaling approximately 40,000 square feet, to be sited at the Town of Rotterdam property located at 369 Duanesburg Road, Schenectady, New York. The project will be based on the information provided in Exhibit A, per 1.1.1 above.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be based on the Feasibility Study (Exhibit A), dated August 14, 2024, and estimated cost of the project is \$28,500,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

To be determined (TBD), Design estimated to start December 2024.

.2 Construction commencement date:

To be determined (TBD), Estimated Fall/Winter 2025

.3 Substantial Completion date or dates:

To be determined (TBD), Estimated Spring 2027

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Contractor Bid, Multiple Prime Contracts (Wicks Law)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mollie Collins
Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

To Be Determined

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1
(Paragraphs deleted)
To Be Determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Donald H. Fletcher, P.E., Executive Vice President
Barton & Loguidice, DPC.
10 Airline Drive, Suite 200
Albany, New York 12205
(518) 218-1801

~~§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)~~

§ 1.1.11.1 Consultants retained under Basic Services:
(Paragraphs deleted)
None.

§ 1.1.11.2 Consultants retained under Supplemental Services:
None.

§ 1.1.12 Other Initial Information on which the Agreement is based:

As a condition of this Agreement, it shall be acknowledged by all parties that the term "Architect" shall be understood to mean "Engineer" throughout the entirety of the Agreement. Where the term "Resident Project Representative (RPR)" is used, it shall be acknowledged and understood by all parties that the RPR is the Architect's representative at the Site to assist the Architect in observing progress and quality of the Work as directed by and under the supervision of the Architect.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by

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the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

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§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.7 Construction Observation Services

§ 3.7.1 Construction Observation (CO) commences with award of construction contracts and terminates with the issuance of the final payment certification. B&L will assign a Resident Project Representative (RPR) to observe construction activity on behalf of the Town. B&L will provide Construction Observation services for this project as follows:

§ 3.7.2 Perform administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the RPR, the Owner and the Architect. The RPR shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

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§ 3.7.3 Review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner. If an update indicates that the previously approved Project schedule may not be met, the RPR shall recommend corrective action to the Owner and Architect.

§ 3.7.4 Utilizing the submittal schedules provided by each Contractor, the RPR shall prepare, and revise as necessary, a Project submittal schedule.

§ 3.7.5 The RPR shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The RPR shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.7.6 The RPR shall coordinate tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.7.7 The RPR shall coordinate the review and processing of Applications for Payment by Contractors for progress and final payments and shall provide updates to the Architect on job progress.

§ 3.7.8 The RPR shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of observed defects and deficiencies in the Work. The RPR shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by the Contractor or any other Constructor. The RPR shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 3.7.9 The RPR shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, work hours, visitors, identification of equipment, Work accomplished, problems encountered, and other similar relevant data. The RPR shall collect, review for accuracy, and compile the Contractors' daily logs.

§ 3.7.10 The RPR shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Contract Documents, and provide its written recommendation. The RPR shall assist in the resolution of questions that may arise.

§ 3.7.11 The RPR shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.7.12 The RPR shall not advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of the Owner or the Contractors. The RPR's responsibilities for review of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the RPR.

§ 3.7.13 The RPR shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by the Contractor or any other Constructor. The RPR shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 3.7.14 The RPR shall not authorize any deviation from the Contract Documents or undertake any of the responsibilities of the Contractor, Subcontractors, or Suppliers, or any Constructor.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Complete
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Complete
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect, 4.1.2.1.1
§ 4.1.1.9 Landscape design	Architect, 4.1.2.1.2
§ 4.1.1.10 Architectural interior design	Architect, 4.1.2.1.3
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project observation	Architect, 3.7
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect, 4.1.2.1.4
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Owner, 4.1.2.1.4
§ 4.1.1.22 Security evaluation and planning	Owner, 4.1.2.1.5
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner, 4.1.2.1.6
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2.1 Existing Facilities and Property Surveys (§ 4.1.1.4)

Architect shall provide all facility and property survey information necessary for the Architect's use in design of the project. This shall include: topographic survey, utility identification and location survey, updated property and boundary survey, geotechnical and soil boring surveys, and soil material sampling.

§ 4.1.2.1.1 Civil Engineering (§ 4.1.1.8) Professional services for civil engineering, other site related design services are included in the Architect's as a Basic Service.

1. Area of design to include that illustrated in Option 3 – New Construction of the Feasibility Study, dated August 14, 2024.
2. Design Services include:
 - a. Site demolition related to the demolition of an existing structure on the proposed property.
 - b. Overall grading with building elevations, overland drainage patterns and stormwater management locations. It assumes no downstream drainage improvements are required.
 - c. Overall utility design with consideration/inverts of sanitary, water and storm sewer improvements including utility service connections.
 - d. Overall paving design with consideration of geometrics and landscape areas.
 - e. Investigation of existing storm water system, permitting and calculations.
 - f. In accordance with the August 12, 2024 SEQR Response Letter, the following items are noted relative to this contract:
 - i. Item 2.: A Comprehensive Plan, for walkability and multimodal transportation is excluded from this contract.
 - ii. Item 3.: The new proposed site development will include a roadway connection to the existing one-way Bernard Street, it does not include any other street improvement to Bernard Street.
 - iii. Item 3.b.: Proposed site design will include installation of ADA compliant sidewalks along the frontage of Duaneburg Rd/NY 7; design does not include any improvements or development of walkways beyond the new proposed property or site.
 - iv. Item 3.h.: Design does not include connection to the Mariaville Rd & Princetown Rd bus stop.

§ 4.1.2.1.2 Landscape Architecture (§ 4.1.1.9)

1. Area of design to include the exterior perimeter of building footprint and property.
2. Demolition of existing site vegetation and landscape elements associated with the new proposed project.
3. Design of finish grading, lawn seeded or sodded and mulched areas.
4. Selection, drawings and specifications for plantings of bushes, perennials, trees and other typical plants.
5. Coordination with Town to conform with zoning requirements for landscaping.
6. Preparation of landscaping plan for use in the zoning/planning approval process and attendance at public meeting.
7. Services do not include improvements to other areas outside of the project site or property.

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§ 4.1.2.1.3 Interior Design Services / Signage (§ 4.1.1.10)

1. Interior Design Service will include:

- a. Provide material and finish color range options.
- b. Meet with the Town to select and refine the preferred color theme.
- c. Meet with the Owner and select the specific interior finishes, materials, and colors.
- d. Design Owner approved patterns for the finishes, materials, and colors.
- e. Coordinate selected finish application with building design and interior wall layouts.

§ 4.1.2.1.4 As-constructed record drawings (§ 4.1.1.16)

1. Architect will provide as-constructed record drawings following substantial completion of the project.
2. As-constructed record drawings will include the conformed project documents created at the start of construction, consisting of the bid documents and addendums issued during bidding; and inclusive of as-constructed red-line as-builts prepared by each contractor for the project.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2.2 Telephone, Computer, Multimedia and Other Special Systems (§ 4.1.1.21)

The Architect is not responsible for the design and coordination of the telephone, computer, 911 or 311 call center and other special systems not a part of the building's power, lighting, mechanical, fire suppression, fire alarm, low voltage wiring, access control, paging and control systems. Architect will coordinate with Owners vendor and Architect shall design conduits, electrical boxes and power to allow for Owner designed system.

§ 4.1.2.2.3 Security Evaluation and Planning (§ 4.1.1.22)

The Architect is not responsible for the design and coordination of building or property security systems, evaluation or planning which is not a part of the building's power, lighting, mechanical, fire suppression, fire alarm, low voltage wiring, access control, paging and control systems. Architect will coordinate with Owners vendor and Architect shall design conduits, electrical boxes and power to allow for Owner designed systems.

§ 4.1.2.2.4 Furniture Design Services (§ 4.1.1.28)

The Architect will assist the Owner with Furniture Design Services as follows:

1. Work with the Owner to determine the facility's furniture needs.
1. Work with the Owner's furniture vendor to determine furniture needed.
2. Work with the Owner's furniture vendor to review options, layouts, selection, and refinement, with the Owner using plan drawings and furniture lists.
3. Review with the Owner's furniture vendor, furniture manufacturer and quality level options along with their estimated costs for review with the Owner.
4. Coordinate the furniture with the building interior finishes colors and textures.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document B204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase and Construction Observation Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 On average of one (1) site visit every four weeks for sixteen (16) months (16) visits to the site by the Architect during construction
- .3 Forty (40) straight-time hours per week for sixteen (16) months, the services of a Resident Project Representative have been included in the Construction Observation Phase.
- .4 On average of bi-weekly project meetings, two (2) per month for sixteen (16) months, at the site by the Resident Project Representation during construction.
- .5 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .6 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

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Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document B204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

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- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding

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dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction
(Paragraphs deleted)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

Init.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero Dollars.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Zero Dollars

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1	SCOPE OF ARCHITECTS BASIC SERVICES (LUMP SUM)	PHASE COST
	CONSTRUCTION DOCUMENT SERVICES	
3.2	Schematic Design Phase Services	\$650,000
	A. Traffic Impact Study	Included
	B. Soil Borings and Geo-Technical Reporting	Included
	C. Topographic & Boundary Survey	Included
3.3	Design Development Phase Services	\$700,000
3.4	Construction Documents Phase Services	\$800,000
3.5	Procurement Phase Services	\$50,000
	Construction Document Services Sub Total:	\$2,200,000
	CONSTRUCTION PHASE SERVICES	
3.6	Construction Phase Services	\$895,000
3.7	Construction Observation Services (Billed Hourly at \$200/hr)	\$600,000
	Construction Phase Services Sub Total:	\$1,495,000
	Basic Service Fee Total:	\$3,695,000

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in Basic Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Exhibit B, Barton & Loguidice Billing Rates for Calendar Year 2024

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

(Table deleted)

(Paragraph deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B, Barton & Loguidice Billing Rates for Calendar Year 2024

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1

(Paragraphs deleted)

Permitting and other fees required by authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, and standard form documents;

.3 Postage, handling, and delivery;

.4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

.6 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

.7 All taxes levied on professional services and on reimbursable expenses;

(Paragraphs deleted)

.8 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Direct cost of any additional required insurances required from the Architects insurance provider.

Init.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

One and one half percent (1-1/2%) per Month.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

None.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Exhibits:

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Town Court and Police Facility Feasibility Study, dated August 14, 2024

Exhibit B: Barton & Loguidice Billing Rates for Calendar Year 2024

(Paragraph deleted)

This Agreement entered into as of the day and year first written above.



OWNER *(Signature)*

Mollie Collins
Town Supervisor
Town of Rotterdam

(Printed name and title)

ARCHITECT *(Signature)*

Donald H. Fletcher, P.E.
Executive Vice President
Barton & Loguidice, DPC.

(Printed name, title, and license number, if required)

Init.

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User Notes:

(1328507768)

EXHIBIT A



Prepared for:

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306



Prepared by:

Barton & Loguidice
10 Airline Drive Suite 200
Albany, New York 12205

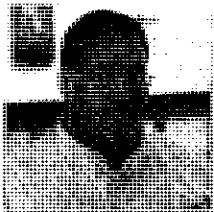


TOWN COURT AND POLICE FACILITY FEASIBILITY STUDY

PUBLIC INFORMATIONAL MEETING

AUGUST 14, 2024

Introductions and Presentation Outline



Timothy R. Bivens, R.A., AIA, NCARB
Vice President
tbivens@bartonandloguidice.com



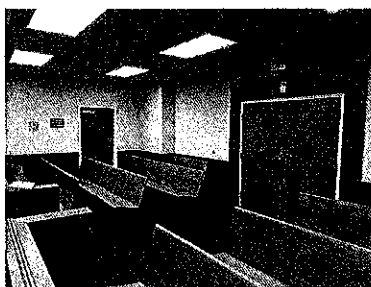
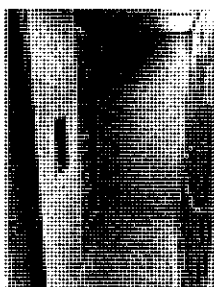
Timothy R. Bivens, R.A., AIA, NCARB
Vice President
tbivens@bartonandloguidice.com

- Project Needs
- Option – 1 Existing Building Renovation/Addition
- Option – 2 Existing Viaport Renovation/Addition & Relocation
- Option – 3 New Construction & Relocation
- Option Comparison
- Cost Analysis Summary
- Questions and Discussion

Project Needs

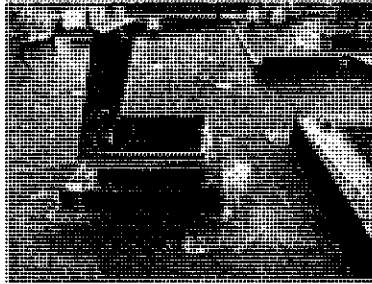
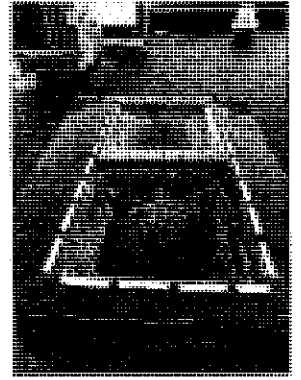
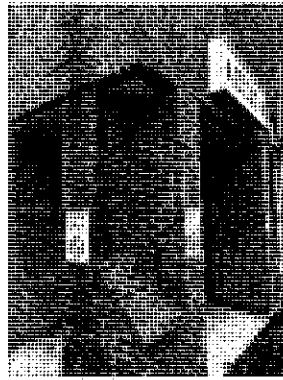
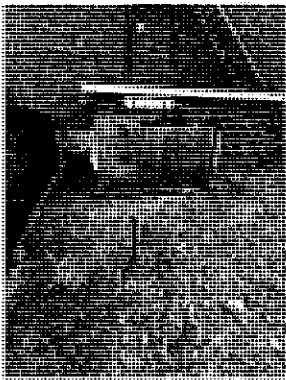
Critical Deficient items identified in the Feasibility Study:

- Existing building is difficult to modify to meet current building code requirements for a Type IV Essential Needs Facility, especially for a building built in the 1920's.
- Life Safety Systems and Means of Egress are inadequate for building use and function. Thus existing building is not ADA compliant.
- Building envelope components do not meet current energy code requirements and would be difficult to achieve.
- The existing 14,000 sf building is not large enough to accommodate the current program needs of the Town Court & Police. The program need is approximately 39,500 sf.
- Staff workspace is inadequate and over-crowded; separate secure workspace is needed.
- The existing building site is too small to accommodate future expansion with adequate parking.
- Building mechanical, electrical and plumbing systems are past their useful life, and are not efficient. Do to space limitation and building configuration it would be difficult to upgrade these systems.



Project Needs – Existing Photo Documentation

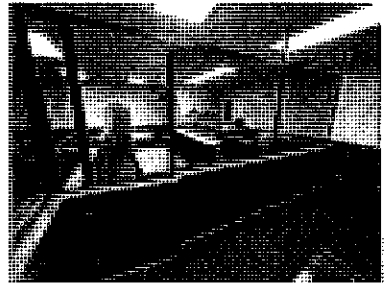
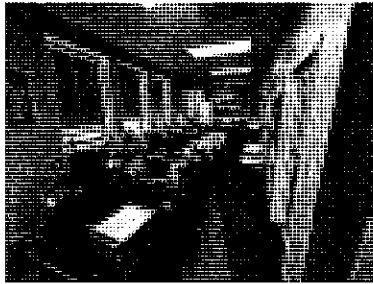
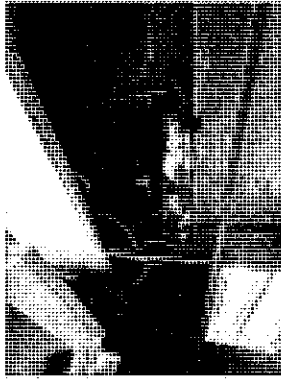
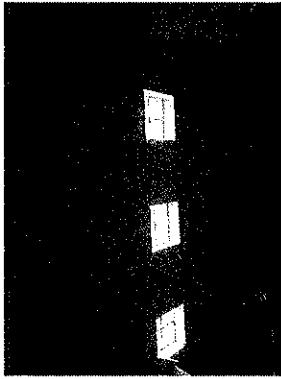
**Barton
& Loguidice**



TOWN OF ROTTERDAM TOWN COURT AND POLICE FACILITY FEASIBILITY STUDY

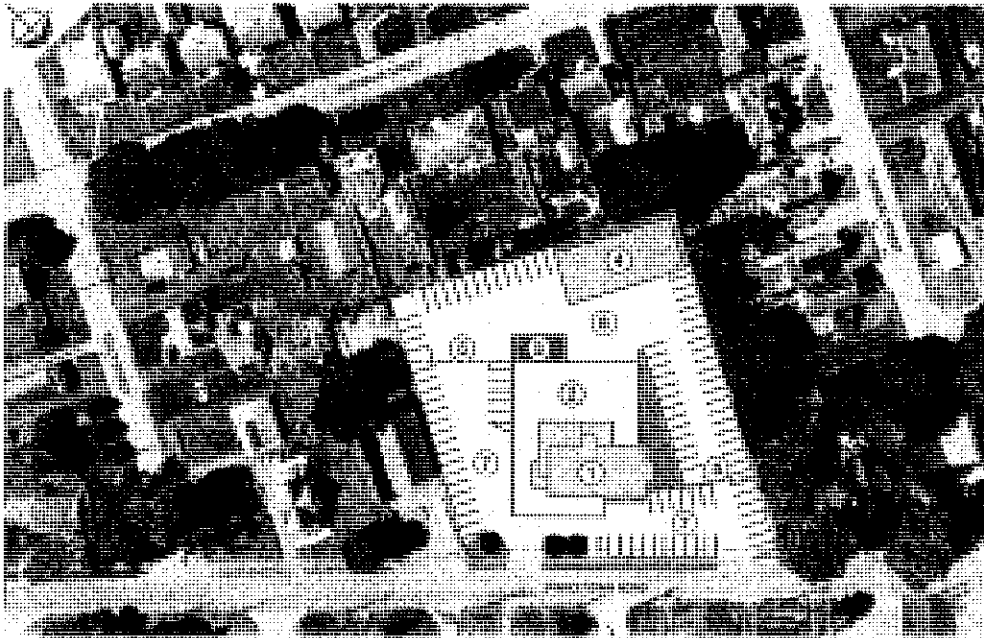
Project Needs – Existing Photo Documentation

**Barton
&Loguidice**



TOWN OF ROTTERDAM TOWN COURT AND POLICE FACILITY FEASIBILITY STUDY

Option 1 - Existing Building Renovation and Addition



Legend

- ① Existing – Police and Court Building
- ② Building Addition – Police and Court
- ③ Building Addition – Sally Port
- ④ New Construction – Evidence Storage
- ⑤ Security Gate Entrances
- ⑥ Secure Parking – 48 Spots
- ⑦ Public Parking – 44 Spots

Parking Calculations

Government Administration (Table 1)
5 Parking Spaces per 1,000 SF
198 Parking Spaces required
92 Parking Spaces provided

Pros

- Property Owned by the Town
- Centrally located

Cons

- Relocation logistics to accommodate construction sequencing
- Limited expansion opportunity
- Inadequate parking
- Challenges to upgrade to an Essential Need Facility
- Multistory Facility; vertical circulation and proper egress will be difficult to address

Option 2 - Existing Viaport Renovation & Relocation

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Legend

- ① Renovation – Courts
- ② Renovation – Police
- ③ Addition – Sally Port
- ④ Future Expansion
- ⑤ New Construction – Evidence Storage
- ⑥ Secure Parking – 47 Spots
- ⑦ Public Parking – 150+ Spots

Parking Calculations

Government Administration (Table 1)
5 Parking Spaces per 1,000 SF

198 Parking Spaces required

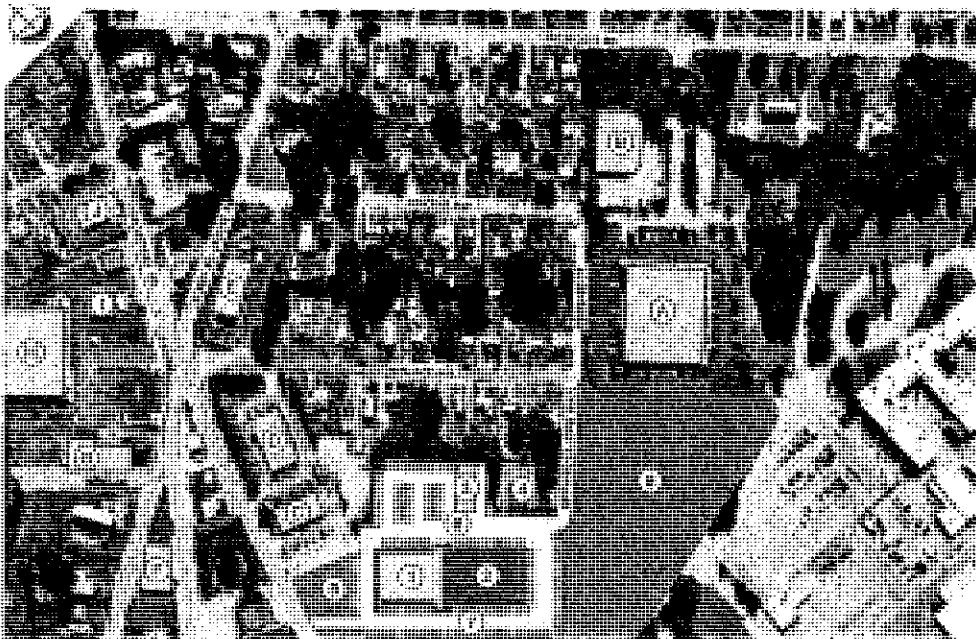
Pros

- Expansion opportunities available
- Adequate parking
- Single Story Facility

Cons

- Building would have to be purchased by the Town
- Surrounding property would still be owned by the landlord and leased by the Town
- Not Centrally located
- Facility located in Aquifer District

Option 3 - New Construction



Legend

- ① New Construction – Courts
- ② New Construction – Police
- ③ New Construction – Evidence Storage
- ④ Existing Water Tower – Future Expansion
- ⑤ New Green Space
- ⑥ Parking – 90 Spots
- ⑦ Parking – 118 Spots
- ⑧ Industrial Park Open Space

Parking Calculations

Government Administration (Table 1)
5 Parking Spaces per 1,000 SF

198 Parking Spaces required

208 Parking Spaces provided

Pros

- Centrally located
- Expansion opportunities available
- Adequate parking
- Single Story Facility

Cons

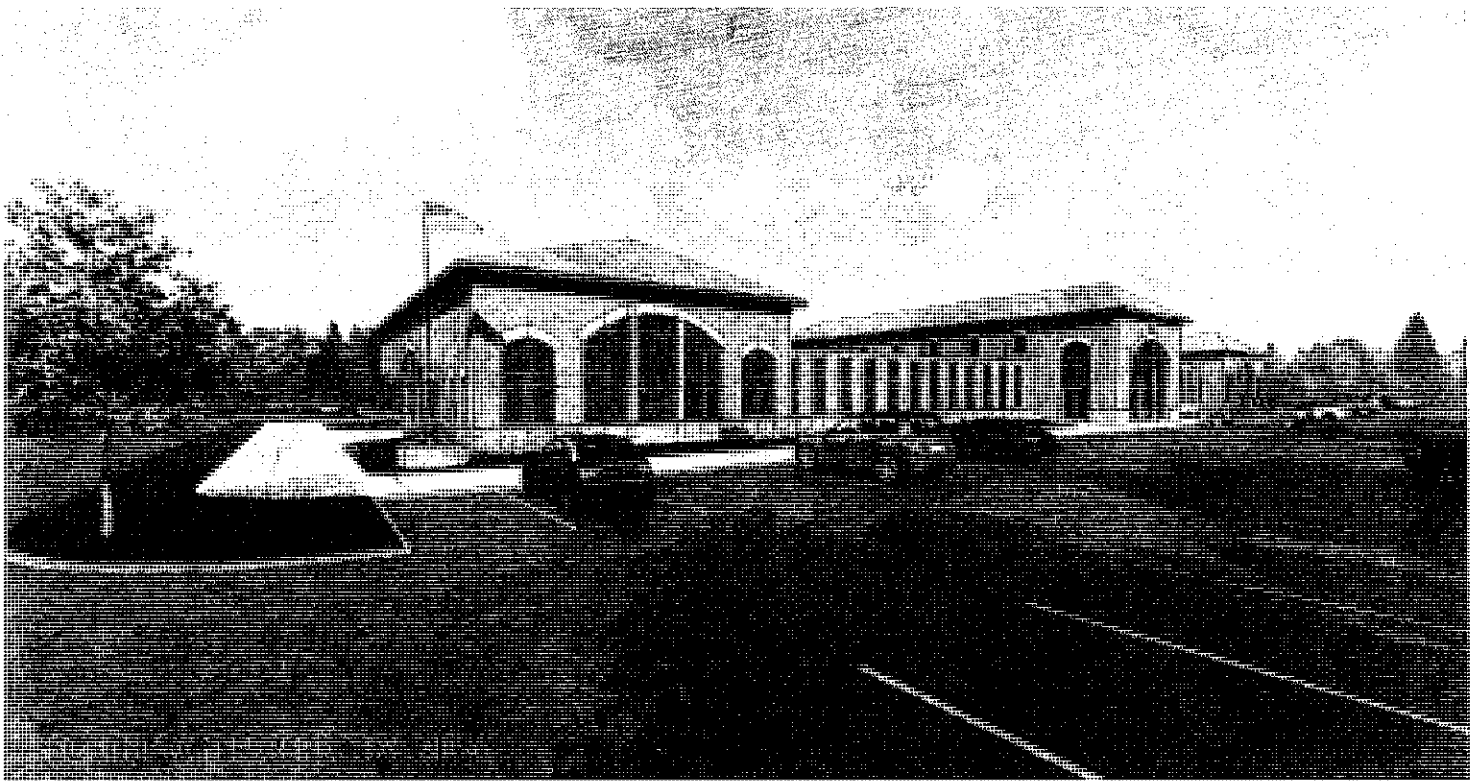
- Property would have to be purchased by the Town

Surrounding Businesses:

A. NYS Dept. of Environmental Conservation	E. McDonalds	I. Subway
B. Rotterdam Branch Library	F. Gas Station	J. Dunkin
C. Little Scholars Learning Center	G. Lucia Two-Go Pizza	
D. Tops American Grill, Bakery & Bar	H. Aldi	

Option 3 – Conceptual Rendering

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TOWN OF ROTTERDAM TOWN COURT AND POLICE FACILITY FEASIBILITY STUDY

Option Comparison

Project Scope	OPTION 1 Existing Building Renovation & Addition	OPTION 2 Existing Viaport Renovation & Relocation	OPTION 3 New Construction
Logistics	Relocation Needed to Renovate	Move In at Completion	Move In at Completion
Occupied Space (Program Need)	14,100 SF (Plus 25,400 SF Addition)	39,500 SF	39,500 SF
Essential Needs Facility	Upgrades needed to meet Risk Category IV (difficult to achieve)	Upgrades needed to meet Risk Category IV	Would be Designed to meet Risk Category IV
Parking	Inadequate	Adequate Available	Adequate Available
Meeting Space	Inadequate present; Adequate future	Adequate Available	Adequate Available
Audio/Video	Upgrade	Adequate Available	Adequate Available
Location in Town	Central/West	West	Central
Access Roads	Local – Princetown Road	Local – West Campbell/I-890	Local – Duanesburg Road
Structure	Block/Brick	Block/Paint	Block/Brick
Expansion Potential	Very Limited	Yes – 87,500 SF Available	Yes
Lot Coverage	Yes	Yes	Yes
Greenspace	No	No	Yes
Vertical Access	3 Floors/Non compliant Elevator currently; future would be compliant	At Grade	At Grade
Accessibility	Currently Non compliant Elevator/Doors/Restrooms; future would be ADA compliant	At Grade	At Grade
Natural Lighting & Ventilation (Windows)	Yes	Limited	Yes
Adjacent Site/Building Control	N/A	Building No	N/A
Located in Aquifer District	No	Site No – controlled by landlord Yes	No

Cost Analysis Summary



	OPTION 1 Existing Building Renovation & Addition	OPTION 2 Existing Viaport Renovation & Relocation	OPTION 3 New Construction
Capital Cost	\$31,500,000	\$27,000,000	\$28,500,000
Year 1 Annual Costs	\$241,500	\$279,200	\$213,200
Total Cost – 30 Year	\$67,500,000	\$62,700,000	\$60,900,000

Based on the Feasibility Study and the Options identified it appears that Option 3 is the most viable solution.

Cost to a typical property owner for a \$200,000 home is \$128/yr.

Option 3 – Due Diligence since 1st Informational Meeting

Phase I Environmental Site Assessment (ESA) Conclusions

- Low Level petroleum impacts were reported to be present during a tank removal at Maple Pine Manor.
- The Spill Case was closed by NYSDEC but classified as not meeting cleanup standards.
- Potential that contamination had migrated to the subject property by shallow groundwater transportation or along subsurface utility trenches.

Hazardous Material Inspection

- Four suspect materials sampled for asbestos were found to contain asbestos.
- One suspect material sampled for lead-based paint was found to contain lead-based paint.
- No visible caulk was identified to contain PCB.

Phase II Environmental Site Assessment (ESA) Conclusions

- Contaminants in groundwater are not present.
- The recognized environmental condition (REC) associated with potentially impacted groundwater and/or indoor air quality has been evaluated, and no longer appears to be an environmental concern at the property.
- Further investigation does not appear to be needed.

State Environmental Quality Review (SEQR)

- Completed negative declaration

Questions and Discussion

**Barton
&Loguidice**

The experience to
listen
The power to
solveSM

BartonandLoguidice.com



TOWN OF ROTTERDAM TOWN COURT AND POLICE FACILITY FEASIBILITY STUDY

Barton & Loguidice
Billing Rates for Calendar Year 2025

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Principal	Executive Manager	P12	305.00
Senior Vice President	Executive Manager	P12	305.00
Vice President	Manager V	P11	270.00
Senior Associate	Manager IV	P10	240.00
Associate	Manager III	P9	225.00
Senior Managing Engineer	Manager II	P8	215.00
Senior Managing Hydrogeologist	Manager II	P8	215.00
Senior Managing Industrial Hygienist	Manager I	P7	205.00
Senior Managing Landscape Architect	Professional VI	P6	190.00
Senior Consultant	Manager V	P11	270.00
Chief Asset Management Specialist	Manager IV	P10	240.00
Chief Engineer	Manager II	P8	215.00
Senior Project Manager	Manager II	P8	215.00
Senior Construction Manager	Professional VI	P6	190.00
Managing Architect	Professional V	P5	170.00
Managing Community Planner	Professional IV	P4	155.00
Managing Engineer	Professional VI	P6	190.00
Managing Hydrogeologist	Professional VI	P6	190.00
Managing Industrial Hygienist	Professional IV	P4	155.00
Managing Landscape Architect	Professional V	P5	170.00
Lead Architect	Professional V	P5	170.00
Lead Asset Management Specialist	Manager III	P9	225.00
Lead Engineer	Professional VI	P6	190.00
Lead Environmental Scientist	Professional VI	P6	190.00
Lead Hydrogeologist	Professional VI	P6	190.00
Lead Landscape Architect	Professional IV	P4	155.00
Project Manager	Professional VI	P6	190.00
Construction Manager	Professional V	P5	170.00
Senior Staff Sustainability Specialist	Professional III	P3	143.00
Senior Project Asset Management Specialist	Professional VI	P6	190.00
Senior Project Engineer	Professional V	P5	170.00
Senior Project Environmental Scientist	Professional III	P3	143.00
Senior Project Hydrogeologist	Professional II	P2	126.00
Senior Project Landscape Architect	Professional III	P3	143.00

Barton & Loguidice

Billing Rates for Calendar Year 2025

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Senior Staff Engineer	Professional V	P5	170.00
Senior Staff Environmental Scientist	Professional III	P3	143.00
Senior Staff Hydrogeologist	Professional II	P2	126.00
Project Architect	Professional IV	P4	155.00
Project Community Planner	Professional II	P2	126.00
Project Engineer	Professional IV	P4	155.00
Staff Architectural Designer	Professional III	P3	143.00
Staff Asset Management Specialist	Manager I	P7	205.00
Staff Engineer	Professional IV	P4	155.00
Staff Environmental Scientist	Professional II	P2	126.00
Staff Field Scientist	Professional II	P2	126.00
Staff Hydrogeologist	Professional II	P2	126.00
Staff Industrial Hygienist	Professional II	P2	126.00
Assistant Landscape Architect II	Professional II	P2	126.00
Community Planner II	Professional I	P1	110.00
Engineer II	Professional III	P3	143.00
Environmental Scientist II	Professional I	P1	110.00
Assistant Landscape Architect I	Professional II	P2	126.00
Community Planner I	Technician II	T2	100.00
Engineer I	Professional II	P2	126.00
Environmental Scientist I	Technician II	T2	100.00
Hydrogeologist I	Technician II	T2	100.00
Industrial Hygienist I	Technician I	T1	87.00
Architectural Designer II	Technician IV	T4	130.00
Engineering Designer II	Technician VI	T6	160.00
Engineering Designer I	Technician IV	T4	130.00
Senior Engineering Technician	Technician V	T5	143.00
Senior Environmental Technician	Technician I	T1	87.00
Senior Architectural Technician	Professional I	P1	110.00
Engineering Technician	Technician III	T3	117.00
Environmental Technician	Technician I	T1	87.00
Resident Engineer	Construction IV	C4	147.00
Senior Inspector	Construction III	C3	134.00
Inspector	Construction II	C2	126.00

Barton & Loguidice

Billing Rates for Calendar Year 2025

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Senior Project Accountant	Technical Assistant II	TA2	100.00
Project Accountant	Technical Assistant I	TA1	84.00
Senior Marketing Specialist	Technical Assistant II	TA2	100.00
Senior Communications Specialist	Technician III	T3	117.00
UAS Operator	Technician III	T3	117.00
Marketing Specialist	Technical Assistant I	TA1	84.00
Communications Specialist	Technician III	T3	117.00
Engineering Aide	Technical Assistant III	TA3	118.00
Office Administrator	Technical Assistant I	TA1	84.00
Senior Group Technical Assistant	Technical Assistant II	TA2	100.00
Group Technical Assistant	Technical Assistant I	TA1	84.00
Intern - Technical	Technician I	T1	87.00

CONTRACT FOR PURCHASE AND SALE OF PROPERTY

THIS CONTRACT FOR PURCHASE AND SALE OF PROPERTY (this “Contract”) is made and entered into this 17th day of March, 2025 (the “Effective Date”), by and between **LESLIE J. ZAMPINO** and **ROBERT N. ZAMPINO** (collectively, “Seller”), and the **TOWN OF ROTTERDAM**, a municipal corporation organized under the laws of the State of New York, having an address at 1100 Sunrise Boulevard, Rotterdam, New York 12306 (together with its assigns, “Buyer”).

RECITALS:

A. Seller is the owner of that certain tract of land (the “Land”) designated as Section 48.19, Block 13, Lot 16 on the official Tax Map of the Town of Rotterdam and more commonly described as 369 Duanesburg Road, Rotterdam, New York 12306.

B. Buyer desires to purchase the Property (as hereinafter defined) from Seller on the terms and conditions set forth in this Contract.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

SECTION 1. Description of Property. The property now owned by Seller that is the subject of this Contract is as follows:

(a) The Land, containing approximately 3.67 acres.

(b) All rights, privileges and easements appurtenant to the Land, including, without limitation, all rights of view, light and air, mineral and subsurface rights, development rights, zoning rights, water rights, sewer and drainage rights, rights of way, rights of ingress and egress, roadways, parking areas, roadbeds, alleyways and reversions or other appurtenances used in connection with the beneficial use and ownership of the Land, and all of Seller’s rights in any utility agreements and public water, public sewer and engineering plans (collectively, the “Appurtenances”).

(c) All improvements and fixtures located on the Land and all buildings, structures and amenities now or hereafter located on the Land, if any (collectively, the “Improvements”).

The Land, the Appurtenances and the Improvements are hereinafter sometimes collectively called the “Property”.

SECTION 2. Sale of Property. Seller hereby agrees to sell and Buyer hereby agrees to purchase the Property subject to and in accordance with the terms and conditions set forth in this Contract. The purchase price (the “Purchase Price”) to be paid by Buyer for the Property shall be Eight

Hundred Twenty-Two Thousand Five Hundred and 00/100 Dollars (\$822,500.00). The Purchase Price shall be paid by Buyer in cash at the Closing.

SECTION 3. Closing Date.

(a) A "Business Day" shall be any day on which national banks in Rotterdam, New York are open for business. The closing of the purchase and sale of the Property (the "Closing") shall take place on a Business Day specified by Buyer provided that the Closing shall take place on or before the Closing Deadline (hereinafter defined). The "Closing Deadline" shall be the date that is forty-five (45) days after the end of the Inspection Period (as hereinafter defined) and if the Closing Deadline is not a Business Day, then the Closing Deadline shall be extended to the next succeeding Business Day. The date on which the Closing of the Property actually occurs as determined and provided pursuant to the terms of this Section 3 is herein referred to as the "Closing Date". The Closing shall take place not later than 5:00 p.m. on the Closing Date. The Closing may be held remotely or at the offices of the attorney or Title Company selected by Buyer.

(b) Seller shall have the option to remain in possession of the Property subsequent to the closing of title for a period of 90 days after the completion of Closing (the "Post-Closing Occupancy Period"). Upon delivery of possession of the Property, the Property shall be free of violations of law and municipal ordinances and shall be in a physical condition equal to that which existed at the time of Closing. Possession of the Property by Seller during the Post-Closing Occupancy Period and any holdover by Seller of the Post-Closing Occupancy Period shall be that of a licensee. Risk of casualty loss during the Post-Closing Occupancy Period and any holdover by Seller of the Post-Closing Occupancy Period shall be borne by the Seller. Seller agrees to maintain and keep in full force and effect all property, fire, business and liability insurance for the Property and shall name Purchaser as additional insured on all certificates of insurance. Seller shall indemnify Purchaser of all liability incurred during the Post-Closing Occupancy Period and any holdover by Seller of the Post-Closing Occupancy Period.

SECTION 4. Survey; Subdivision; Title.

(a) Buyer may obtain a physical and boundary survey of the Land (the "Survey"). The cost of the Survey shall be borne by Buyer.

(b) At the Closing, Seller shall deliver, or cause to be delivered, to Buyer a Warranty Deed in form and content reasonably satisfactory to Buyer's counsel with documentary or other required stamps to be affixed thereto at Seller's expense, conveying to Buyer good, indefeasible, fee simple, marketable and insurable title to the Property, such title to be insurable both as to fee and marketability at regular rates by a title insurance company of Buyer's choice (the "Title Company"), subject only to the Permitted Exceptions (as defined below).

(c) The Property shall be conveyed by Seller to Buyer free and clear of all liens, encumbrances, claims, rights-of-way, easements, leases, restrictions and restrictive covenants, except for the Permitted Exceptions. For purposes of this Section, the term "Title Exceptions" shall mean any defects in, interests in, exceptions to, or conditions, liens, encumbrances or other matters of record relating to the title to the Property, whether evidenced by written instrument, disclosed on a survey or

otherwise evidenced; any encroachments upon or by the Property; any boundary disputes regarding the boundaries of the Property; and the terms, provisions and conditions set forth in any instruments evidencing or referring to any such defects, exceptions, conditions, liens, encumbrances, overlaps, encroachments or boundary disputes or other matters. During the Inspection Period, Buyer shall have the right to study and investigate the title to the Property (including the Survey) to the extent it deems necessary. Buyer shall have the right to make objections to any Title Exception (collectively, the "Objections") on or prior to the end of the Inspection Period. In the event Buyer notifies Seller of any Objections, then Seller shall have fifteen (15) days after the receipt of such notice within which to notify Buyer as to whether Seller will cure any or all of the Objections. If Seller does not respond within such fifteen (15) day period, then Seller shall be deemed to have elected not to cure any of Buyer's Objections. In the event Seller elects to cure any of the Objections, then Seller, at Seller's sole cost and expense, shall do so within thirty (30) days after receipt of the Objections as a covenant of Seller hereunder. In the event Seller elects not to cure any of the Objections or is unable to cure any of the Objections in the fifteen (15) day time period provided above, then Buyer shall have the right (exercisable within ten (10) days after receipt of notice of Seller's election or the lapse of the fifteen (15) day period specified above) to either (i) terminate this Contract, (ii) waive the uncured Objections and close under the terms of this Contract or (iii) waive the uncured Objections and extend the Closing Date for a reasonable period of time to enable Seller to cure any Objections that Seller is attempting to cure. In the event Buyer elects its option in clause (ii) or (iii) above and any Objection can be cured by a monetary payment, Buyer has the right of making such payment and reducing by a like amount the cash due to Seller at Closing. Those Title Exceptions to which Buyer has not objected or which Buyer accepts in writing shall herein collectively be referred to as the "Permitted Exceptions". Notwithstanding anything set forth herein to the contrary, in no event shall Buyer have any obligation to object to any judgment, mechanic's lien, materialman's lien, mortgage or deed of trust lien or any Title Exception arising on or after the Effective Date and unless specifically consented to in writing by Buyer, such items shall in no event be Permitted Exceptions.

SECTION 5. Inspection Period.

(a) For purposes hereof, the "Inspection Period" shall be the period commencing on the Effective Date and ending at 5:00 p.m. thirty (30) days thereafter; provided, however, that if such day is not a Business Day, then the Inspection Period shall end on the next Business Day.

(b) Buyer, with Seller's reasonable cooperation, shall have the right to make all such inspections of the Property as Buyer deems desirable prior to Closing. Buyer agrees to indemnify and hold Seller harmless from all liabilities, claims, damages, liens, costs and expenses (including reasonable attorneys' fees) in connection with its inspection of the Property. Buyer is authorized to conduct customary environmental inspections of the Property. Notwithstanding anything set forth herein to the contrary, Buyer shall in no event be liable to Seller or any other party for any reduction in the value of the Property caused by Buyer's discovery of any condition or state of facts affecting the Property, such as the existence of any hazardous substances or materials on the Property.

(c) On or before the date that is five (5) business days after the Effective Date, and thereafter immediately upon Buyer's request, Seller shall provide Buyer copies of all title and other information regarding the Property in Seller's possession or reasonably available to Seller, including, but not limited to, title insurance policies, copies of all documents relating to all title

exceptions, surveys, site plans, deeds, environmental reports, engineering and soil tests and studies, inspection reports, zoning letters and other information.

(d) Prior to the expiration of the Inspection Period, Buyer may, for any reason or for no reason, elect to terminate the Contract by giving written notice of such decision to Seller. In the event such notice of termination is given at any time prior to the expiration of the Inspection Period, and after any such termination, neither party hereto shall have any remaining obligation or liability to the other except as to the indemnity provisions set forth in Section 5(b) above and Section 9 below.

SECTION 6. Closing Costs. Buyer shall pay for the preparation of the deed, the cost of recording the deed and any instruments to be recorded under the terms of this Contract with respect to the Property. Buyer shall also pay for the cost of any title insurance Buyer elects to purchase. Seller shall pay for the title searches and transfer tax stamps to be affixed thereto and the cost of discharging any mortgage, lien or title encumbrance other than those permitted hereunder.

SECTION 7. Settlement Adjustments. Unless otherwise specified in this Contract, all income, expenses and costs related to the Property shall be prorated as of the Closing Date, as follows:

(a) Seller shall pay all ad valorem property taxes respecting the Property for that portion of the calendar year through the Closing Date (the Purchase Price to be reduced by such amount), and Buyer shall pay the remaining portion of the ad valorem property taxes; in the event either the tax assessment or tax rate for the year in which the Closing occurs is not known as of the Closing Date, the parties shall prorate at Closing on the basis of the last known values and rates and adjust the prorations once such values and rates become known for the year of Closing. If, however, actual ad valorem taxes for the year are determined to be higher or lower, then Seller and Buyer agree that an adjustment shall be made within thirty (30) days after the date on which either party hereto makes a request for such adjustment. Seller shall be responsible for all rollback, deferred and other similar ad valorem or real estate taxes with respect to the Property, which Seller agrees to pay in full at the Closing from the portion of the Purchase Price paid to Seller in cash at Closing.

(b) To the extent that the amount of any of the items above shall not be available for exact proration as of the Closing Date, Seller or its representative and Buyer or its representative shall meet as soon as possible after the Closing and compute and settle and adjust or readjust the closing prorations between the parties as of the Closing Date and this provision shall survive the Closing.

SECTION 8. Covenants of Seller. Between the Effective Date and the Closing Date, (i) Seller shall continue to maintain the Property in good condition and repair, ordinary wear and tear alone excepted, and shall not cause or permit any waste respecting the Property and (ii) Seller shall not take any action that would adversely affect the value or title to the Property or place, consent or permit any lien, judgment or other encumbrance to affect title to the Property. Furthermore, Seller will not initiate, carry on negotiations, or otherwise solicit or accept offers, for the sale or lease of the Property through the Closing Date or earlier termination of this Contract.

SECTION 9. Brokerage Commission. Buyer and Seller each represent and warrant to the other, that it has not dealt with any agent, realtor or broker in connection with this transaction and each party agrees to indemnify and hold the other harmless from and against any and all claims and demands and the costs and expenses thereof, including reasonable attorneys' fees, arising out of any other brokerage commission, fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Contract based upon an agreement alleged to have been made or other action alleged to have been taken by the indemnifying party. This Section shall survive the Closing.

SECTION 10. Eminent Domain. If, prior to the Closing Date, all or any part of the Property is taken by eminent domain or if condemnation proceedings are commenced, Buyer shall have the option, by giving written notice to Seller, to terminate this Contract. If Buyer does not so elect to terminate this Contract, the Contract shall remain in full force and effect and Seller shall assign, transfer and set over to Buyer at the Closing all of Seller's right, title and interest in and to any awards that may be made for such taking.

SECTION 11. Representations and Warranties of Seller. In addition to the other warranties and representations set forth herein, Seller hereby makes the following representations and warranties to Buyer, each of which shall be deemed material:

(a) The execution, delivery and performance of this Contract and the closing documents by Seller and the execution, delivery and performance by each individual and/or entity signing this Contract on behalf of Seller has been duly authorized and approved by all requisite action on the part of Seller.

(b) To the best of Seller's knowledge, the Property now is, and at Closing will be, in full compliance with applicable zoning and land use laws and other local, state and federal laws and regulations; and Seller does not have knowledge of any proposed change in any such code, law or regulation.

(c) There is no pending or, to the best of Seller's knowledge, threatened or contemplated condemnation or similar proceeding affecting the Property or any portion thereof and there are no uncured notices that have been served by any governmental authority of violations of law, rules or regulations that would affect the Property or any portion thereof or its proposed development.

(d) Seller currently owns, and will own at the Closing Date, marketable and insurable fee simple title in and to the Property, subject only to the Permitted Exceptions and free and clear from all claims, liens and other monetary encumbrances.

(e) Seller has entered into no lease or other agreement, oral or written, not referred to herein that will be binding upon Buyer or the Property; and neither Seller nor the Property is subject to any claim, demand, suit, unfiled lien, proceeding or litigation of any kind, pending, outstanding, threatened or likely to be made or instituted that would in any way be binding upon Buyer or its successors or assigns or that would limit or restrict in any way Seller's right or ability to enter into this Contract and consummate the sale and purchase contemplated hereby.

(f) There are no taxes, charges or assessments of any nature or description arising out of the conduct of Seller's business or the operation of the Property that would constitute a lien against the Property and that will be unpaid at the Closing Date or not paid from Seller's closing proceeds, except for the lien of ad valorem property taxes for the year in which the Closing occurs. There are no rollback taxes or similar taxes applicable to the Property.

(g) No person, firm or entity, other than Buyer, has any rights to acquire or to lease all or any portion of the Property or otherwise to obtain any interest therein and there are no outstanding options, rights of first refusal or negotiation, rights of reverter or rights of first offer relating to the Property or any interest therein. Seller has received no notice of and Seller has no knowledge of any building or other moratorium that would interfere with or prohibit Buyer's development of the Property for its intended use or prohibit Buyer from obtaining the appropriate permits for such development of the Property.

(h) The Property has direct and continuous ingress and egress from publicly dedicated and paved roads. There is no action or proceeding pending or threatened that would impair or curtail such access.

(i) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(j) All representations and warranties of Seller set forth in this Contract are true and correct as of the Effective Date and will be true and correct as of the Closing Date.

Seller shall indemnify and hold Buyer harmless from and against any and all loss, cost, expense or liability incurred by Buyer (including attorneys' fees and court costs) arising out or related to a breach by Seller of any of its representations or warranties set forth in this Contract, including, without limitation, those representations and warranties of Seller set forth in this Section 11.

SECTION 12. Conditions to Buyer's Obligations. In addition to the other conditions set forth herein, the obligations and liabilities of Buyer hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions precedent prior to or simultaneously with the Closing, any of which may be waived by notice from Buyer to Seller:

(a) Seller has complied with and otherwise performed each of the covenants and obligations of Seller set forth in this Contract and Seller is not in default of its obligations and covenants under this Contract.

(b) There has been no change to the title to the Property that has not been cured since the effective date of the title commitment obtained by Buyer and the Title Company has issued an owner's title insurance commitment on the Property in form and substance acceptable to Buyer and is prepared to issue to Buyer at the Closing a fee simple owner's policy, at standard rates, covering the Property in form and substance acceptable to Buyer.

(c) There has been no material, adverse change to the existing topography and landscaping (including, without limitation, trees) located upon the Property and no material waste has occurred thereon.

(d) All representations and warranties of Seller as set forth in this Contract shall be in all respects true and correct as of the Closing Date.

In the event of a failure of any of the conditions precedent set forth above, Buyer shall be entitled to terminate this Contract or shall be entitled to extend the Closing Deadline for a reasonable period (not to exceed ninety (90) days) until such conditions can be satisfied.

SECTION 13. Environmental Matters. Seller represents and warrants that, to the best of Seller's knowledge, no portion of the Property consists of filled land and the Property does not contain any hazardous wastes, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, and in any amendments thereto, or in any regulations promulgated pursuant thereto, or in any applicable state or local law, regulation or ordinance.

SECTION 14. Closing Documents.

(a) At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(i) a duly executed and acknowledged Warranty Deed in recordable form conveying good, fee simple and marketable title to the Land and Improvements subject only to the Permitted Exceptions and using the metes and bounds legal description set forth on the Survey;

(ii) a duly executed lien affidavit warranting and holding Buyer and the Title Company harmless against unpaid laborers' and materialmen's liens;

(iii) such other documents as Buyer's counsel or the Title Company may reasonably request to evidence Seller's authority to execute and perform under this Contract and to execute and deliver all documents conveying the Property to Buyer;

(iv) a certificate given under penalty of perjury and on a form approved under temporary regulations promulgated under Section 1445 of the Internal Revenue Code of 1986, as amended, that Seller is not a foreign person;

(v) possession of the Property free of the rights and claims of others;

(vi) If requested by Buyer, an assignment agreement in a form reasonably acceptable to Buyer conveying to Buyer the Appurtenances;

(vii) all other documents required by this Contract to be delivered by Seller hereunder;

(viii) a certificate from Seller stating that all of the representations and warranties of Seller set forth herein are true and correct as of the Closing Date; and

(ix) such other documents and papers that may be necessary to the consummation of the transaction described in this Contract or may be reasonably requested by Buyer or Buyer's counsel.

(b) At Closing, Buyer shall deliver to Seller:

(i) the Purchase Price due at Closing; and

(ii) such other documents and papers that may be necessary to the consummation of the transaction described in this Contract or may be reasonably requested by Seller or Seller's counsel.

SECTION 15. Assignment. This Contract shall not be assigned by Seller. This Contract shall be assignable by Buyer, with the prior written consent of Seller, provided that the assignee shall be liable for performance of Buyer's obligations hereunder.

SECTION 16. Default and Remedies.

(a) In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Contract or in the event any of the representations and warranties set forth herein are not true and correct as of the Effective Date and as of the Closing Date or in the event of a failure of a Buyer's condition precedent, Buyer shall have the right to enforce an action in equity for specific performance, sue for damages available at law or terminate this Contract by giving written notice to Seller. In any such action by Buyer, Buyer shall be entitled to recover its reasonable attorneys' fees and court costs. The rights and remedies of Buyer under this Contract are cumulative.

(b) In the event of a default or breach by Buyer of any of the covenants or conditions or obligations of Buyer under this Contract, Seller's sole and exclusive remedy shall be to terminate the Contract and sue Buyer for damages in an amount up to, but not exceeding, the Purchase Price, plus reasonable attorney's fees.

SECTION 17. Miscellaneous.

(a) Survival of Provisions. All the warranties, representations and indemnities set forth herein shall, as applicable, survive the Closing and the delivery of the deed and other documents.

(b) Notices. Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given when deposited in Federal Express (or any other reputable national "next day" delivery service) or in the United States mail via registered or certified mail, postage prepaid, return receipt requested, or sent by telecopier (with a copy sent by one of the other methods specified herein) and addressed as follows:

SELLER: Leslie J. Zampino

[REDACTED]
[REDACTED]
Robert N. Zampino
[REDACTED]
[REDACTED]

BUYER: Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306
Attention: Town Supervisor

Either party may, from time to time, by notice as herein provided, designate a different address to which notices shall be sent.

(c) Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the state of New York.

(d) Entire Agreement. This Contract contains the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreements or instruments are merged herein, and no amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

(e) Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) Severability. If any term or provision, or any portion thereof, of this Contract, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

(g) Captions and Headings. The captions and headings throughout this Contract are for convenience and reference only and the words set forth herein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract.

(h) Counterpart Originals. This Contract may be executed in counterparts, each of which shall constitute an original and all of which when taken together shall constitute but one original.

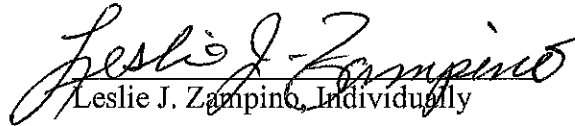
(i) Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach or default in connection with any of the provisions of the Contract, the prevailing party or parties shall be entitled to recover reasonable paralegal and attorneys' fees and other costs incurred in that action or proceeding, including those related to appeals, in addition to any other relief to which it or they may be entitled.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the Effective Date.

SELLER:

LESLIE J. ZAMPINO


Leslie J. Zampino, Individually


Robert N. Zampino, Individually

BUYER:

TOWN OF ROTTERDAM

By: _____
Name: Mollie Collins
Title: Town Supervisor

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the Effective Date.

SELLER:

LESLIE J. ZAMPINO

Leslie J. Zampino, Individually

Robert N. Zampino, Individually

BUYER:

TOWN OF ROTTERDAM

By: Mollie Collins
Name: Mollie Collins
Title: Town 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, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

BOND RESOLUTION NO. 327.24
(SUBJECT TO PERMISSIVE REFERENDUM)

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at Town Hall, in Rotterdam, New York, in said Town, on the 14th day of August, 2024, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Collins, and upon roll being called, there were

PRESENT: Supervisor Collins
Deputy Supervisor Dodson
Councilmembers: Mastroianni, Gallucci, & Schlag

The following resolution was offered by Councilmember **SCHLAG**, who moved its adoption, seconded by Councilmember **DODSON**, to-wit:

BOND RESOLUTION 327.24

DATED AUGUST 14, 2024

A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, THE ISSUANCE OF \$28,500,000 BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF A PARCEL OF LAND AND CONSTRUCTION THEREON OF A NEW POLICE/COURT BUILDING IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital project hereunder described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, the capital project hereinafter described has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the Town Board has determined will not have a significant adverse impact on the environment; and

WHEREAS, it is now desired to authorize the financing of such capital project, NOW,

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

BE IT RESOLVED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. The acquisition of a parcel of land of approximately 3.67 acres located at 369 Duanesburg Road in and for the Town of Rotterdam, Schenectady County, New York, and the construction thereon of a new Police/Court building, including original furnishings, equipment, machinery, apparatus, appurtenances, site work (including demolition of existing building) and incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$28,500,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$28,500,000 bonds of said Town, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty (30) years, pursuant to subdivision 94 based upon subdivisions 11(a) and 21(a) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized **will exceed five years.**

Section 4. The faith and credit of said Town of Rotterdam, Schenectady County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation

with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

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

DATED: August 14, 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 August 14, 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 August 19, 2024.



Diane M. Marco

Diane M. Marco, Town Clerk

NOTICE OF ADOPTION OF RESOLUTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Rotterdam, Schenectady County, New York, at a meeting held on the 14th day of August, 2024, duly adopted the resolution published herewith **subject to a permissive referendum.**

Dated: Rotterdam, New York,
August 14, 2024.

_____/s/ Diane M. Marco

Town Clerk

BOND RESOLUTION NO. 327.24

DATED AUGUST 14, 2024

A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, THE ISSUANCE OF \$28,500,000 BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF A PARCEL OF LAND AND CONSTRUCTION THEREON OF A NEW POLICE/COURT BUILDING IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital project hereunder described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, the capital project hereinafter described has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the Town Board has determined will not have a significant adverse impact on the environment; and

WHEREAS, it is now desired to authorize the financing of such capital project, NOW,
THEREFORE,

BE IT RESOLVED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. The acquisition of a parcel of land of approximately 3.67 acres located at 369 Duaneburg Road in and for the Town of Rotterdam, Schenectady County, New York, and the construction thereon of a new Police/Court building, including original furnishings, equipment, machinery, apparatus, appurtenances, site work (including demolition of existing building) and incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$28,500,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$28,500,000 bonds of said Town, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty (30) years, pursuant to subdivision 94 based upon subdivisions 11(a) and 21(a) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized **will exceed five years.**

Section 4. The faith and credit of said Town of Rotterdam, Schenectady County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

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

DATED: August 14, 2024

BidNet: Please publish on August 16, 2024

Daily Gazette: Please publish once on August 16, 2024

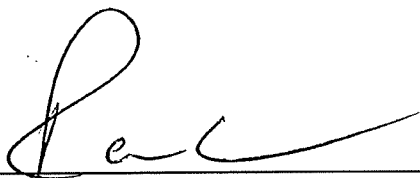
Town Clerk Post

State of New York
County of Schenectady
ss.;

Randall W. Lewis of the City of Schenectady, being duly sworn, says that he is Principal Clerk in the office of The Daily Gazette, Co. Inc. published in the City of Schenectady and that the notice/advertisement, of which the annexed is a printed copy, has been regularly published in Daily Gazette as follows:

1 insertion(s):

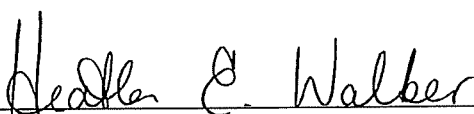
08/16/2024


_____ (signature)

Randall W. Lewis (printed name)

NOTARY PUBLIC

Sworn to me on this 16 day of August 2024

Notary Signature: 

Heather E Walker NOTARY PUBLIC STATE OF NEW YORK Registration No. 01WA0025380 Qualified in Schenectady County Commission Expires 05/30/2028

TOWN OF ROTTERDAM
NOTICE OF ADOPTION
OF RESOLUTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Rotterdam, Schenectady County, New York, at a meeting held on the 14th day of August, 2024, duly adopted the resolution published herewith **subject to a permissive referendum.**
Dated: Rotterdam,
New York,
August 14, 2024.

_____/s/ Diane M. Marco
Town Clerk

BOND RESOLUTION NO.
327.24

DATED AUGUST 14, 2024
A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, THE ISSUANCE OF \$28,500,000 BONDS OF THE Town of Rotterdam, Schenectady COUNTY, NEW YORK, TO PAY THE COST OF THE acquisition of a parcel of land and construction thereon of a new police/court building IN

AND FOR SAID TOWN.
WHEREAS, all conditions precedent to the financing of the capital project hereunder described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, the capital project hereinafter described has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the Town Board has determined will not have a significant adverse impact on the environment; and

WHEREAS, It is now desired to authorize the financing of such capital project, NOW,
THEREFORE,

BE IT RESOLVED, by the
Town Board of the
Town of Rotterdam,
Schenectady County,
New York, as follows:
Section 1. The acquisition of a parcel of land of approximately 3.67 acres located at 369 Duaneburg Road in and for the Town of Rotterdam, Schenectady County, New York, and the construction thereon of a new Police/Court building, including original furnishings, equipment, machinery, apparatus, appurtenances, site work (including demolition of

existing building) and incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$28,500,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$28,500,000 bonds of said Town, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty (30) years, pursuant to subdivision 94 based upon subdivisions 11(a) and 21(a) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed **five years.**

Section 4. The faith and credit of said Town of Rotterdam, Schenectady County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor.

consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

the Constitution.
Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.1502. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect,

the same shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.
Section 10. THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.

**BY ORDER OF THE
ROTTERDAM TOWN
BOARD
DIANE M. MARCO,
TOWN CLERK
DATED: August 14, 2024
15076**

**TOWN OF ROTTERDAM
NOTICE OF ADOPTION
OF RESOLUTION**

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Rotterdam, Schenectady County, New York, at a meeting held on the 14th day of August, 2024, duly adopted the resolution published herewith **subject to a permissive referendum**.
Dated: Rotterdam,
New York,
August 14, 2024.

/s/ Diane M. Marco
Town Clerk

**BOND RESOLUTION NO.
327.24**

**DATED AUGUST 14, 2024
A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, THE ISSUANCE OF \$28,500,000 BONDS OF THE Town of Rotterdam, Schenectady County, New York, TO PAY THE COST OF THE acquisition of a parcel of land and construction thereon of a new police/court building IN AND FOR SAID TOWN.**

WHEREAS, all conditions precedent to the financing of the capital project hereunder described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, the capital project hereinafter described has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the Town Board has determined will not have a significant adverse impact on the environment; and
WHEREAS, It is now desired to authorize the financing of such capital project, NOW,

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BE IT RESOLVED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

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Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$28,500,000 bonds of said Town, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty (30) years, pursuant to subdivision 94 based upon subdivisions 11(a) and 21(a) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized **will exceed five years.**

Section 4. The faith and credit of said Town of Rotterdam, Schenectady County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

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and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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Section 9. Upon this resolution taking effect,

the same shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.

**BY ORDER OF THE
ROTTERDAM TOWN
BOARD
DIANE M. MARCO,
TOWN CLERK
DATED: August 14, 2024
15076**

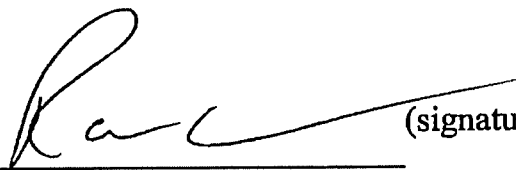
8/16/24

State of New York
County of Schenectady
ss.;

Randall W. Lewis of the City of Schenectady, being duly sworn, says that he is Principal Clerk in the office of The Daily Gazette, Co. Inc. published in the City of Schenectady and that the notice/advertisement, of which the annexed is a printed copy, has been regularly published in Daily Gazette as follows:

1 insertion(s):

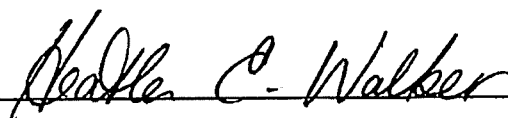
08/16/2024

 (signature)

Randall W. Lewis (printed name)

NOTARY PUBLIC

Sworn to me on this 28 day of October 2024

Notary Signature: 

Heather E Walker NOTARY PUBLIC STATE OF NEW YORK Registration No. 01WA0025380 Qualified in Schenectady County Commission Expires 05/30/2028

TOWN OF ROTTERDAM
NOTICE OF ADOPTION
OF RESOLUTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Rotterdam, Schenectady County, New York, at a meeting held on the 14th day of August, 2024, duly adopted the resolution published herewith subject to a permissive referendum. Dated: Rotterdam, New York, August 14, 2024.

/s/ Diane M. Marco
Town Clerk

BOND RESOLUTION NO.
327.24

DATED AUGUST 14, 2024
A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, THE ISSUANCE OF \$28,500,000 BONDS OF THE Town of Rotterdam, Schenectady COUNTY, NEW YORK, TO PAY THE COST OF THE acquisition of a parcel of land and construction thereon of a new police/court building IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital project hereunder described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, the capital project hereinafter described has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the Town Board has determined will not have a significant adverse impact on the environment; and

WHEREAS, it is now desired to authorize the financing of such capital project, NOW, THEREFORE,

BE IT RESOLVED, by the
Town Board of the
Town of Rotterdam,
Schenectady County,
New York, as follows:
Section 1. The acquisition of a parcel of land of approximately 3.67 acres located at 369 Duaneburg Road in and for the Town of Rotterdam, Schenectady County, New York, and the construction thereon of a new Police/Court building, including original furnishings, equipment, machinery, apparatus, appurtenances, site work (including demolition of

existing building) and incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$28,500,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$28,500,000 bonds of said Town, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty (30) years, pursuant to subdivision 94 based upon subdivisions 11(a) and 21(a) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Rotterdam, Schenectady County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said supervisor.

consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

~~the Constitution.~~
Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.1502. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.
Section 9. Upon this resolution taking effect,

the same shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.
Section 10. THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.

**BY ORDER OF THE
ROTTERDAM TOWN
BOARD
DIANE M. MARCO,
TOWN CLERK
DATED: August 14, 2024
15076**

RESOLUTION NO. 231.25

**TO AUTHORIZE THE SUPERVISOR TO EXECUTE AND SIGN AN AGREEMENT
WITH THE CSEA EMPLOYEE BENEFIT FUND**

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 and sign an agreement between the Town of Rotterdam and CSEA Employee Benefit Fund for the Platinum 12 Vision Plan.

SECTION 2. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 4, 2025

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Morgan Coryer, Personnel and Benefits Administrator

TITLE OF REQUEST: CSEA Employee Benefit Fund (EBF) Vision Benefits Renewal

TOWN BOARD MEETING: June 11, 2025

Background Information: The Town's CSEA EBF vision insurance plan contract needs to be signed and renewed for the dates 7/1/24-12/31/27. The CSEA EBF vision plan is being renewed in accordance with the newly established contract between the CSEA and the Town of Rotterdam for the years 2024-2027. The proposed plan and rates are attached for review and require the signature of the Town Supervisor.

Recommendation: To accept, date, and sign the attached CSEA EBF vision insurance contract for employee vision coverage for the dates 7/1/24-12/31/27.

Attachment/Document(s): Renewal agreement from CSEA EBF

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

THIS RENEWAL AGREEMENT, made this _____ day of _____, 20____, between **TOWN OF ROTTERDAM** (hereinafter the EMPLOYER) with offices located at 1100 Sunrise Blvd., Rotterdam, New York 12306 and the **CSEA EMPLOYEE BENEFIT FUND** (hereinafter the FUND), a Trust, with offices located at One Lear Jet Lane, Suite One, Latham, New York 12110-2395.

WHEREAS, the parties have heretofore entered into an agreement dated March 16, 1990 (the “Original Agreement”), for the provision by the FUND of certain benefits to the EMPLOYER’S covered employees, which Original Agreement was most recently extended by Renewal Agreement dated January 29, 2015 (as extended, the “Agreement”), and

WHEREAS, the parties desire to continue the provision of said benefits upon the terms and conditions contained in the Agreement, except as modified hereby,

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. The FUND shall provide benefits to the EMPLOYER’S covered employees under the following benefit PLAN(S) established by the FUND:

PLATINUM 12 VISION PLAN

2. The FUND recognizes that all EMPLOYER contributions for periods through June 30, 2024 have been paid in full.

3. The EMPLOYER shall pay the FUND the following amounts per covered employee per month:

A. PLATINUM 12 VISION PLAN – COMPOSITE COVERAGE

- (i) from July 1, 2024 to June 30, 2025, \$24.34;
- (ii) from July 1, 2025 to June 30, 2026, \$24.34;
- (iii) from July 1, 2026 to June 30, 2027, \$24.34;
- (iv) from July 1, 2027 to December 31, 2027, \$24.34.

4. Article I, Section 5 of the Agreement is hereby deleted and replaced with the following:

“5. **DEPENDENT** shall mean, with respect to a Covered Employee who is eligible to receive Fund-provided benefits as determined by the Trustees, one of the following:

- (a) the covered employee’s spouse, provided that the parties are not legally separated and further provided that the employee’s spouse is not a covered employee under any benefit plan established by the

FUND; spouse includes a person of the same sex to whom the covered employee was married in a marriage ceremony legally performed in a jurisdiction permitting same sex marriages;

- (b) children of the covered employee under the age of twenty-six (26) years;
- (c) stepchildren under the age of twenty-six (26) years;
- (d) legal wards of the covered employee under the age of twenty-six (26) years, as to whom a court decree has been entered granting legal guardianship to the covered employee;
- (e) children, stepchildren, and legal wards of the covered employee who were mentally or physically disabled before reaching the age of twenty-six (26) years and who are incapable of self-support can be covered without regard to age;

provided, however, that said children in (b) through (e) above shall not be deemed dependents of both the covered employee and the covered employee's spouse;"

5. This Renewal Agreement is effective as of July 1, 2024 and shall terminate on December 31, 2027, subject to continuation pursuant to the terms of Article IX, Section 2 of the Agreement and subject to earlier termination by virtue of the decertification of CSEA as the representative of the employees in the bargaining unit required to be covered under this Agreement.

6. Except as expressly modified herein, the terms and conditions of the Agreement are hereby ratified and affirmed and incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement the day and year first above written.

CSEA EMPLOYEE BENEFIT FUND

TOWN OF ROTTERDAM

By: 
William F. Howard, Director

By: _____
Mollie Collins, Town Supervisor

RESOLUTION NO. 232.25

TO PURCHASE A SWINGSET FOR ROSLYN WARLIK PARK

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute the purchase and installation of one 8-foot high Elite Arch Post Swing – 3 Bays to New Jersey Swingsets, located at 59 Greenwood, Avenue Unit 9, Midland Park, New Jersey 07432, to be installed at Roslyn Warlik Park (formally Boxwood Park) on Boxwood Drive, in the amount not to exceed five thousand seven hundred ninety-three and 00/100 (\$5,793.00) dollars.

SECTION . This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 6, 2025

TO: Mollie Collins, Town Supervisor

FROM: James Keith, Sr. Building Inspector

TITLE OF REQUEST: Playground Equipment

TOWN BOARD MEETING: June 11, 2025

Background Information: Roslyn Warlik Park (formally Boxwood Park) is in need of a new swing set prior to the dedication ceremony of the park to Roslyn Warlik.

Evaluation/Analysis: Purchase one 8-foot-high elite arch post swing set with 3 bays. Includes 4 belt swings and 2 bucket swings.

Recommendation(s): Authorize the purchase and installation of 1 swing set at Roslyn Warlik formerly Boxwood Park from New Jersey Swingsets with payment made upon completion.

Attachment/Document(s): Quotes from New Jersey Swingsets, Parkitects, Playground Boss.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors office



Town of Rotterdam Swing Bay - Quote

6/6/2025

By
Jay S

<https://njswingsets.com>

59 Greenwood Ave Unit 9 Midland Park, NJ 07432

1-201-670-4000 x1





PLAYGROUND QUOTATION

Contact: Jay S

jay@njswingsets.com

59 Greenwood Ave Unit 9

Midland Park, NJ 07432

1-201-670-4000

NJSwingsets.com

SHIP TO:

Harry Marx

1100 Sunrise Blvd

Schenectady, NY 12306

Phone: 1-518-542-3548

bmarx2689@gmail.com

Sales Tax Rate: NJ

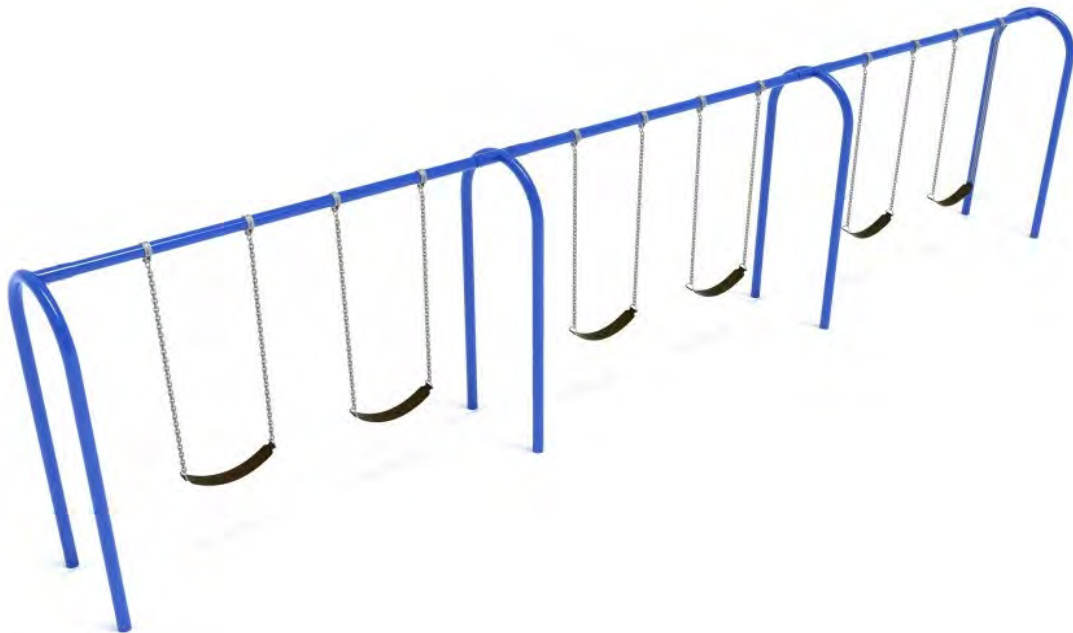
0.00%

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1		8 Feet High Elite Arch Post Swing - 3 Bays	5,793.00	5,793.00
1		Includes 4 Belt Swings and 2 Bucket Swings		
NOTES FROM JAY S:			PLAYGROUND SUBTOTAL	5,793.00
Updated 6/6 - Balance to be paid upon delivery of goods			SHIPPING	0.00
			SALES TAX	0.00
			PLAYGROUND INSTALLATION	
			TOTAL	5,793.00

Jay Samolowicz

APPROVED BY

3 bay Elite Arch Swing - (2 Buckets included but Not shown in picture)





Quotation Terms

We MAY require up to 12-14 weeks to produce and 6-8 weeks to ship (3-6 months to order and receive equipment)
Quotation based on shipment of all items to a single destination, unless noted. Changes are subject to price adj.
Customer is responsible for attaining any required permits and fees pertaining to such permits
All excavated material is to remain on site
Customer is responsible for unloading and uncrating equipment from truck

Pricing and Payment

Quote is valid for 30 days from date of quotation
UPDATED 6/6/2025 - BALANCE TO BE PAID UPON DELOIVERY OF GOODS
Net 30 days for tax supported governmental agencies
A 1.5% per month finance charge will be imposed on past due accounts
Retainage not accepted

Taxes

State and local taxes will be added at time of invoicing unless tax exempt certificate is provided at the time of order

Freight/Shipment

Freight charges will be prepaid and included in invoicing
We may require up to 6 months to product and ship equipment after signed acceptance of PO, quote and color slctn

Receipt of Goods

Customer shall receive, unload and inspect goods upon arrival
Customer shall note any discrepancies on the Delivery Receipt prior to written acceptance of shipment

Installation

Installation assumes a flat, dirt surface with no grading preparation required.
Our installers are not responsible for any site preparation, and/or grading.
Customer is responsible for calling 888-DIG-SAFE a minimum of 72 hours before installation is to begin.
Direct access is required for large construction vehicles. All work is to be done in one move.
All excavated material is to remain on site.
Customer is responsible for accepting delivery, storage of equipment
Customer is responsible for transporting equipment from storage to the site, if storage is at another location
Customer will be responsible for unloading the truck and disposal of packaging.
The installation of safety surfacing and/or border timbers is not included in the above price unless noted.
Unforeseen subsurface obstructions may incur additional charges.
This quote does not include any removal of old equipment unless noted.

Exclusions (unless noted)

Quotation excludes installation of equipment
Quotation excludes all site work and landscaping
Quotation excludes removal of exisiting equipment
Quotation excludes acceptance and off-loading of equipment
Quotation excludes storage of goods prior to installation
Quotation excludes safety surfacing and borders
Quotation excludes any drainage provisions

Ordering

To order, please complete and sign the acceptance portion of this quotation on the next page.
Please provide all color selections
Please provide any other relevent information needed by NJ Swingsets



Twp of Rotterdam

Payment Terms

Updated 6/6 - Balance to be paid upon delivery of goods

Net 30 days for tax supported governmental agencies
A 1.5% per month finance charge will be imposed on past due accounts
Retainage not accepted

Initial: _____ **Amount:** _____

PLEASE SELECT COLOR (BLUE OR GREEN) _____

Accepted By:	_____	_____
	signature	date
	_____	_____
	printed name	title

Ship to:	_____	_____
	name	title
	_____	_____
	street address	phone
	_____	_____
	city/state/zip	email

Bill to:	_____	_____
	signature	date
	_____	_____
	printed name	title



ACCOUNT REP: Katelyn Bowers
katelyn@playgroundboss.com
1-800-878-0320 ext. 118

QUOTE #: 052925-36269
DATE CREATED: 05-29-2025
Quote is valid for 30 days

PROJECT CONTACT

PROJECT CONTACT: Harry Marx
COMPANY: Schenectady New York Town Hall
ADDRESS: 1100 Sunrise blvd.
Schenectady, NY 12306
EMAIL: bmarx2689@gmail.com
PHONE: 518-542-3548



SHIP TO / SITE CONTACT

SHIPPING / SITE CONTACT: Harry Marx
COMPANY: Schenectady New York Town Hall
SHIP TO ADDRESS: 1100 Sunrise blvd.
Schenectady, NY 12306
EMAIL: bmarx2689@gmail.com
PHONE: 518-542-3548

COMMENTS AND SPECIAL INSTRUCTIONS: Price quoted for materials and delivery only. Price excludes sitework, concrete, underground line location, permits, liftgates, & impact fees unless specifically noted below. Customer is responsible for any taxes that may apply. If order is cancelled a 25% restocking fee may be assessed

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
1	3.5 Arch Swing Frame 8ft - 3 Bay SKU: PGBASF-350803 Variants: SWING FRAME COLOR: Black Age: 2 to 12, Child Capacity: 6, Play Activities: 1 Safety Use Zone: 47ft x 33ft	\$ 3,152		\$ 3,152
4	Belt Seat (BUNDLE) SKU: PGBS130-Bundle Variants: SEAT COLOR: Black FREE SHIPPING - Commercial Grade Bundle Includes 1 belt seat 2 chains 4 shackles 1 shackle key	\$ 153		\$ 612
2	Bucket Seat (BUNDLE) SKU: PGBS100-Bundle Variants: SEAT COLOR: Black FREE SHIPPING - Commercial Grade Bundle Includes 1 bucket seat 2 chains 4 shackles 1 shackle key	\$ 307		\$ 614
	Shipping And Freight Charges SKU: SHIPPING Delivery of products to supplied shipping address Swing Set, Seat Bundles	\$ 1,721		\$ 1,721

I APPROVE THIS PROJECT. Let's do this!

Approval of this proposal may be executed by signing below and emailing back to the contact information listed below. Unless prior arrangements are approved, payment is due upon ordering.

Account Rep: Katelyn Bowers
katelyn@playgroundboss.com
1-800-878-0320 ext. 118

Authorized Purchaser:
Date:

Subtotal	\$ 6,099
Tax	\$ 0
	\$ 6,099

Have questions about this quote?





Ages 2-12

Use Zone: 47ft x 33ft
Child Capacity: 6
Play Activities: 1

3.5" Arch Swing Frame 8ft - 3 Bay

SKU: PGBSPF-0802



Call Us
1-800-878-0320

[PlaygroundBoss.com](https://www.PlaygroundBoss.com)



Warranty

100
15
5
3
1

One Hundred (100) Year Limited Warranty

On aluminum and steel upright posts, hardware, post caps, and clamps against structural failure due to deterioration, corrosion, or workmanship.

Fifteen (15) Year Limited Warranty

On rails, rungs, rigid climbers, loops, HDPE and rotationally molded plastic components, and decks against structural failure due to deterioration, corrosion, or workmanship.

Five (5) Year Limited Warranty

On cables and nets against premature wear due to natural deterioration or manufacturing defects. On moving parts against structural failure due to materials or workmanship.

Three (3) Year Limited Warranty

On all blow molded plastics against structural failure due to materials, or workmanship.

One (1) Year Limited Warranty

On all materials and products not covered above against failure due to materials or workmanship.

Playground Boss warrants to its original customer for as long as the original customer owns the product and uses the product with regular use and installation in accordance with published specifications to be free from defects in materials and workmanship. This warranty does not cover damage from misuse, vandalism, modified parts, or damage such as dents, scratches, fading/weathering, acts of God, and normal wear and tear.

Warranty claims must be filed within the applicable warranty period. Warranty replacement does not include the cost of labor for part replacement. Replacement parts carry the applicable warranty from the date of shipment of the replacement part.

 **Call Us**
1-800-878-0320

PlaygroundBoss.com

June 11, 2025

Page 358

ESTIMATE



parkitects

Number: AAAQ12997
Date: Apr 2, 2025
Project: Town of Rotterdam Swings 2025

PARKITECTS, Inc.
279 Lakefront Blvd.
Buffalo, NY 14202

Sold To	Your Sales Rep	Terms
Town of Rotterdam Tammy Whelan 1100 Sunrise Blvd Rotterdam, NY 12306 United States P 518-355-7575 ext: F E TWhelan@rotterdamny.org	Dan Schuldt P 518-694-1091 ext: F 607-533-4108 E dan@playgroundinfo.com	THIS IS A PROJECT ESTIMATE ONLY AND SHOULD NOT BE CONSTRUED AS AN OFFICAL

Qty	Item #	Description	Unit Price	Ext. Price
Landscape Structures Play Equipment under Sourcewell Contract 010521-LSI				
1	PKG25-09	Park & Playground Package, 5000 Series Swing Frame 8' Beam w/Proguard Chains, 2 Belt Seats, 1 Full Bucket Seat, 1 Molded Bucket Seat	\$5,075.00	\$5,075.00
Subtotal				\$5,075.00
6.0% Discount				- \$304.50
1		Freight - LSI	\$875.16	\$875.16
Play Equipment Total				\$5,645.66
Installation Services under Sourcewell Contract 010521-LSI				
1		Equipment Installation by Certified Installer	\$2,030.00	\$2,030.00
1		Playground Code Compliance Audit (by third party)	\$1,200.00	\$1,200.00
Installation Total				\$3,230.00

SourceWell contracts includes equipment, surfacing & installation.	Estimate Total	\$8,875.66

Parkitects standard installation terms apply to all work included in this proposal.

AIA Contract Requirements are not included in the above pricing. If an AIA Contract is issued, fees will be added for Bonds, Special Insurance, & OCP.

RESOLUTION NO. 233.25

**TO AUTHORIZE A FINAL RELEASE OF RETAINAGE TO EBERHARDT
EXCAVATION**

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 all documents for the release of retainage and issue final payment to Eberhardt Excavation, located at 72 Hillside Drive, West Shokan, New York 12494, for the Rotterdam Water System Improvements – Contract No. 1 – Well Site #6 – Site Fill, in the total amount, not to exceed eleven thousand seven hundred ninety and 00/100 (\$11,790.00) dollars.

SECTION 2. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 6, 2025

TO: Mollie Collins – Town Supervisor

FROM: Jack Dodson-Deputy Supervisor

TITLE OF REQUEST: Authorize Release of Retainage for Water District #5 Water System Improvements

TOWN BOARD MEETING: June 11, 2025

Background Information: Eberhardt Excavation is the contractor to do site work at the Water Treatment Plant.

Evaluation/Analysis: Project is substantially complete. Final payment needs to be authorized by the Town Board in order to issue final payment to the contractor.

Recommendation(s): Authorize the Supervisor and/or Town Comptroller to execute all documents necessary to release final payment to Eberhardt Excavation.

Attachment/Document(s): Payment App #3 in the amount of \$11,790.00. Lein Waiver and Release.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Contractor's Application for Payment No. 3

OWNER'S ADHOC CONTRACT DOCUMENTS COMMITTEE		Application Period	3/20/25 - 4/20/25	Approval Date	5/6/2025
To (Owner)	Town of Reddick	From (Contractor)	Herbhardt Associates	Via (Engineer)	Dustin A. Leppke
Project	Water District #5.5 Water System Improvements	Contract	Contract No. 3 Well 65 Side Fill		
Owner's Contract No.	904 033 002	Contractor's Project No	M-002	Engineer's Project No	901043 002

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE	
Number	Additions	Deductions		\$ 5135,800.00
			2. Net change by Change Orders	\$
			3. Current Contract Price (Line 1 & 2)	\$ 5135,800.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$ 5215,800.00
			5. RETAINAGE:	
			a. 5% X 5235,800.00 Work Completed	\$ 511,790.00
			b. X Stored Material	\$
			c. Total Retainage (Line 5a + Line 5b)	\$ 511,790.00
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 5124,010.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 5124,010.00
			8. AMOUNT DUE THIS APPLICATION	\$ 511,790.00
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5c above)	\$ 511,790.00
TOTAL \$				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner as payment for Work done under the Contract have been applied in accordance with the terms of the Contract's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment due and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner insuring Owner against any such liens, security interest, or encumbrance); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By A. E. [Signature] Date 5/6/2025

Payment of	\$ 11,790.09	(Type 8 or other - attach explanation of the other amount)
is recommended by:	<i>Erson Philogene</i>	8/5/2025 (Date)
Payment of	\$	(Type 8 or other - attach explanation of the other amount)
is approved by		(Date)
Approved by		(Date)

SECTION 01 29 00.10

LIEN WAIVER AND RELEASE

WHEREAS, Eberhardt Excavation, hereafter called the "Undersigned," having entered into a written contract or purchase order with the Town of Rotterdam, hereafter called the "Owner", for the supplying of materials and/or the furnishing of labor and materials, or the furnishing of labor only for the project known as the Well #6 – Site Fill.

WHEREAS, Undersigned has requisitioned a PARTIAL/FINAL payment from the Owner pursuant to such contract or purchase order.

NOW, THEREFORE, for good and valuable consideration including the PARTIAL/FINAL payment of \$ 11,790.00 provided for herein, Undersigned agrees as follows:

- 1) Upon receiving payment from the Owner, the payment to which this instrument refers, Undersigned agrees not in any way to claim or file a mechanic's lien or other lien against said project, premises or any part thereof, or on the monies or other consideration due to become due for the Owner for any of the materials heretofore furnished or work or labor performed or furnished by the Undersigned. Further, the Undersigned hereby formally and irrevocably releases and waives in writing every and any lien, charges or claim of any nature whatsoever that it has, or as to which it may at any time have been entitled, up to and including the date hereof in connection with the said project, except for any unpaid retained monies unless the payment herein is payment of retainage, which lien waiver shall be for the benefit of the Owner of the Project.
- 2) The Undersigned further says that all monies due for this work which includes all labor, material, fuel, transportation and equipment, fringe benefits, pension funds, apprentice training programs, employee vacations, welfare funds, and similar funds and payments as well as all applicable sales and used taxes, royalties, commissions, permits, bonds, guarantees, insurances, licenses, or patent fees have been paid in full except as noted below. (If none write "NONE").

NONE

And that there are no persons in a position to have or file a lien against the above mentioned work and/or the premises on which the same is located on account of any labor or materials furnished to Undersigned or any of the Undersigned's subcontractors or suppliers.

08.24
904.043.002

LIEN WAIVER AND RELEASE
01 29 00.10-1

- 3) Undersigned agrees that the lien waiver appearing in Paragraph "1" hereof shall be deemed to be in compliance with the Lien Law of the State of New York.
- 4) Undersigned agrees that any of its subcontractors or suppliers being entitled to any of the proceeds of the within payments have been paid except as noted below. (If none write "NONE").

NONE

- 5) Furthermore, Undersigned hereby formally and irrevocably releases and waives any rights to make a claim upon any labor and material payment bond issued to the Owner, for this project on account of the labor, services, materials, fixtures or supplies heretofore furnished to this date by the Undersigned for the said project.
- 6) Furthermore, Undersigned hereby formally and irrevocably releases the Owner from all claims of liability, loss or damage to the Undersigned except as noted otherwise herein for anything furnished or performed in connection with, relating to or arising out of the contract or out of the work covered by said contract, including, but not limited to, all claims for extra work, labor or materials, delays or increased costs due to changed conditions, loss of efficiency or productivity, non-sequential work operations, delays, acceleration, suspension of work, and for any prior act, neglect or default on the part of the Owner, or any of its officers, agents or employees in connection therewith, up to and including the date of this waiver, except for any unpaid retained monies.
- 7) The Undersigned further acknowledges that neither the aforesaid payment nor acceptances by the Owner, of the work covered by the aforementioned contract and/or purchase order shall in any way or manner operate as, or constitute a release or waiver of the Undersigned's obligations, undertaking or liabilities under said contract or purchase order or in any way affect or limit the same.

LIEN WAIVER AND RELEASE
01 29 00.10-2

08.24
904.043.002

This Agreement shall run to the benefit of the Owner, its successors and assigns; signed and dated this 6 day of May, 2025

AMOUNT OF THIS

PARTIAL/FINAL PAYMENT:

\$ 11,790.00

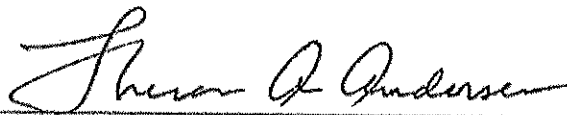


Office/Authorized Signature

Andrew Eberhardt, Managing Member

Printed Name and Title

Sworn to before me this 6th day of May, 2025



Notary Public

END OF SECTION

Theresa A. Anderson
Notary Public, State of New York
Reg. No. 01AN6377682
Qualified in Ulster County
Commission Expires July 9, 2026

08.24
904.043.002

LIEN WAIVER AND RELEASE
01 29 00.10-3

RESOLUTION NO. 234.25

TO PURCHASE TWO HYDRANTS FROM EVERETT J. PRESCOTT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute the purchase of two (2) Hydrants from Everett J. Prescott Inc., located at P.O. Box 600, Gardiner, Maine 04345, in the amount not to exceed nine thousand one hundred sixty and 00/100 (\$9,160.00) dollars.

SECTION . This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 6, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Purchase Two (2) Waterous Pacer Fire Hydrants

TOWN BOARD MEETING: June 11, 2025

Background Information: The Water/Sewer Maintenance Department needs to replace two (2) fire hydrants in Water Districts #3 and #4 (Rotterdam Junction.) The hydrants in Rotterdam Junction open left and are the opposite of hydrants in Water District #5.

Evaluation/Analysis: Since the fire hydrants that the Water/Sewer Maintenance Department stock are the opposite of what is needed in Rotterdam Junction it is necessary for the purchase of the two (2) left open hydrants.

Recommendation(s): Recommend purchasing two (2) Waterous Pacer Fire Hydrants

Attachment/Document(s): See attached documents.

Compliance with Purchasing Policy: Sole Source Procurement – EJ Prescott

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

TOWN OF ROTTERDAM, NY
1100 SUNRISE BOULEVARD
SCHENECTADY, NY

12306

TEAM EJP Round Lake NY
Everett J. Prescott Inc.
32 Prescott Street
P.O. Box 600
Gardiner, ME
04345

Telephone: 518-877-6737

6/03/25 Bid ID: 5567889 ROTTERDAM JUCTION HYDRANT

Bid expires on 07/03/25
Page 1

Quantity	Sell Per	Description	Unit Price	Extended Price
2	EA	5W ALPHA HYD 5-6 OL 4"STORZ PENT NUT OPERATION	4,580.00	9,160.00

Subtotal: 9,160.00

Tax: .00

Bid Total: 9,160.00

From: [randi.carney](#)
To: [Mike Colarossi](#)
Subject: HYDRANTS
Date: Monday, June 2, 2025 8:27:26 AM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mike, thanks for the opportunity, unfortunately, there is only one distributor of waterous hydrants, so we are unable to quote you on that brand at this time.

Thanks again.

RANDI CARNEY
WATERWORKS ESTIMATOR
F.W.WEBB CO.
7 HEMLOCK ST.
LATHAM,N.Y. 12110
518.785.5537

RESOLUTION NO. 235.25

**TO ESTABLISH CAPITAL PROJECT EXPENDITURE LINE H137-WATER & SEWER
MAINTENANCE EQUIPMENT**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to establish Capital Project Expenditure Line H137, Water and Sewer Maintenance Equipment, to allow for the proper recording of all associated revenues and expenditures.

SECTION 2. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 6, 2025

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: Establish Capital Project H137, Water and Sewer Maintenance Equipment

TOWN BOARD MEETING: June 11, 2025

Background Information: The Water and Sewer Departments are in need of equipment to replace a jetter that is reaching the end of its useful life, along with purchase of a Vac-con Hydro-Excavator and a smaller dump truck to be used on smaller jobs.

Evaluations/Analysis: Debt was authorized for the purchase of this equipment in order to allocate the costs over a longer period of time

Recommendation: Establish capital project for purchase of equipment

Attachment/Document(s): Town Board resolution authorizing debt

LEGISLATION WILL BE PREPARED BY: Supervisor's Office