

MEETING OF THE ROTTERDAM TOWN BOARD

February 26, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS

PUBLIC HEARING

PRESENTATIONS

- Curry Road and Guilderland Avenue Multi-Modal Transportation Study
- Introduction of Proposed Battery Storage

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

106.25 Accepting Town Board Meeting Minutes. Pg. 3

107.25 Authorize Stipulation of Settlement with Walmart Stores Inc. #2264. Pg. 39

108.25 To accept a monetary donation from the Disabled American Veterans Chapter 88 for the Rotterdam Senior Center. Pg. 46

109.25 To approve budget transfers to the 2025 budget. Pg. 48

110.25 To support of the Schenectady Food Council's Advocacy And Empowerment Working Groups regarding programs and initiatives addressing food insecurity in NYS FY 2026 Budget. Pg. 51

111.25 To appoint Donald D. Carpenter, Jr. to the position of Water and Sewer Maintenance Worker. Pg. 54

112.25 To negotiate and execute an Agreement with Consulting Engineers, Inc. for Change of Work Order #1 – Time Extension due to inclement weather. Pg. 60

113.25 To negotiate and execute an Agreement with LaBella Associates, D.P.C. for professional engineering services related to 2025 Town Designated Engineer. Pg. 63

114.25 To sign a contract for purchase and sale of property at 369 Duanesburg Road, Schenectady, NY 12306. Pg. 75

115.25 To appoint members of the Town of Rotterdam Conservation Advisory Council. Pg. 90

116.25 To accept bid and award contract for On Call Electrical Construction Services. Pg. 93

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

RESOLUTION NO. 106.25

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the February 12, 2025 Town Board meetings as attached.

SECTION 2. This resolution shall become effective February 26, 2025.

DATED: February 26, 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: February 18, 2025
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the February 12, 2025, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: February 26, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: February 26, 2025

Background Information: Attached. To adopt the meeting minutes from the February 12, 2025 Town Board Meeting.

Evaluation/Analysis: N/A

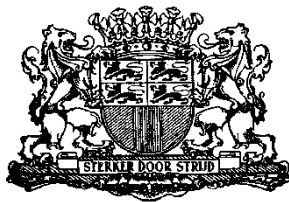
Recommendation(s): To place on Town Board agenda and Town Board meeting of February 26, 2025.

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: www.rotterdamny.org
Email * dmarco@rotterdamny.org

February 17, 2025

Certified Resolutions: # 83.25-#105.25 for the year 2025 was duly adopted at the Town Board Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, February 12, 2025. The Town Board Agenda Meeting started at approximately 6:41 p.m. and was adjourned at approximately 6:54 pm all agreed to adjourn the agenda meeting. The Town Board meeting began at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 8:35 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

February 12, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS

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

- 83.25** Accepting Town Board Meeting Minutes. Pg. 4
- 84.25** To accept revenue for Town Clerk's Office for January 2025. Pg. 57
- 85.25** To appoint Tammy Whelan to the CSEA position of Confidential Secretary to the Director of Public Works. Pg. 63
- 86.25** To amend Resolution 66.25 of the year 2025; To appoint individuals to various part time positions and duties for the calendar year 2025. Pg. 65
- 87.25** To amend Resolution 67.25 of the year 2025; To appoint employees to various additional duties for the calendar year 2025. Pg. 68
- 88.25** To appoint members of the Town of Rotterdam Conservation Advisory Council. Pg. 70
- 89.25** To accept bid and award contract for Rotterdam Water System Improvements- Contract #1- Well #6- Site Fill to Eberhardt Excavation. Pg. 73
- 90.25** To approve 2024 quarterly expense transfers of gas and diesel. Pg. 126
- 91.25** To negotiate and execute an agreement with Environmental Systems Research Institute, Inc. (esri) for GIS annual licensing subscription services. Pg. 128
- 92.25** To negotiate and execute an agreement with Johnson Controls Fire Protection LP for the Rotterdam Police Department. Pg. 134
- 93.25** To negotiate and execute an agreement with KB Engineering & Architecture P.C. for professional engineering services related to the Wastewater Treatment Plant Chemical Bulk Storage Application Assistance. Pg. 144
- 94.25** To negotiate and execute an agreement with KB Engineering & Architecture P.C. for professional engineering services related to the Town Leak Detection Summary. Pg. 153
- 95.25** To negotiate and execute an agreement with KB Engineering & Architecture P.C. for professional engineering services related to the Helderberg Tank Painting Project. Pg. 163
- 96.25** To negotiate and execute an agreement with Environmental & Fueling Services for the decommissioning of the underground fuel tank at the Rotterdam Police Department. Pg. 169

- 97.25** To negotiate and execute an agreement with Environmental & Fueling Services for the removal and replacement of the above ground storage tank at the Water Treatment Plant. Pg. 172
- 98.25** To authorize the purchase of one pickup truck for the Water and Sewer Maintenance Department. Pg. 182
- 99.25** Call for bids for Highway Materials: Crushed Limestone, Gravel & Sand. Pg. 188
- 100.25** Call for bids for Highway Materials: Manhole Frames & Grates, and Manhole Square & Round Risers. Pg. 204
- 101.25** Call for bids for Tree Cutting & Removal Services. Pg. 221
- 102.25** To negotiate and execute an agreement with Koester for preventative maintenance evaluations for the pump stations. Pg. 247
- 103.25** To adopt a SEQR Negative Declaration on a Change of Zone application on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) located at 759 Peter Road. Pg. 251
- 104.25** To Enact Local Law No. 3 of 2025; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) located at 759 Peter Road. Pg. 289
- 105.25** To extend the term of the Energy Advisory Committee. Pg. 337

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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 83.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the January 8, 2025 and January 22, 2025 Town Board meetings as attached.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 84.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of January 2025, has been placed on file and the town clerk's check in the amount of ten thousand eighty-six dollars and 99/100 (\$10,086.99) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 85.25

TO APPOINT TAMMY WHELAN TO THE CSEA POSITION OF CONFIDENTIAL SECRETARY TO THE DIRECTOR OF PUBLIC WORKS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Tammy Whelan of Rotterdam, New York is hereby appointed to the CSEA position of Confidential Secretary to the Director of Public Works, full-time, with full employee benefits at an annual salary of forty-nine thousand eight hundred and 00/100 (\$49,800.00) commencing February 17, 2025.

SECTION 2. This resolution shall be effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 86.25

**TO AMEND RESOLUTION 66.25 OF THE YEAR 2025;
TO APPOINT INDIVIDUALS TO VARIOUS PART TIME POSITIONS AND DUTIES
FOR THE CALENDAR YEAR 2025**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 66.25, as amended, is hereby amended, and restated to read as follows: The following individuals are hereby appointed/reappointed to various part-time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2025 as follows:

School Traffic Officer

_____ Floyd Rorick (Maximum of 4 hours daily)	Hourly Rate \$17.00
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Clerk – Part Time (Highway Department)

Donna Larsen Hourly Rate \$19.50

Clerk – Part Time(Police Dept)

Allison Armstrong Hourly Rate \$24.38

Building Inspector – Part Time

Lloyd Denny (Maximum 3 days per week)	Hourly Rate \$40.00
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Bingo Inspector

William Purcell Hourly Rate \$17.00

Safety Inspector(FEMA)

Kathy Fisher Hourly Rate \$35.00

Project Coordinator, Office of the Aging– Part Time

Linda Testa Hourly Rate \$35.00
(Not to exceed \$32,000.00 dollars annually)

Senior Center Bus Driver

Mark D'Alessandro	Hourly Rate \$20.00
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Fire Inspector – Part Time

Chris Amorosi
(Maximum 15 hours per week)

Hourly Rate \$25.00

Dog Control Officers – Part Time

Darla Gullotta Annual Salary \$15,000.00

Heather Newell	Annual Salary \$15,000.00
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Clerk – Part Time

Jody Binkley

Hourly Rate \$25.00

Senior Center Bus Driver (Backup Driver)

Frederick Waller

Hourly Rate \$20.00

Clerk – Part Time

Latefa Lang

Hourly Rate \$20.00

Wastewater Treatment Plant Operator – Part Time

Brion Dufek

Hourly Rate \$70.00

Stormwater Program Coordinator – Part Time

Mary Barrie

Hourly Rate \$35.00

Deputy Comptroller – Part Time

Paul Sebesta

Hourly Rate \$115.00

Clerk – Part Time

Kristen Foley

Hourly Rate \$25.00

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 87.25

**TO AMEND RESOLUTION 67.25 OF THE YEAR 2025;
TO APPOINT EMPLOYEES TO VARIOUS ADDITIONAL DUTIES FOR THE
CALENDAR YEAR 2025**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 67.25, as amended, is hereby amended, and restated to read as follows: The following employees are hereby appointed/reappointed to various additional duties at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no additional employee benefits for the year 2025 as follows:

ADA Compliance Officer/Safety Officer

James Keith Annual Stipend \$3,000

Grant Coordinator

Peter Comenzo Annual Stipend \$8,000

Events/Social Media Coordinator

Megan Griffin Annual Stipend \$5,000

CDL Trainer

Steven Skoda Annual Stipend \$1,000

Stormwater Management Officer

Daniel Marsello Annual Stipend \$3,500

DPW Records Management

Lisa Gallo Annual Stipend \$2,500

Underground Storage Tank Operator

Steven Skoda Annual Stipend \$500

Fleet Procurement Coordinator

Justin Peterson Annual Stipend \$1,000

SECTION 2. This resolution shall be effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag (Recused)			
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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 88.25

**TO APPOINT MEMBERS OF THE TOWN OF ROTTERDAM CONSERVATION
ADVISORY COUNCIL**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed as members to the Town of Rotterdam Conservation Advisory Council to fill the remaining vacancies to the committee with a term commencing February 12, 2025 through December 31, 2025:

Patricia Matelitz

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 89.25

**TO ACCEPT BID AND AWARD CONTRACT FOR ROTTERDAM WATER SYSTEM
IMPROVEMENTS- CONTRACT #1- WELL #6- SITE FILL TO EBERHARDT
EXCAVATION**

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 (<http://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

ROTTERDAM WATER SYSTEM IMPROVEMENTS- CONTRACT #1- WELL #6- SITE FILL

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 does hereby accept and award the bid for Rotterdam Water System Improvements- Contract #1- Well #6- Site Fill for the Town of Rotterdam to Eberhardt Excavation, located at 72 Hillside Drive, West Shokan, New York 12494, with a bid amount not to exceed two hundred thirty-five thousand eight hundred and 00/100 (\$235,800.00) dollars.

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

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 90.25

TO APPROVE 2024 QUARTERLY EXPENSE TRANSFERS OF GAS AND DIESEL

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **GAS** expenditures 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	A5132 4304	FROM: Central Gas Expenditure	-21,059.08
General	A3120 4302	INTO: Patrol Vehicle Gas	+16,414.38
General	A3310 4302	INTO: Traffic Control Gas	+472.18
General	A7110 4302	INTO: Parks Gas	+1,995.13
General	A1355 4302	INTO: Assessor	+22.45
General	A3410 4302	INTO: Fire Fight Gas	+2,154.94
General	A5132 4304	FROM: Central Gas Expenditure	-3,514.16
Highway	DA5110 4304	INTO: Fuel General	+1,562.75
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+1,951.41
General	A5132 4304	FROM: Central Gas Expenditure	-2,156.72
S2	S28120 4302	INTO: S2 Gas Oil Lube	-2,156.72
General	A5132 4304	FROM: Central Gas Expenditure	-2,180.38
W5	W58340 4302	INTO: W5 Gas Oil Lube	+2,180.38

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 2024 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-3,001.19
General	A8189 4302	INTO: Landfill Gas	+1,599.18
General	A3410 4302	INTO: Fire Fight Gas	+1,217.81
General	A3120-4202	INTO: Police Diesel Generator	+184.20
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-14,097.99

Highway	DA5110 4304	INTO: Fuel General	+4,455.72
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+9,642.27

<i>Fund</i>	<i>Account No</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-461.87
S2	S28120 4302	INTO: S2 Gas Oil Lube	+461.87
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-439.41
W5	W58340 4302	INTO: W5 Gas Oil Lube	+439.41

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Collins	X		
Dodson	X		
Gallucci	X		
Mastroianni	X		
Schlag	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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 91.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ENVIRONMENTAL
SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR GIS ANNUAL LICENSING
SUBSCRIPTION SERVICES**

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 an agreement with Environmental Systems Research Institute, Inc. (esri), located at 380 New York Street, Redlands, CA 92373, to provide Geographic Information System (GIS) mapping software for an annual licensing subscription with esri, in the amount not to exceed five thousand one hundred twenty-one 12/100 (\$5,121.12) dollars.

SECTION 2. This resolution shall become effective on February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 92.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH JOHNSON CONTROLS
FIRE PROTECTION LP FOR THE ROTTERDAM POLICE DEPARTMENT**

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 Johnson Controls Fire Protection LP, located at 1399 Vischer Ferry Road, Clifton Park, NY 12065 to provide maintenance and repairs to the Police Department's smoke / fire detection system, in the total amount not to exceed two thousand six hundred twenty-four and 90/100 (\$2,624.90) dollars.

SECTION 2. This resolution shall be effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 93.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING & ARCHITECTURE P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE WASTEWATER TREATMENT PLANT CHEMICAL BULK STORAGE APPLICATION ASSISTANCE

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Wastewater Treatment Plant Chemical Bulk Storage Application Assistance, in an amount not to exceed one thousand and 00/100 (\$1,000.00) dollars.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 94.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING & ARCHITECTURE P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE TOWN LEAK DETECTION SUMMARY

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 execute an agreement with KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Town Leak Detection Summary of the Town of Rotterdam Water Districts #3, #4 & #5, in an amount not to exceed six thousand two hundred seventy-five and 00/100 (\$6275.00) dollars.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 95.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING & ARCHITECTURE P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE HELDERBERG TANK PAINTING PROJECT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Helderberg Tank Painting Project, in an amount not to exceed thirty-one thousand five hundred and 00/100 (\$31,500.00) dollars.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 96.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ENVIRONMENTAL & FUELING SERVICES FOR THE DECOMMISSIONING OF THE UNDERGROUND FUEL TANK AT THE ROTTERDAM POLICE DEPARTMENT

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 Environmental & Fueling Services, located at 20 Gurley Avenue, Troy, New York 12182, to decommission the underground fuel storage tank located at the Rotterdam Police Department located at 101 Princetown Road, in an amount not to exceed twenty thousand three hundred fifty-eight and 00/100 (\$20,358.00) dollars.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 97.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ENVIRONMENTAL & FUELING SERVICES FOR THE REMOVAL AND REPLACEMENT OF THE ABOVE GROUND STORAGE TANK AT THE WATER TREATMENT PLANT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Environmental & Fueling Services, located at 20 Gurley Avenue, Troy, New York 12182, for removal and installation services for above ground storage tank at the Rotterdam Water Treatment Plant located at 49 Rice Road, in an amount not to exceed one hundred sixty-five thousand one hundred forty-five and 00/100 (\$165,145.00) dollars.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

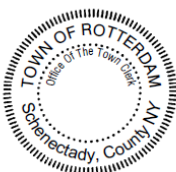
NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 98.25

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

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 purchase of one 2024 Ford F-350 pickup truck 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-seven thousand two hundred eighty and 50/100 (\$87,280.50) dollars.

SECTION 2. This resolution shall become effective February 12, 2025.
DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 99.25

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

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 call for bids for Highway Materials: Crushed Limestone, Gravel, & Sand.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 14th day of March 2025, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND

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

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:00 A.M., MARCH 14, 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: February 12, 2025

BidNet: Please publish on February 14, 2025

Daily Gazette: Please publish once on February 14, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 100.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 14th day of March 2025, at 10:15 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

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

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

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:15 A.M., MARCH 14, 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: February 12, 2025

BidNet: Please publish on February 14, 2025

Daily Gazette: Please publish once on February 14, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 101.25

CALL FOR BIDS FOR TREE CUTTING & REMOVAL SERVICES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 14th day of March 2025, at 10:30 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

TREE CUTTING & REMOVAL SERVICES

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

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:30 A.M., MARCH 14, 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: February 12, 2025

BidNet: Please publish on February 14, 2025

Daily Gazette: Please publish once on February 14, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 102.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KOESTER FOR
PREVENTATIVE MAINTENANCE EVALUATIONS FOR THE PUMP STATIONS**

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, 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 Koester located at 3101 Seneca Turnpike, Canastota, New York 13032, for preventative maintenance to evaluate the 8 pump stations in the Town, in the amount not to exceed three thousand two hundred eighty and 00/100 (\$3,280.00) dollars.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

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

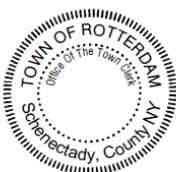
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 12, 2025, and that the foregoing resolution is a true and correct transcript of the original 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 103.25

**TO ADOPT A SEQR NEGATIVE DECLARATION ON A CHANGE OF ZONE
APPLICATION ON ±2.41 ACRES PARCEL FROM SINGLE FAMILY RESIDENTIAL
(R-1) TO MULTIPLE FAMILY (R-3) LOCATED AT 759 PETER ROAD**

**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 Negative Declaration dated February 12, 2025, as prepared by the Senior Planner, for a Change of Zone request on a ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units located at 759 Peter Road and is known as Tax Map No. 59.20-1-1.

SECTION 2. The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 104.25

TO ENACT LOCAL LAW NO. 3 OF 2025; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE ON ±2.41 ACRES PARCEL FROM SINGLE FAMILY RESIDENTIAL (R-1) TO MULTIPLE FAMILY (R-3) LOCATED AT 759 PETER ROAD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 3 of 2025.

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 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, February 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 105.25

TO EXTEND THE TERM OF THE ENERGY ADVISORY COMMITTEE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby amends Resolution 125.23, extending the Town of Rotterdam's Energy Advisory Committee by two (2) months for a new term of March 8, 2023 through May 8, 2025.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 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 February 12, 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 February 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 107.25

**AUTHORIZE STIPULATION OF SETTLEMENT WITH WALMART STORES INC.
#2264**

WHEREAS, the Town of Rotterdam has litigated this Article 7, Real Property Tax Certiorari proceeding with WAL MART STORES INC. #2264, regarding real property taxes upon the premises located at 1320 Altamont Avenue, SBL #59.6-6-7 .21/1 and #59.6-6-7 .21/2 for the 2023 and 2024 assessment roll; and

WHEREAS, the Town's tax certiorari defense counsel, the attorney for the Petitioner, and the Assessor have conferenced this matter and agreed, subject to Town Board approval, that there is no change of assessment for the years 2023 and 2024; and

WHEREAS, for the year 2025 there be a reduction of assessed value on the property located at 1320 Altamont Avenue, SBL #59.6-6-7 .21/1 from six million eighty-seven thousand five hundred and 00/100 (\$6,087,500.00) dollars, to five million seven hundred eighty-seven thousand five hundred and 00/100 (\$5,787,500.00) dollars, and a reduction of assessed value on property located at 1320 Altamont Avenue, SBL #59.6-6-7 .21/2 from one million one hundred sixty two thousand five hundred and 00/100 (\$1,162,500.00) dollars, to one million one hundred twelve thousand five hundred and 00/100 (\$1,112,500.00) dollars; and

WHEREAS, it is deemed in the Town's best interest to settle the case for the above stated amounts; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Beebe Law Firm to enter into a stipulation of settlement on behalf of the Town of Rotterdam, in the matter WAL MART STORES INC. #2264 v. Town of Rotterdam, et al., Index Number 2023-1208 and 2024-1506, Article 7 Real Property Tax Certiorari proceedings that are consistent with the terms set forth above.

SECTION 2. This resolution shall become effective February 26, 2025.

DATED: February 26, 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: February 7, 2025

TO: Town Board

FROM: Brad Canning, Assessor

TITLE OF LEGISLATIVE REQUEST: Settlement of Tax Certiorari filed by Wal Mart Stores Inc. for
2023 & 2024. SBL's 59.6-6-7.21/1 & 59.6-6-7.21/2

TO BE PLACED ON TOWN BOARD AGENDA OF: February 26, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: February 26, 2025

Background Information: Applicants filled Article 7 tax certiorari for the property located at 1320
Altamont Ave.

Evaluation/Analysis: Based on discussions between the Assessor and Attorneys representing the Town
and Petitioner, an agreement to settle has been reached. There is no
change of assessment for 2023 and 2024, assessment to be reduced for the
2025 assessment roll.

Recommendation(s): Approval of stipulation.

Attachment/Document(s): Order of Stipulation.

Compliance with Purchasing Policy: n/a

Effect(s) on Existing Law(s): RPTL 727 is enforced.

LEGISLATION WILL BE PREPARED BY: Town Attorney

At an IAS term of the Supreme Court, held for the
County of Schenectady, New York,
at 612 State Street, Schenectady, New York,
on the _____ day of January , 2025

PRESENT: HON. MICHAEL CUEVAS

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SCHENECTADY

In the Matter of the Application of
WAL MART STORES, INC. #2264,

Petitioner,

v.

BOARD OF ASSESSMENT REVIEW and/or
ASSESSOR OF THE TOWN OF ROTTERDAM,
AND THE TOWN OF ROTTERDAM, COUNTY
OF SCHENECTADY, NEW YORK,

Respondents.

And

Mohonasen Central School District, Intervenor-
Respondent

Index No. 2023-1208
2024-1506

CONSENT ORDER AND JUDGMENT

Petitioner having heretofore commenced the within proceeding under Article 7 of the
Real Property Tax Law to review the assessment of a certain parcel or real property located at and
known as 1320 Altamont Avenue (SBL #59.6-6-7.21/1 and #59.6-6-7.21/2) in the Town of
Rotterdam, County of Schenectady and State of New York for the 2023 and 2024 assessment
rolls; and

The issues of these proceedings having duly come before an IAS Term of this Court, and
the Petitioner having appeared by James T. Ryan III, Esq. of Stavitsky & Associates, LLC, the
Respondents having appeared by Scott M. Ronda, Esq. of The Beebe Law firm and the
Respondent-Intervenor having appeared by William F. Ryan, Jr., Esq. of Tabner, Ryan and
Keniry, LLP and the parties having agreed to a settlement of these proceedings, it is

ORDERED, ADJUDGED and DETERMINED that the assessments on the tax map and assessment rolls of the Town of Rotterdam for the assessment years are hereby reduced, corrected and fixed for the assessment rolls as follows:

Year	Parcel	Original Assessment	Revised Assessment	Amount of Reduction
2023	59.6-6-7.21/1	\$6,087,500	\$6,087,500	\$0
2024	59.6-6-7.21/1	\$6,087,500	\$6,087,500	\$0
2025	59.6-6-7.21/1	\$6,087,500	\$5,787,500	\$300,000

Year	Parcel	Original Assessment	Revised Assessment	Amount of Reduction
2023	59.6-6-7.21/2	\$1,162,500	\$1,162,500	\$0
2024	59.6-6-7.21/2	\$1,162,500	\$1,162,500	\$0
2025	59.6-6-7.21/2	\$1,162,500	\$1,112,500	\$50,000

and it is further

ORDERED, ADJUDGED AND DECREED, that no petition for the review of the assessment of the subject property shall be filed for 2025, 2026 and 2027 if the combined assessment for these years shall be \$6,900,000 as shown above, provided however, the Assessor shall have the right to change the future assessment for any of the permissible reasons set forth in section 727 of the Real Property Tax Law, and the petitioner shall have the corresponding right to file a petition for the review of the changed assessment. The foregoing provisions shall apply notwithstanding the possible future appeal or invalidation of section 727 of the Real Property Tax Law; and it is further

ORDERED, ADJUDGED and DECREED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Rotterdam shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said assessments to such corrected and reduced valuations; and it is further

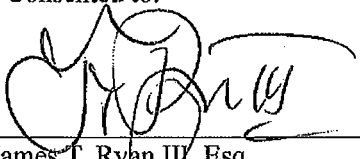
ORDERED, ADJUDGED and DECREED that Petitioner waives all refunds, and it is further

ORDERED, ADJUDGED and DETERMINED that this Order and Judgment hereby constitutes and represents full settlement of the tax review proceedings herein, and that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Order and Judgment, the above proceedings shall be, and the same hereby are, settled and discontinued with prejudice.

ENTER

HON. MICHAEL CUEVAS

Signing and Entry of the within Order
is hereby Consented to:

By: 
James T. Ryan III, Esq.
Stavitsky & Associates, LLC
Attorney for Petitioner
350 Passaic Ave
Fairfield, NJ 07004

By: _____
Scott M. Ronda, Esq.
The Beebe Law Firm
Attorney for Respondents
514 Vischers Ferry Road
Clifton Park, NY 12065

By: 
William F. Ryan, Jr., Esq.
Tabner, Ryan & Keniry, LLP
Attorneys for Respondent-Intervenor, Mohonasen Central School District
18 Corporate Woods Boulevard
Albany, New York 12211

RESOLUTION NO. 108.25

**TO ACCEPT A MONETARY DONATION FROM THE DISABLED AMERICAN
VETERANS CHAPTER 88 FOR THE ROTTERDAM SENIOR CENTER**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts a monetary donation from the Disabled American Veterans Chapter 88, Schenectady New York, in the amount of five hundred and 00/100 (\$500.00) dollars, for the Rotterdam Senior Center.

SECTION 2. The funds shall be made available to the Rotterdam Senior Center by increasing the budget of “Programs for the Aging” (A-6772) by \$500.00.

SECTION 3. This resolution shall become effective February 26, 2025.

DATED: February 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			



LEGISLATIVE REQUEST FORM

DATE: February 7, 2025

TO: Mollie Collins, Town Supervisor

FROM: Linda L. Testa, Project Coordinator, Department of the Aging

TITLE OF REQUEST: Disabled American Veterans Donation

TO BE PLACED ON TOWN BOARD AGENDA OF: February 26, 2025

Background Information: The Town of Rotterdam has provided the Disabled American Veterans Chapter 88 with the use of the Senior Center to hold their meetings for their organization over the years.

Evaluation/Analysis: In appreciation of the use of the Senior Center the Disabled American Veterans Chapter 88 are offering a \$500.00 donation to assist the Senior Center to continue the valuable service they provide to Rotterdam's senior citizens and the Disabled American Veterans.

Recommendation(s): Accept the \$500.00 donation from the Disabled American Veterans and make the funds available to the Senior Center by increasing the budget of "programs For The Aging (A-6772) by \$500.00.

Attachment/Documents(s): Copy of the check received from the Disabled American Veterans Chapter 88.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Linda Testa, Project Coordinator, Department for the Aging

RESOLUTION NO. 109.25

TO APPROVE BUDGET TRANSFERS TO THE 2025 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
S2	S28120 4858	FROM: Water/Sewer Main.-Rep.	-12,500.00
S2	S28120 4859	FROM: S2 Sewer Line Repairs	-12,500.00
S2	S28120 2000	INTO: Equipment	+25,000.00
W5	W58340 4884	FROM: W5 Mains	-25,000.00
W5	W58340 4888	FROM: W5 Lg Diam Main Rep.	-17,280.50
W5	W58340 2000	INTO: Equipment	+42,280.50

SECTION 2. This resolution shall become effective February 26, 2025.

DATED: February 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: **February 15, 2025**

TO: **Mollie A. Collins, Supervisor**

FROM: **Comptroller's Office**

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

TOWN BOARD MEETING: To be placed on the Town Board Meeting of February 26, 2025.

Background Information: Budget transfers are needed to correct lines in DPW and for the purchase of one vehicle for the Water and Sewer Maintenance Department.

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

Recommendation(s): To be placed on the Town Board meeting of February 26, 2025, and approve the transfers.

Attachment/Document(s): Memo: Jim Keith

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Memorandum

To: Mollie Collins, Supervisor

From: James Keith, Senior Building Inspector

Subject: Budget Transfer

Date: February 14, 2025

Please transfer the following funds to cover expenses:

From	S28120 4858 Water/Sewer Maint-Repair	Amount	\$12,500.00
	S28120 4859 S2 Sewer Line Repairs	Amount	\$12,500.00
To	S28120 2000 Equipment	Amount	\$25,000.00
From	W58340 4884 W5 Mains	Amount	\$25,000.00
	W58340 4888 W5 Lg Diam Main Repair	Amount	\$17,280.50
To	W58340 2000 W5 Equipment	Amount	\$42,280.50

Thank you.

cc: Alison Grace

RESOLUTION NO. 110.25

**TO SUPPORT OF THE SCHENECTADY FOOD COUNCIL'S ADVOCACY AND
EMPOWERMENT WORKING GROUPS REGARDING PROGRAMS AND INITIATIVES
ADDRESSING FOOD INSECURITY IN NYS FY 2026 BUDGET**

WHEREAS, it is the vision of the Schenectady County Food Council that all residents of Schenectady County will have consistent, reliable, and equitable access to a sufficient amount of healthy food for themselves and their families; and

WHEREAS, as part of achieving that vision, the Council's Advocacy and Empowerment Working Group empowers all stakeholders in our local food system to advocate for changes at all levels of government; and

WHEREAS, the Schenectady County Food Council has engaged with a wide variety of stakeholders from across our food system to develop the following priorities for the NYS FY 2026 Budget:

- Supporting legislation A1318 and S.665 which would guarantee a minimum Supplemental Nutrition Assistance Program (SNAP) minimum monthly benefit of \$100,
- Fully funding the Hunger Prevention and Nutrition Assistance Program (HPNAP) and nourish NY programs at \$75 million each; and

WHEREAS, the Schenectady County Food Council's Advocacy and Empowerment Working Group sent a letter requesting support of the priorities listed above in the NYS FY 2026 Budget to Governor Kathy Hochul, State Senator James Tedisco (NY-44), State Senator Patricia Fahy (NY-46), State Assemblymember Phil Steck (NY-110), State Assemblymember Angelo Santabarbara (NY-111) and State Assemblymember Mary Beth Walsh (NY-112); NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of Rotterdam officially endorses the appeal made by the Advocacy and Empowerment Working Group of the Schenectady County Food Council and urges the Governor and New York State Legislators to consider the aforementioned priorities in the New York State Fiscal Year 2026 Budget.

SECTION 2. This resolution shall become effective February 26, 2025.

DATED: February 26, 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: February 19, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: A resolution in support of the Schenectady Food Council's Advocacy and Empowerment Working Groups request regarding programs and initiatives addressing food insecurity in NYS FY 2026 Budget.

TOWN BOARD MEETING: February 26, 2025

Background Information: The town desires to send this resolution in support of the Schenectady Food Council's Advocacy and Empowerment Working Groups regarding programs and initiatives addressing food insecurity and that this issue is addressed in the 2026 New York State budget.

Evaluation/Analysis: The town agrees with the vision of the Schenectady County Food Council that all residents of Schenectady County should have consistent, reliable and equitable access to a sufficient amount of healthy food for themselves and their families.

Recommendation(s): Recommend to approve this resolution and send a letter of support prioritizing the items listed above in the New York State 2026 budget to Governor Hochul, Senator Tedisco, Senator Fahy, Assemblymember Steck, Assemblymember Santabarbara and Assemblymember Walsh.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 111.25

**TO APPOINT DONALD D. CARPENTER, JR. TO THE POSITION OF
WATER AND SEWER MAINTENANCE WORKER**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Donald D. Carpenter, Jr. of Rotterdam, New York is hereby appointed to the position of Water and Sewer Maintenance Worker, probationary, full-time, with full CSEA employee benefits and subject to pre-employment background checks, at an annual salary of fifty-five thousand seven hundred and thirty and 10/100 (\$55,730.10) commencing March 3, 2025.

SECTION 2. This resolution shall be effective February 26, 2025.

DATED: February 26, 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: February 18, 2025

TO: Mollie A. Collins, Town Supervisor

FROM: Michael Colarossi, Water and Sewer Maintenance Manager

TITLE OF REQUEST: Appoint Mr. Donald D. Carpenter, Jr. to the position of Water/Sewer Maintenance Worker.

TOWN BOARD MEETING: February 26, 2025

Background Information: Mr. Carpenter has been employed by the City of Albany Water and Sewer Department. He has extensive experience in the repair of water mains, pipes, installing taps, traffic control and many other aspects of water and sewer maintenance.

Evaluation/Analysis: Mr. Carpenter has the experience needed to undertake the position of Water/Sewer Maintenance worker and will be an asset to the department.

Recommendation(s): Recommend to appoint Mr. Carpenter to the position of Water/Sewer Maintenance Worker.

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. Water + Sewer Maintenance Worker

POSITION TITLE

EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED

JAN 29 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

Carpenter Jr Donald D
Last Name First Name Middle Initial

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

Schenectady Rotterdam NY 12303
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>Mohonasen CSD</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:	_____
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:		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 CSD 2072 Curry Rd, Schenectady, 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:	Republic Services
From:		Firm Address:	494 Western Turnpike, Altamont, NY 12009
To:		Description of Duties:	
Employment Details Your Exact Title: <u>Hazmat Field Tech</u> Name of Your Supervisor: <u>Paul Dennis</u> Supervisor's Title: <u>Hazmat Field Supervisor</u> Hours worked / wk. (exclusive of overtime): <u>40</u> Reason for Leaving: <u>Took Government job for better work life balance</u>		Emergency Spill Response: DEC Response Work: - National Grid - Residential - NYSEG - Railroad - Central Hudson - Water Oil Spills - Machine Operating	
		Industrial Cleanings: - Water Blasting - Line Lancing - Tank Cleanings - Hazardous Spill Clean up - Water / Sewer line repairs	
Length of Employment		Firm Name:	City of Albany Water and Sewer Department
From:		Firm Address:	10 N Enterprise Dr, Albany, NY 12204
To:		Description of Duties:	
Employment Details Your Exact Title: <u>Laborer 3</u> Name of Your Supervisor: <u>Frank Kindon</u> Supervisor's Title: <u>Water Maint. Foreman</u> Hours worked / wk. (exclusive of overtime): <u>40</u> Reason for Leaving:		Assist in digging to locate water leaks - Repairs water mains and pipes - Install Taps - Traffic Control - Repairs water valves on mains, both under or without pressure - Install, maintain and repair fire hydrants - Prepare / Breakdown jobsites - Stocks repair trucks after job is finished	

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.

Donald Carpenter Jr
Signature of Applicant

Donald Carpenter Jr
Print Name

1/28/2025
Date

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

RESOLUTION NO. 112.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CONSULTING
ENGINEERS, INC. FOR CHANGE OF WORK ORDER #1 – TIME EXTENSION DUE
TO INCLEMENT WEATHER**

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 Consulting Engineers, Inc. located at 19655 Tanbark Lane, Strongsville, OH 44149, for Change Order #1 – Time Extension Due to Inclement Weather concerning Water District #5 Leak Detection Phases 3, 4 and 5.

SECTION 2. This resolution shall become effective February 26, 2025

DATED: February 26, 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: February 18, 2025

TO: Mollie A. Collins, Town Supervisor

FROM: Charles J. Dodson, Deputy Supervisor

TITLE OF REQUEST: Authorize the Supervisor to negotiate and execute an agreement with Consulting Engineers, Inc. for Change of Work Order #1 – Time Extension due to inclement weather.

TOWN BOARD MEETING: February 26, 2025

Background Information: The town has contracted to complete the leak detection in Water District 5, phases 3, 4 and 5. Due to the inclement weather the town has had, the company working on the leak detection cannot get clear and reliable sounds when looking for any leaks in the water system. The company is asking for an extension on the time of the contract so that they can give accurate information as to any leaks.

Evaluation/Analysis: The change of work order only includes an extension of the time given to the company to complete phases 3, 4 and 5 of Water District 5 leak detection and requires no additional monies.

Recommendation(s): Recommend to approve change of work order #1 for a time extension due to inclement weather.

Attachment/Document(s): See attached document

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Change Order

No. 1

Date of Issuance: February 14, 2025

Effective Date: February 14, 2025

Project: WD#5 Leak Detection Survey Phases 3, 4, & 5	Owner: Town of Rotterdam	Owner's Contract No.: 240899
Contract: Contract No. 1 – Leak Detection		Date of Contract: December 11, 2024
Contractor: Consulting Engineering Inc.		Engineer's Project No.: 240899

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

No cost change order time extension due to inclement weather.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$30,850.00</u>	Original Contract Times: ☒ Working ☐ Calendar days Substantial completion (date): <u>February 28, 2025</u> Ready for final payment (date): <u>March 15, 2025</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : <u>\$0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial completion (days): <u>0</u> Ready for final payment (days): <u>0</u>
Contract Price prior to this Change Order: <u>\$30,850.00</u>	Contract Times prior to this Change Order: Substantial completion (date): <u>February 28, 2025</u> Ready for final payment (date): <u>March 15, 2025</u>
[Increase] [Decrease] of this Change Order: <u>\$0.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (date): <u>March 31, 2025</u> Ready for final payment (date): <u>April 15, 2025</u>
Contract Price incorporating this Change <u>\$30,850.00</u>	Contract Times with all approved Change Orders: Substantial completion (date): <u>March 31, 2025</u> Ready for final payment (date): <u>April 15, 2025</u>

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 2/14/25

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: Y Chan 
Contractor (Authorized Signature)

Date: 02/14/2025

Date: _____

RESOLUTION NO. 113.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LABELLA ASSOCIATES,
D.P.C. FOR TOWN GENERAL ENGINEERING SERVICES**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with LaBella Associates, D.P.C. of 4 British American Blvd., Latham, NY 12110 for Town General Engineering Services.

SECTION 2. This resolution shall become effective February 26, 2025

DATED: February 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: February 18, 2025

TO: Mollie A. Collins, Town Supervisor

FROM: Charles J. Dodson, Deputy Supervisor

TITLE OF REQUEST: Authorize the Supervisor to negotiate and execute an agreement with LaBella Associates, D.P.C. for related Town General Engineering Services.

TOWN BOARD MEETING: February 26, 2025

Background Information: The town desires to enter into an agreement with LaBella Associates, D.P.C. for related Town General Engineering Services to support the town upon request for basic on-call and emergency response services.

Evaluation/Analysis: The town requires emergency support for engineering services that can't be performed in house. These services are non-capital improvement projects related. These services may include water, sewer, storm drainage, facilities, site, contracts. Etc.

Recommendation(s): Recommend to approve agreement with LaBella Associates, D.P.C. for related Town General Engineering Services.

Attachment/Document(s): See attached document

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Professional Services Agreement

Agreement made the _____ day of _____, 2025
between

LaBella Associates, D.P.C.
("LaBella")

and

Town of Rotterdam
("Client")

for services related to the following Project:

2025 TDE Basic Services
("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 **January 03, 2025**, 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:

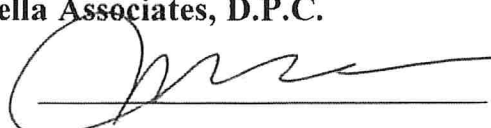
- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits 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: 1/6/2025

Town of Rotterdam

By: _____

Name Mollie Collins

Title Supervisor

Date _____

Exhibit A

LaBella's Proposal

January 03, 2025

Mollie A. Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

**RE: 2025 TDE Basic Services
Town of Rotterdam, Schenectady County, New York
LaBella Proposals #P2501005**

Dear Supervisor Collins and Town Board:

LaBella Associates, DCP (LaBella) appreciates the opportunity to serve the Town of Rotterdam in 2025.

In support of our efforts, we propose basic services as requested throughout the year. As in the past, specific assignments would be defined and authorized under project specific proposals and approvals. Further support to the Planning Board would continue to be provided upon request and funded through escrows established for each assignment.

For on-call and emergency response services, we offer the following:

Scope of Services

Task 01 - Basic On-Call Services

Scope — Professional services will be provided to support the Town upon request. These services will be provided at an hourly rate, based upon the personnel supporting the request. All time spent will be documented and descriptive comments included with related charges.

Task 02 – Emergency Response Services

Scope — Professional services will be provided to support the Town in response to emergency services and as requested. These services will be provided at an hourly rate based upon the personnel supporting the request. All time spent will be documented and descriptive comments included with related charges.

Task 03 — Reimbursable Expenses

Scope — This task will include reimbursable expenses associated with any basic on-call services or emergency response services.



Schedule

It is intended that basic on-call services and emergency response services will be provided in a timely manner.

Professional Services Fees

Services will be provided on a time and material basis, referencing our 2025 fee schedule provided with our statement of qualifications (furnished separately) and also as attached.

Authorization

As authorization, please sign, date and return the standard agreement.

We look forward to our continued support to the Town of Rotterdam

Sincerely,

Joseph M Lanaro, PE, M.ASCE
Vice President Civil Division, 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. 114.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR PURCHASE AND SALE OF
PROPERTY FOR 369 DUANESBURG ROAD**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute a contract for purchase and sale of property with Leslie J. Zampino and Robert N. Zampino, for the property of 369 Duanesburg Road, Rotterdam, New York 12306.

SECTION 2. This resolution shall become effective February 26, 2025.

DATED: February 26, 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: February 19, 2025

TO: Mollie A. Collins, Supervisor

FROM: Stephen Valiquette, Assistant Town Attorney

TITLE OF REQUEST: 369 Duanesburg Road, Purchase Contract

TOWN BOARD MEETING: February 26, 2025

Background Information: The Town of Rotterdam has requested to negotiate a contract for the purchase and sale of 369 Duanesburg Road based on the previously negotiated Option and Right of First Refusal agreement..

Evaluation/Analysis: The town has completed its due diligence relative to the purchase of 369 Duanesburg Road and is now ready to purchase the property for the new Police/Courts facility.

Recommendation(s): Decision to execute the Contract for Purchase and Sale of Property.

Attachment/Document(s): Contract for Purchase and Sale of Property
Resolution

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

CONTRACT FOR PURCHASE AND SALE OF PROPERTY

THIS CONTRACT FOR PURCHASE AND SALE OF PROPERTY (this “Contract”) is made and entered into this ____ day of February, 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

28 Memory Lane
Schenectady, New York 12306

Robert N. Zampino
1058 Laura Street
Schenectady, New York 12306

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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



February 19, 2025

Jack Dodson
Deputy Supervisor/Town Councilperson/Town of Rotterdam
1100 Sunrise Boulevard
Schenectady, NY 12306

RE: **Appraisal Report**
Effectively Vacant Land
369 Duanesburg Road
Town of Rotterdam
Schenectady County, New York

Dear Mr. Dodson,

In response to your authorization, we have prepared the attached appraisal report for the purpose of providing an opinion of market value.

The subject is a ±3.67 acre effectively vacant site, currently improved with a circa ±1980 commercial building, in fair condition, with any contributory value considered offset by the cost of demolition, located on Duanesburg Road, in the town of Rotterdam, Schenectady County, New York.

Based on the analysis contained in the following report, my opinion of market value of the subject property was as follows:

OPINION OF MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value Opinion
AS IS	FEE SIMPLE ESTATE	FEBRUARY 4, 2025	\$770,000

Our valuations are supported by the best information available as of the effective date of value. However, given the high level of uncertainty regarding future returns and investment performance across real estate markets, we recommend that the client constantly review valuation assumptions and monitor the valuation of each asset appraised. We reserve the right to revise and update our opinions of value as more market evidence becomes available.

The analyses, opinions, and conclusions were developed in conformance with our interpretation of the guidelines and recommendations set forth in the 2024 Uniform Standards of Professional Appraisal Practice (USPAP) effective January 1, 2024. The report has been prepared in accordance with the standards and reporting requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and Title XI Regulations. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisal file.

The following appraisal report in part, forms the basis of our opinion and is subject to the Assumptions and Limiting Conditions which are an integral part of the stated value.

We appreciate this opportunity to be of service to you in the preparation of the following report.

Very truly yours,

CONTI APPRAISAL & CONSULTING, LLC

**Jacqueline
R. Conti**

Jacqueline R. Conti, MAI, J.D.

Managing Member

NYS Certified General Real Estate Appraiser #46-661

Digitally signed by Jacqueline R. Conti
DN: C=US, O="Conti Appraisal & Consulting, LLC",
CN=Jacqueline R. Conti,
E=jackie@contiappraisal.com
Reason: I am the author of this document
Location: your signing location here
Date: 2025-02-19 13:49:59
Foxit Reader Version: 10.0.1

258746– 369 Duanesburg Road, Town of Rotterdam, Schenectady County, New York

RESOLUTION NO. 115.25

**TO APPOINT MEMBERS OF THE TOWN OF ROTTERDAM CONSERVATION
ADVISORY COUNCIL**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed as members to the Town of Rotterdam Conservation Advisory Council to fill the remaining vacancies to the committee with a term commencing February 26, 2025 through December 31, 2025:

Jason Waters

SECTION 2. This resolution shall become effective February 26, 2025.

DATED: February 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center | 1100 Sunrise Boulevard | Rotterdam New York 12306
Telephone: 518.355.7575 | Facsimile: 518.355.7976 | Website: www.rotterdamny.org



LEGISLATIVE REQUEST FORM

DATE: February 22, 2025

TO: Town Board

FROM: Teri A. Gallucci, Town Councilwoman

TITLE OF REQUEST: Appoint Jason Waters to the Conservation Advisory Council – Chapter 270. Zoning Article XXIV

TOWN BOARD MEETING: February 26, 2025

Background Information: To fill a vacancy within the Conservation Advisory Council.

Evaluation / Analysis: Facilitate safeguarding the natural environment and functional beauty of our surroundings which condition the quality of our life experience within the Town of Rotterdam. Work in partnership with local and state officials and with various public and private industries, agencies and organizations to foster unified action on environmental initiatives.

Recommendation(s): I recommend the Town Board appoint Jason Waters to the Conservation Advisory Council for the remainder of term.

Attachment / Document(s): Letter of Intent from Jason Waters to join the Conservation Advisory Council to assist in fulfilling the purposes of the above Article.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

2/21/2025

Hello Ms. Coppola,

I am submitting this letter to express my interest in serving the Rotterdam Conservation Advisory Council. A little about me: I am a bridge designer for the state, which I have been doing for almost 25 years. I enjoy a wide range of outdoor activities, including hiking, kayaking, canoeing, camping, and hunting. I am also a training officer for the Lower Adirondack Search and Rescue Team (LASAR). I have also served as a chapter officer and trip leader for the Adirondack Mountain Club. Conservation, in my view, is about managing environmental resources in a way that balances the needs of the public today with protecting them for the future.

Thank you,

Jason Waters

RESOLUTION NO. 116.25

TO ACCEPT BID AND AWARD CONTRACT FOR ON CALL ELECTRICAL CONSTRUCTION SERVICES

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 (<http://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

ON CALL ELECTRICAL CONSTRUCTION SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for On Call Electrical Construction Services, as needed for the Town of Rotterdam, related to water and wastewater work only to Spring Electric, located at 93 Blue Factory Road Averill Park, NY 12018, and to B&D Industries, located at 65 Washington Street Rensselaer, NY 12144, at the hourly labor rates, overhead and profit percentages per the attached spreadsheet.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the bids for On Call Electrical Construction Services, as needed for the Town of Rotterdam, related to services needed for town buildings, residential and light commercial work only and on a rotational basis to Aucore Electrical Inc., located at 46 Menand Road, Menands, NY 12204 and LaCorte Companies Inc., located at 35 Maplewood Avenue, Albany, NY 12205, at the hourly rates, overhead and profit percentages per the attached spreadsheet.

SECTION 3. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidders in accordance with the terms of the bid proposal as submitted. Summary of bid prices are on file in the Town Clerk's office.

SECTION 4. This resolution shall become effective February 26, 2025.

DATED: February 26, 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: February 24, 2025

TO: Town Board

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

TITLE OF REQUEST: On-Call Electrical Contractors Bids Acceptance

TOWN BOARD MEETING: February 26, 2024

Background Information: Bids were received on January 29, 2025, for on-call electrical contractor services on an as-needed basis. The work may include providing all labor, materials and equipment, and other means of construction necessary and incidental for the removal, repair or replacement of electrical facilities that are damaged as determined by the Town on an as needed basis.

Evaluation/Analysis: The labor rates and overhead and profit percentages are reasonable for the proposed work when/if needed.

Recommendation(s): In speaking with Jim Keith, I recommend that the Town Board approve the hourly rates, overhead and profit percentages of four (4) contractors shown on red the attached spreadsheet. They are Aucore Electrical, Lacorte Companies, B&D Industries and Spring Electric. In addition, both B&D Industries and Spring Electric provide only services related to the water and wastewater plants. Aucore Electrical and Lacorte Companies are to provide their services for town buildings, and possibly residential and light commercial work on a rotational basis.

Attachment/Document(s): See tabulation spreadsheet and contractor bid sheets.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

**SUMMARY OF ON-CALL ELECTRICAL CONTRACTORS
BIDS - 2025**

			Labor Titles and Rates											
Contractors	1	2	3	4	5	6	7	8	9	10	11	12		
Spring Electric	\$150.00	\$200.00	\$225.00	\$90.00	\$125.00	\$145.00	\$110.00	\$150.00	\$175.00	\$110.00	\$150.00	\$175.00		
SW Burke Electric	\$125.00	\$187.50	\$250.00	\$95.00	\$142.50	\$190.00	\$115.00	\$172.50	\$230.00	\$115.00	\$172.50	\$230.00		
Lacorte Companies	\$129.50	\$165.00	\$165/195	see note	see note	see note	\$125.50	\$160.00	\$160/176	see note	see note	see note		
DLC Electric	\$131.00	\$179.00	\$227.00	\$115.00	\$153.00	\$210.00	\$131.00	\$179.00	\$227.00	\$131.00	\$179.00	\$227.00		
B&D Industries	\$108.83	\$149.90	\$188.06	\$75.91	\$101.17	\$124.39	\$100.91	\$140.84	\$168.15	\$100.91	\$140.84	\$168.15		
Aucore Electrical	\$110.00	\$130.00	\$130.00	see note	see note	see note	\$110.00	\$130.00	\$130.00	see note	see note	see note		
Labor Titles:														
1. Master Electrician Labor Rate (weekdays - 8 hours)														
2. Master Electrician Labor Rate (weekdays OT)						Note: rates were not provided in bid for the labor titles.								
3. Master Electrician Labor Rate (weekends and holidays)				If these titles or other titles are needed, we will need to negotiate a rate before work commences.										
4. Apprentice Electrician Rate (weekdays - 8 hours)														
5. Apprentice Electrician Rate (weekdays OT)														
6. Apprentice Electrician Rate (weekends and holidays)														
7. Journeyman Electrician Rate (weekdays - 8 hours)														
8. Journeyman Electrician Rate (weekdays OT)														
9. Journeyman Electrician Rate (weekends and holidays)														
10. Maintenance Electrician Rate (weekdays - 8 hours)														
11. Maintenance Electrician Rate (weekdays OT)														
12. Maintenance Electrician Rate (weekends & holidays)														

SPRING ELECTRIC INC.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 61.25

CALL FOR BIDS FOR ON CALL ELECTRICAL CONTRACTOR SERVICES

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

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 On Call Electrical Contracting Services.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ON CALL ELECTRICAL CONTRACTOR SERVICES

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate 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 ELECTRONICALLY, OR IN PERSON
TO THE TOWN CLERK PRIOR TO 11:00 A.M., WEDNESDAY, JANUARY 29, 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: January 8, 2025

BidNet: Please publish on January 10, 2025

Daily Gazette: Please publish once on January 10, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 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 January 8, 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 January 13, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

BID FORM

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

On-Call Electrical Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing electrical construction services on public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? 10.5

2. Describe your previous experience providing electrical construction, maintenance and repair services to public agencies and/or private clients.

Panel upgrades, meter conversions, mcc, generators,
control devices, lighting
Primary work is commercial/industrial
with Municipalities

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 Tim Ryan, Town of Colonie, 518-783-2766x4, RyanT@colonie.org

Client 2 Mark Yello, Town of Colonie, 518-783-2766x1, yellom@colonie.org

Client 3 Dan Burke, Saratoga County Sewer, 518-664-7396, dburke@saratoga
countynyc.gov

Client 4 Maurice Doby, Town of Bethlehem, 518-439-4955x1701, mdoby@townof
bethlehem.gov

Client 5 John Sava, J Savaree Construction, 518-872-9471
jsava@jsavareeconstruction.com

4. Names of Staff to be assigned to the on-call contract and number of years of electrical experience:

a. Master Electrician Patrick Spring 30+

b. Apprentice Electrician Casey Kilmartin 6+

c. Journeyman Electrician Daniel Buonocore 20+

d. Maintenance Electrician Tyler Heppelle 3+

B. LABOR RATES

The following labor rates are to be listed by title that will be charged to the Town of Rotterdam for any and all projects:

TITLE	HOURLY RATES
1. Master Electrician Labor Rate (weekdays - 8 hours)	Hourly Rate <u>150.00</u>
2. Master Electrician Labor Rate (weekdays OT)	Hourly Rate <u>200.00</u>
3. Master Electrician Labor Rate (weekends & holidays)	Hourly Rate <u>225.00</u>
4. Apprentice Electrician Rate (weekdays - 8 hours)	Hourly Rate <u>90.00</u>
5. Apprentice Electrician Labor Rate (weekdays OT)	Hourly Rate <u>125.00</u>
6. Apprentice Electrician Rate (weekends & holidays)	Hourly Rate <u>145.00</u>
7. Journeyman Electrician Rate (weekdays - 8 hours)	Hourly Rate <u>110.00</u>
8. Journeyman Electrician Labor Rate (weekdays OT)	Hourly Rate <u>150.00</u>
9. Journeyman Electrician Rate (weekends & holidays)	Hourly Rate <u>175.00</u>
10. Maintenance Electrician Rate (weekdays - 8 hours)	Hourly Rate <u>110.00</u>
11. Maintenance Electrician Labor Rate (weekdays OT)	Hourly Rate <u>150.00</u>
12. Maintenance Electrician Rate (weekends & holidays)	Hourly Rate <u>175.00</u>

The rates shall include all costs, including overhead and profit. If there are any other titles and rates that may be needed on a project, the Town and Contractor will agree on an approved rate for that specific title prior to the start of the project.

C. MATERIALS

The materials cost will not be part of the bid evaluation. The contractor shall provide the Town with a listing and cost of all materials needed for an assigned project for review and approval. The contractor, by submitting this bid, agrees not to include any markup to the materials cost from the supplier.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

By signing and dating below, the contractor understands and accepts all terms, conditions and hourly rates bid associated with each project.

SUBMITTED on January 28 2025.

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

SVictoria J. Sp...
Signature

Spring Electric Inc.
Name of Company or Corporation

93 Blue Factory Rd
Address

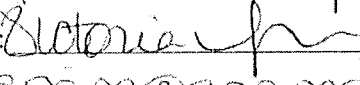
Averill Park NY 12018
City State Zip

vspring@springelectric.biz
Email

I understand that chosen to provide on call electrical contractor services, 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.

SECTION 2: 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: Spring Electric, Inc.
Signed by: Victoria J. Spring Title: President
Signature:  Date: 1/28/25
Email: vspring@springelectric.biz

**SECTION 3: RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY
CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND
WAIVER OF IMMUNITY CLAUSE**

Resolved that Victoria J. Spring be authorized to sign and submit the bid or proposal of this corporation for on all electrical services 2025 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 Spring Electric, Inc. corporation at a meeting of its board of directors held on the 25th day of February, 2015

(SEAL OF THE CORPORATION)



Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

B&D INDUSTRIES INC.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 61.25

CALL FOR BIDS FOR ON CALL ELECTRICAL CONTRACTOR SERVICES

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

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 On Call Electrical Contracting Services.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ON CALL ELECTRICAL CONTRACTOR SERVICES

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate 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 ELECTRONICALLY, OR IN PERSON
TO THE TOWN CLERK PRIOR TO 11:00 A.M., WEDNESDAY, JANUARY 29, 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: January 8, 2025

BidNet: Please publish on January 10, 2025

Daily Gazette: Please publish once on January 10, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 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 January 8, 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 January 13, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



Town of Rotterdam
Request for Bids (RFB)

On-Call Electrical Contractor
Services for Year 2025

Bid Opening:
January 29, 2025
@ 11:00 AM.

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam On-Call Electrical Construction Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 11:00 AM local time on Wednesday, January 29, 2025, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract: On-Call Electrical Contractor Services. The work shall include providing all labor, materials, equipment, and other means of construction necessary and incidental for the removal, repair, replacement or new electrical facilities as determined by the Town on an as needed basis.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be for work to be performed in the year 2025.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340 to discuss this on-call electrical construction services.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The town may select one (1) or more electrical contractors for this on-call electrical services.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

TOWN OF ROTTERDAM

BID FORM

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

On-Call Electrical Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing electrical construction services on public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? 70

2. Describe your previous experience providing electrical construction, maintenance and repair services to public agencies and/or private clients.

B&D has extensive experience performing projects of similar size and scope as outlined in the RFB. We have a number of projects recently completed that are very similar in scope and magnitude to this project. We believe that we have a thorough understanding of the challenges and risks related to this type of work and have learned valuable implementation lessons that will benefit the Town of Rotterdam in this delivery. B&D is a longstanding contractor with over 70 years of experience. We hold contracts with municipalities and private agencies such as Saratoga County, Town of Halfmoon, Town of Niskayuna, Regeneron Pharmaceuticals, Haleon. We routinely complete scopes of work of similar complexity and magnitude for all these customers.

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 Regeneron, Kyle Olmstead, 518-522-5684, kyle.olmstead@regeneron.com

Client 2 Haleon, Lalitkumar Kaushik, 518-239-6901, lalitkumar.x.kaushik@haleon.com

Client 3 Lithia Motors, Paul Lynch, 518-717-7091, paullynch@lithia.com

Client 4 Regeneron, Bryan McNall, 518-376-7206, bryan.mcnall@regeneron.com

Client 5 Wainschaf and Associates, Josh Wainman, 518-449-2220, jwainman@waiconstruction.com

4. Names of Staff to be assigned to the on-call contract and number of years of electrical experience:

a. Master Electrician Nicholas DeNyse - 15 years experience / Randy Hirschfeld - 25 years experience

b. Apprentice Electrician Eric Cross - 5 years experience / Charles Bridgeford - 4 years experience

c. Journeyman Electrician Nathan Elble - 15 years experience / Christopher Kocienski - 13 years experience

d. Maintenance Electrician Joseph Carlino - 10 years experience / Scott Bishop - 25 years experience

B. LABOR RATES

The following labor rates are to be listed by title that will be charged to the Town of Rotterdam for any and all projects:

TITLE	HOURLY RATES
1. Master Electrician Labor Rate (weekdays - 8 hours)	Hourly Rate <u>\$108.83</u>
2. Master Electrician Labor Rate (weekdays OT)	Hourly Rate <u>\$149.90</u>
3. Master Electrician Labor Rate (weekends & holidays)	Hourly Rate <u>\$188.06</u>
4. Apprentice Electrician Rate (weekdays - 8 hours)	Hourly Rate <u>\$75.91</u>
5. Apprentice Electrician Labor Rate (weekdays OT)	Hourly Rate <u>\$101.17</u>
6. Apprentice Electrician Rate (weekends & holidays)	Hourly Rate <u>\$124.39</u>
7. Journeyman Electrician Rate (weekdays - 8 hours)	Hourly Rate <u>\$100.91</u>
8. Journeyman Electrician Labor Rate (weekdays OT)	Hourly Rate <u>\$140.84</u>
9. Journeyman Electrician Rate (weekends & holidays)	Hourly Rate <u>\$168.15</u>
10. Maintenance Electrician Rate (weekdays - 8 hours)	Hourly Rate <u>\$100.91</u>
11. Maintenance Electrician Labor Rate (weekdays OT)	Hourly Rate <u>\$140.84</u>
12. Maintenance Electrician Rate (weekends & holidays)	Hourly Rate <u>\$168.15</u>

The rates shall include all costs, including overhead and profit. If there are any other titles and rates that may be needed on a project, the Town and Contractor will agree on an approved rate for that specific title prior to the start of the project.

C. MATERIALS

The materials cost will not be part of the bid evaluation. The contractor shall provide the Town with a listing and cost of all materials needed for an assigned project for review and approval. The contractor, by submitting this bid, agrees not to include any markup to the materials cost from the supplier.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

By signing and dating below, the contractor understands and accepts all terms, conditions and hourly rates bid associated with each project.

SUBMITTED on 29-January 2025.

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



Signature

B&D Industries, Inc.

Name of Company or Corporation

9720 Bell Avenue SE

Address

Albuquerque, NM 87123

City State Zip

clinton@banddindustries.com

Email

I understand that chosen to provide on call electrical contractor services, 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.

AUCORE ELECTRICAL INC.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

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CALL FOR BIDS FOR ON CALL ELECTRICAL CONTRACTOR SERVICES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ON CALL ELECTRICAL CONTRACTOR SERVICES

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate 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 ELECTRONICALLY, OR IN PERSON
TO THE TOWN CLERK PRIOR TO 11:00 A.M., WEDNESDAY, JANUARY 29, 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: January 8, 2025

BidNet: Please publish on January 10, 2025

Daily Gazette: Please publish once on January 10, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 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 January 8, 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 January 13, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



Town of Rotterdam
Request for Bids (RFB)

On-Call Electrical Contractor
Services for Year 2025

Bid Opening:
January 29, 2025
@ 11:00 AM.

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam On-Call Electrical Construction Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 11:00 AM local time on Wednesday, January 29, 2025, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract: On-Call Electrical Contractor Services. The work shall include providing all labor, materials, equipment, and other means of construction necessary and incidental for the removal, repair, replacement or new electrical facilities as determined by the Town on an as needed basis.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be for work to be performed in the year 2025.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340 to discuss this on-call electrical construction services.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The town may select one (1) or more electrical contractors for this on-call electrical services.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

TOWN OF ROTTERDAM

BID FORM

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

On-Call Electrical Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing electrical construction services on public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? 7 Years

2. Describe your previous experience providing electrical construction, maintenance and repair services to public agencies and/or private clients.

We are currently under contract with Albany County to provide them with Electrical work, currently under contract with Albany Medical

Center for multiple contracts, and we have had a previous contract with Voorheesville Central Schools for electrical work.

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 Dave Reilly FPI Mechanical DReilly@fpimechanical.com 518-376-0619

Client 2 Vince Perry Albay Medical Center PerryV@amc.edu 315-460-5545

Client 3 Geoff Mohr Johnson Controls Geoffrey.A.Mohr@jci.com 518-605-4949

Client 4 Shawn Mullahy Two Rivers Management Shawn@tworiversmgmt.com 347-268-8605

Client 5 Thomas A. Stover Albany County DGS Thomas.Stover@albanycountyny.gov 518-447-3020

4. Names of Staff to be assigned to the on-call contract and number of years of electrical experience:

a. Master Electrician Gary AuClaire 18 Years

b. Apprentice Electrician _____

c. Journeyman Electrician Justin Maskell 8 years

d. Maintenance Electrician _____

B. LABOR RATES

The following labor rates are to be listed by title that will be charged to the Town of Rotterdam for any and all projects:

TITLE	HOURLY RATES
1. Master Electrician Labor Rate (weekdays - 8 hours)	Hourly Rate \$110
2. Master Electrician Labor Rate (weekdays OT)	Hourly Rate \$130
3. Master Electrician Labor Rate (weekends & holidays)	Hourly Rate \$130
4. Apprentice Electrician Rate (weekdays - 8 hours)	Hourly Rate
5. Apprentice Electrician Labor Rate (weekdays OT)	Hourly Rate
6. Apprentice Electrician Rate (weekends & holidays)	Hourly Rate
7. Journeyman Electrician Rate (weekdays - 8 hours)	Hourly Rate \$110
8. Journeyman Electrician Labor Rate (weekdays OT)	Hourly Rate \$130
9. Journeyman Electrician Rate (weekends & holidays)	Hourly Rate \$130
10. Maintenance Electrician Rate (weekdays - 8 hours)	Hourly Rate
11. Maintenance Electrician Labor Rate (weekdays OT)	Hourly Rate
12. Maintenance Electrician Rate (weekends & holidays)	Hourly Rate

The rates shall include all costs, including overhead and profit. If there are any other titles and rates that may be needed on a project, the Town and Contractor will agree on an approved rate for that specific title prior to the start of the project.

C. MATERIALS

The materials cost will not be part of the bid evaluation. The contractor shall provide the Town with a listing and cost of all materials needed for an assigned project for review and approval. The contractor, by submitting this bid, agrees not to include any markup to the materials cost from the supplier.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

By signing and dating below, the contractor understands and accepts all terms, conditions and hourly rates bid associated with each project.

SUBMITTED on January 27th 2025.

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



Signature

AuCore Electrical Inc

Name of Company or Corporation

46 Menand Rd

Address

Menands

City

Ny

State

12204

Zip

Gary@AuCoreElectric.com

Email

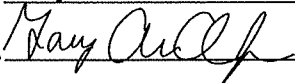
I understand that chosen to provide on call electrical contractor services, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge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

SECTION 2: 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: AuCore Electrical Inc

Signed by: Gary AuClaire Title: Owner

Signature:  Date: 01/27/2025

Email: Gary@AuCoreElectric.com

**SECTION 3: 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.

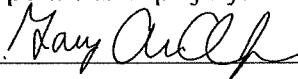
The foregoing is a true and correct copy of the resolution adopted by _____ corporation at a meeting of its board of directors held on the _____ day of _____, 20__.

(SEAL OF THE CORPORATION)

Signature of Secretary

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

I, Gary AuClaire hereby sign and submit this bid or proposal for AuCore Electrical 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

01/27/2025

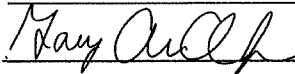
Date

**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: AuCore Electrical Inc

Signed by: Gary AuClaire Title: Owner

Signature:  Date: 01/27/2025

LACORTE COMPANIES INC.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 61.25

CALL FOR BIDS FOR ON CALL ELECTRICAL CONTRACTOR SERVICES

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

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 On Call Electrical Contracting Services.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ON CALL ELECTRICAL CONTRACTOR SERVICES

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate 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 ELECTRONICALLY, OR IN PERSON
TO THE TOWN CLERK PRIOR TO 11:00 A.M., WEDNESDAY, JANUARY 29, 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: January 8, 2025

BidNet: Please publish on January 10, 2025

Daily Gazette: Please publish once on January 10, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 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 January 8, 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 January 13, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



Town of Rotterdam
Request for Bids (RFB)

On-Call Electrical Contractor
Services for Year 2025

Bid Opening:
January 29, 2025
@ 11:00 AM.

TOWN OF ROTTERDAM

BID FORM

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

On-Call Electrical Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing electrical construction services on public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? 45

2. Describe your previous experience providing electrical construction, maintenance and repair services to public agencies and/or private clients.

see attached

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 CDTA - FAC 155-2000
3/1/22 - Present new contract for another 3 years

Client 2 Albany City Airport maintenance contract
3/1/22 - 5 year contract 518 242-2222 Purchasing office

Client 3 Plug in Stations - EV charging installations many contracts
bfetterman@pisoer.com 518 416-3389

Client 4 Schenectady County Community College many jobs
Tony Schwartz 518 381-1475 Schwaraj@sunysccc.edu

Client 5 MNS Pro 315 657-1879 Many projects
Scotia Depot Project moe@mnsprocompanies.com

4. Names of Staff to be assigned to the on-call contract and number of years of electrical experience:

a. Master Electrician Al Parascandola employed since 1994

b. Apprentice Electrician N/A

c. Journeyman Electrician Nicholas McNall employed since 2004

d. Maintenance Electrician Mike Fredericks employed since 1994

B. LABOR RATES

The following labor rates are to be listed by title that will be charged to the Town of Rotterdam for any and all projects:

TITLE	HOURLY RATES
1. Master Electrician Labor Rate (weekdays - 8 hours)	Hourly Rate <u>129.50</u>
2. Master Electrician Labor Rate (weekdays OT)	Hourly Rate <u>165.00</u>
3. Master Electrician Labor Rate (weekends & holidays)	Hourly Rate <u>165.00, 195.00</u>
4. Apprentice Electrician Rate (weekdays - 8 hours)	Hourly Rate <u>N/A</u>
5. Apprentice Electrician Labor Rate (weekdays OT)	Hourly Rate <u>N/A</u>
6. Apprentice Electrician Rate (weekends & holidays)	Hourly Rate <u>N/A</u>
7. Journeyman Electrician Rate (weekdays - 8 hours)	Hourly Rate <u>135.50</u>
8. Journeyman Electrician Labor Rate (weekdays OT)	Hourly Rate <u>160.00</u>
9. Journeyman Electrician Rate (weekends & holidays)	Hourly Rate <u>160.00, 196.00</u>
10. Maintenance Electrician Rate (weekdays - 8 hours)	Hourly Rate <u>N/A</u>
11. Maintenance Electrician Labor Rate (weekdays OT)	Hourly Rate <u>N/A</u>
12. Maintenance Electrician Rate (weekends & holidays)	Hourly Rate <u>N/A</u>

The rates shall include all costs, including overhead and profit. If there are any other titles and rates that may be needed on a project, the Town and Contractor will agree on an approved rate for that specific title prior to the start of the project.

C. MATERIALS

The materials cost will not be part of the bid evaluation. The contractor shall provide the Town with a listing and cost of all materials needed for an assigned project for review and approval. The contractor, by submitting this bid, agrees not to include any markup to the materials cost from the supplier.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

N/A

By signing and dating below, the contractor understands and accepts all terms, conditions and hourly rates bid associated with each project.

SUBMITTED on January 29 2025.

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

Aileen LaCorte
Signature

LaCorte Companies LLC
Name of Company or Corporation

35 Maplewood Ave
Address

Albany NY 12205
City State Zip

elacorte@lacorte.com
Email

I understand that chosen to provide on call electrical contractor services, 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.

SECTION 2: 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: Lacorte Companies LLC
Signed by: [Signature] Title: President
Signature: Eileen LaCorte Date: 1/24/25
Email: elacorte@lacorte.com

**SECTION 3: RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY
CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND
WAIVER OF IMMUNITY CLAUSE**

Resolved that Eileen LaCorde be authorized to sign and submit the bid or proposal of this corporation for LaCorde Companies LLC 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 LaCorde Companies corporation at a meeting of its board of directors held on the 13 day of September, 2024.



(SEAL OF THE CORPORATION)

Signature of Secretary

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

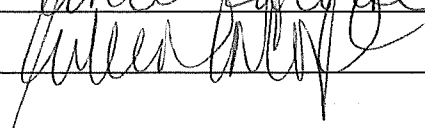
I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, 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: LaCorde Companies LLC
Signed by: Eileen LaCorde Title: President
Signature:  Date: 1/24/25