

MEETING OF THE ROTTERDAM TOWN BOARD

April 23, 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

- Public hearing on the Establishment of Extension No. 28 to Water District No. 5 in the Town of Rotterdam, Schenectady County, New York. Pg. 4
- Public hearing In the Matter of The Joint Increase and Improvement of the Facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York. Pg. 61

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

- 155.25** Accepting Town Board Meeting Minutes. Pg. 72
- 156.25** To appoint Michael Isabella to the position of Traffic Safety Coordinator. Pg. 97
- 157.25** To appoint Maria Dimeo to the position of Court Clerk I. Pg. 100
- 158.25** To appoint members of the Town of Rotterdam Parks and Recreation Advisory Committee. Pg. 104
- 159.25** To authorize the Town Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association (CSEA) recognizing the establishment of the new job title of Senior Park Attendant. Pg. 108
- 160.25** To authorize an agreement with Mohawk Valley Society Local 85-133 for live music for the 2025 Summer Concert Series. Pg. 115
- 161.25** To negotiate and execute a contract with Santore's World of Famous Fireworks LLC and Night Sky Productions LLC. Pg. 119
- 162.25** To negotiate and execute an agreement with Precision Industrial Maintenance, LLC for jetting at the Altamont Avenue pump station. Pg. 126
- 163.25** To approve the purchase and installation of emergency vehicle equipment to the Water and Sewer truck. Pg. 130
- 164.25** To negotiate and execute an agreement with Pinnacle Roofing for roof repairs on Building 1 located at the Rotterdam Junction Wellfield. Pg. 136
- 165.25** To accept bid and award contract for On Call Plumber Contractor Services. Pg. 148
- 166.25** To accept and award bid for one (1) Interstate Model 40 DLA or comparable 20-ton Equipment Trailer. Pg. 179
- 167.25** A Resolution making certain determinations in relation to and approving the establishment of Extension No. 28 to Water District No. 5 in the Town of Rotterdam, Schenectady County, New York, pursuant to Article 12-A of the Town law. Pg. 192
- ORDER 3.25** In the Matter of The Joint Increase and Improvement of the Facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York. Pg. 200

168.25 A Resolution authorizing the issuance of \$967,455 serial bonds of the Town of Rotterdam, Schenectady County, New York, to pay the cost of the joint increase and improvement of the facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York. Pg. 205

169.25 To accept and award bid for Fire Hydrants & Hydrant Marker Flags. Pg. 213

170.25 To recognize the introduction of Introductory Local Law No. ____ of 2025; To enact proposed amendments to Chapter 107 of the Town Code of the Town of Rotterdam and scheduling a public hearing thereon. Pg. 236

171.25 To adopt the rules for the new Juracka Dog Park in the Town of Rotterdam. Pg. 241

172.25 To establish Capital Project expenditure line H136-Wastewater Treatment Plant Facility.
**added during the agenda review session*

173.25 To extend the term of the Energy Advisory Committee.
**added during the agenda review session.*

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT
Mollie A. Collins, Supervisor

PUBLIC HEARING

#1

Public hearing on the Establishment of
Extension No. 28 to Water District No.
5 in the Town of Rotterdam,
Schenectady County, New York.

4/23/25

**MAP, PLAN, AND REPORT
WATER DISTRICT #5 EXTENSION #28**

For:

BJ'S WHOLESALE CLUB WITH FUELING STATION
& FAST-FOOD BUILDING WITH DRIVE UP WINDOW
880 & 900 Duanesburg Road
Town of Rotterdam
Schenectady County, New York

Prepared For:

GDPLLville Rotterdam, LLC
P.O. Box 55
145 Otterkill Road
Mountainville, NY 10953

January 29, 2025
Revised February 28, 2025
Revised March 20, 2025

Project No. 5657A



Prepared By:

Luigi A. Pallechi, P.E.
ABD Engineers & Surveyors, LLP
411 Union Street
Schenectady, NY 12305
(518) 377-0315

**MAP, PLAN, AND REPORT
WATER DISTRICT #5 EXTENSION #28**

BJ'S WHOLESALE CLUB WITH FUELING STATION
& FAST-FOOD BUILDING WITH DRIVE UP WINDOW
880 & 900 Duanesburg Road
Town of Rotterdam
Schenectady County, New York

ITEM

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General Site Development	3
Water Distribution System	3
Water Demand, Supply and Use	4
Fire Protection.....	4
Design for Sanitary Sewers.....	5
Ownership & Financing	5

EXHIBIT 1	SITE LOCATION MAP
EXHIBIT 2	EXISTING WATER DISTRICT #5 BOUNDARY MAP
EXHIBIT 3	PROPOSED WATER DISTRICT #5 BOUNDARY MAP
EXHIBIT 4	PROPOSED WATER DISTRICT BOUNDARY DESCRIPTION
APPENDIX A	SITE UTILITY AND GRADING PLANS
APPENDIX B	TELGIAN WATER FLOW ANALYSIS REPORT
APPENDIX C	SEQR DOCUMENTS
APPENDIX D	WATER MAIN EXTENSION COST ESTIMATE

MAP, PLAN, AND REPORT
WATER DISTRICT #5 EXTENSION #28

BJ'S WHOLESALE CLUB WITH FUELING STATION
& FAST-FOOD BUILDING WITH DRIVE UP WINDOW
900 & 880 Duanesburg Road
Town of Rotterdam
Schenectady County, New York

Project Location and Description

The Applicant is proposing the development of a 17.05± acre parcel located at 880 & 900 Duanesburg Road in the Town of Rotterdam, Schenectady County, New York (see Exhibit 1). The site is bordered on the north by an Interstate 88 on-ramp, Interstate 88, and a tandem lot, on the east by the Mohawk Valley Library System, on the south by Duanesburg Road, and on the west by Becker Road.

General Site Development

In December 2024 the Rotterdam Town Board completed TYPE 1 SEQR negative declaration and approved a zone change to allow B-2 uses. Also in December 2024, the Planning Commission granted conditional final site plan approval for the proposed development including proposed improvements to the water main system. The proposed development consists of constructing 104,495± SF 1-story BJ's Wholesale Club building comprising retail space, a tire center, and a fueling station with a canopy and kiosk, and a 2,500± SF drive-up fast food restaurant building, with associated asphalt parking, utilities, and stormwater management areas. Full access to and from the site will be off Duanesburg Road.

Water Distribution System

The property is not fully within the water district and therefore a water district extension will be needed. The existing water line within Duanesburg Road is a 12" D.I.P. As discovered from Town records, the existing water mains along Duanesburg Road are dead ends and the proposal is to extend the existing water main and provide a looped system. The proposed design is to extend the main with a 12" D.I.P that will

provide a looped system. The existing and extended main will be within the R.O.W and owned and operated by the Town of Rotterdam. No easements are necessary.

Water Demand, Supply and Use

The Town of Rotterdam has two water districts. Water district #3 is served by two drilled wells located off Route 5S in Rotterdam Junction and Water District #5, which is served by five drilled wells located off Rice Rd. The permitted pumping capacity for Water District #5 is 10,000,000 gallons per day (gpd); the maximum peak day averages 9,100,000 gallons. Pumping up to 7,00 gallons per minute with elevated storage tanks and standpipe combine to provide 5.2 million gallons of storage capacity.

As proposed, water use demands are taken from actual usage from other BJ's facility and fast-food restaurants. They are within the NYSDEC "Design Standards for Wastewater Treatment Works, 2004". The Project water use design for both buildings is 10,000 GPD.

Fire Protection

The proposed project will connect to the 12" main with a new 10" water lateral into the site and will contain three (3) new hydrants onsite, spaced appropriately around BJ's building. The fire flow was tested at each dead ended hydrant on Duanesburg Road (see below). The Flow was 920 GPM when the hydrant valve was opened with a static pressure of 50 PSI and a residual drop to 40 PSI for both tests.



Test #1



Test #2

In order to provide the needed fire flow for the project, further calculations were completed by Teligian Engineering & Consulting. A copy of their report is attached in Appendix B. In conclusion, after the public main is looped, both fire and domestic flows will be sufficient for the project.

Design for Sanitary Sewers

The sanitary sewer system to serve the proposed project area will be designed on-site with a privately owned onsite Wastewater Treatment Plant (WWTP) that will be designed, constructed and maintained in accordance with N.Y.S. Department of Environmental Conservation Standards. The BJ's building is proposed to have new 6" and 8" PVC SDR 26 laterals via gravity connecting directly into the WWTP system components. The average daily flow is estimated at 9,600 GPD. Peak daily flow is estimated at 19,200 GPD based on a peaking factor of 2.0.

Ownership & Financing

All costs (estimated at \$112,000) will be the responsibility of the developer/owner/applicant. Upon completion and acceptance of the project construction, testing and chlorination, the new main within the R.O.W. will be turned over to the Town of Rotterdam for operation and maintenance. No hook up fee is anticipated since the developer is improving the Towns water main. Typical cost will be \$93.02/EDU.

**EXHIBIT 1
SITE LOCATION MAP**

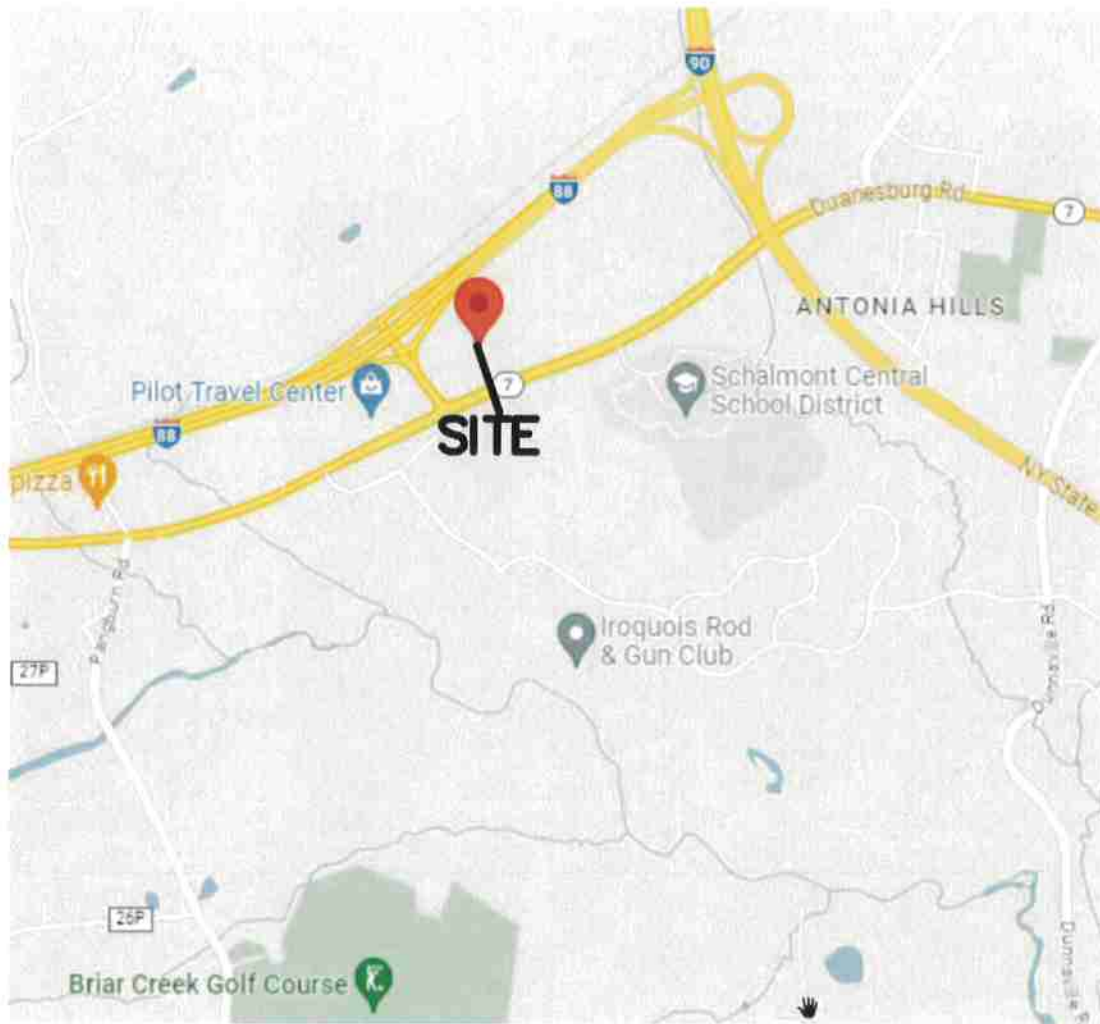


EXHIBIT 2
EXISTING WATER DISTRICT #5 BOUNDARY MAP

EXHIBIT 3
PROPOSED WATER DISTRICT #5 BOUNDARY MAP

[illegible]

PREPARED UNDER DISTRICT HIGHWAY MAP			
			
WITH FUELING STATION PLAZA 500 & 500 DUNSMITH ROAD			
TOWN OF BIRMINGHAM		COUNTY OF SCHUYSKILL	
STATE OF NEW YORK			
 ENGINEERS & SURVEYORS 25-29 ELM PLAZA-27-28 NEWARK, N.J.			
DATE: FEBRUARY 28, 1958	SCALE: 1" = 50'	SHEET: SECA-282 WATER	OF 2

EXHIBIT 4
PROPOSED WATER DISTRICT #5 EXT#28
BOUNDARY DESCRIPTION

DESCRIPTION

PROPOSED WATER DISTRICT #5 EXTENSION #28

BEGINNING at a point in the northerly highway boundary of the Schenectady/Duanesburg state highway at its intersection with the division line between Lands Now or Formerly of Collier as described in Liber 1068 of Deeds at Page 832 on the east and Lands herein described on the west; thence running westerly along said northerly highway boundary of the Schenectady/Duanesburg state highway 716 Feet more or less to a point in the southeasterly highway boundary of Route 7 to Route 7 connector; thence northerly, easterly, southerly and easterly 2,527 Feet more or less to a point in the division line between the Lands Now or Formerly of Avery as described in Liber 1506 of Deeds at Page 256 on the east and the herein described parcel on the west; thence along said division line 113 Feet more or less to a point at the northeasterly corner of Lands Now or Formerly of Mastrianni as described in Liber 608 of Deeds at Page 478; thence westerly and southwesterly 1,022 Feet more or less to a point; thence southerly 349 Feet more or less to a point in the aforementioned northerly highway boundary of the Schenectady/Duanesburg state highway; thence along said northerly highway boundary of the Schenectady/Duanesburg state highway 124 Feet more or less to the point and place of beginning and containing 17± acres of land more or less.

APPENDIX A
SITE UTILIT AND GRADING PLANS REDUCED 11 1

BUILDING RENDER



SITE LAYOUT
1"=100'



ZONING MAP



SITE LOCATION MAP

1. COVER SHEET
2. LOT LINE AMENDMENT & OVERALL LAYOUT PLAN
3. LANDSCAPING PLAN
4. LIGHTING PLAN
5. GRADING AND STORMWATER PLAN
6. UTILITIES PLAN
7. PROFILES
8. EROSION CONTROL PLAN
9. SITE DETAILS
10. BJ DETAILS-1
11. BJ DETAILS-2

TOWN OF ROTTERDAM		PROPOSED 200 THUNDERBOLT	PREVIOUS 200 THUNDERBOLT
S-3 SCHOOL BUSINESS DISTRICT			
CONCRETE	40' AND	75'	32.5' TO FACILITY
REINFORCED			
FRONT	30'	67'	30'
BACK	10'	67' & 134'	67' & 30'
SIDE	10'	67'	30'
MINIMUM LOT AREA	10,000 SF	1,712 SQUARE	10,000 SQUARE
MINIMUM LOT WIDTH	100' AND	120'	120'
MINIMUM LOT DEPTH	50' (MINIMUM/40,000 SF)	1,300'	1,300'

*CROSSING CLIMAX FROM A-1 TO B
DURING THE TOWN MEETING

PARKING REQUIREMENTS	PROCESSES
TOWN OF NOTTINGHAM GARAGEY OR PARK SPACES 4 SPACES PER 1,000 SF OF GROSS FLOOR AREA (MINIMUM 80) (2,000 SF / 1,000 SF = 2 - SET SPACES)	1.5 SPACES PER 1,000 SF (470 SF FOR 675 REQUIREMENT) 480 SPACES PROVIDED
DECK-IN RESTAURANTS 20 SPACES PER 1,000 SF OF GFA (2,000 SF / 1,000 SF = 20 = 42 SPACES)	20 SPACES PROVIDED
TOTAL REQUIRED SPACES = 482 SPACES	480 TOTAL SPACES PROVIDED

NO. 1000 (REVISED 1977)

[illegible]

MAP ENTITLED "ALCA/VOPE LAND TITLE SURVEY LINES TO BE CONNECTED TO OCEANVIEW DEVELOPMENT PARTNERS V. LLC STREET NO. 5 800 AND 800 OCEANVIEW ROAD" PREPARED BY ABE ENGINEERS & SURVEYORS, LLC, DATED JANUARY 18, 2024, LAST REVISED JANUARY 28, 2024.

		MANUAL TEST		
		NORMAL TEST	CONTROL TEST	
	BLANKED TEST		PROPOSED TEST	28 GATCH-BASH
			DATA LINE	30 JAMBLE
1	PROPOSED UNDERLINE		DATA LINE (PDC)	34 WAGE SET 3P
2	ELECTRONIC TEST		UNDERLINE TEST	36 ROOT 3P 3P
3	PROPOSED FOREIGN LINE		WATER LINE	38 DIFFWELL
4	PROPOSED SANITARY LINE		WATER LINE	39 WAGE WAGE
5	FOREIGN LINE		WATER LINE	40 DIFFWELL
6	SANITARY LINE		WATER LINE	41 WAGE WAGE
7			WATER LINE	42 DIFFWELL
8			WATER LINE	43 WAGE WAGE
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83			WATER LINE	118 DIFFWELL
84			WATER LINE	119 WAGE WAGE
85			WATER LINE	120 DIFFWELL

APPLICANT:
DELAWARE INTERNATIONAL, LLC
PO BOX 88
144 STERELL ROAD
MOUNTAINVILLE, NY 13852
TEL: 845.437.7112 x 222-4-13

COVER SHEET



WITH FUELING STATION PLAZA

900 & 880 GUANGZHONG ROAD	
THIRD DEPARTMENT	CHANG IN WANGTIAN

STATE OF NEW YORK

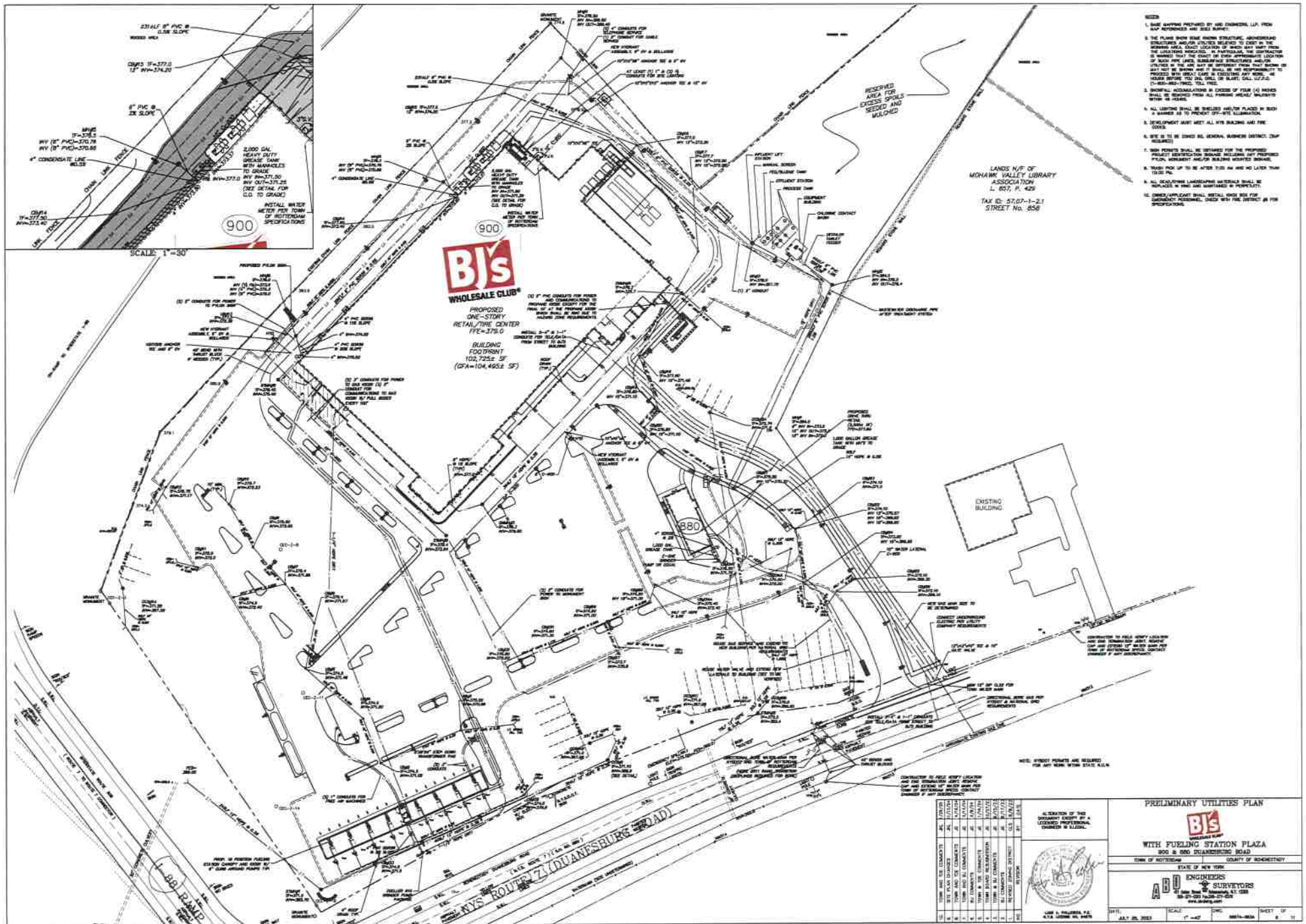
A B D ENGINEERS
SURVEYORS
47 Main Street, Schenectady, N.Y. 12309
Tel. 518-339-1100 Fax 518-339-4210

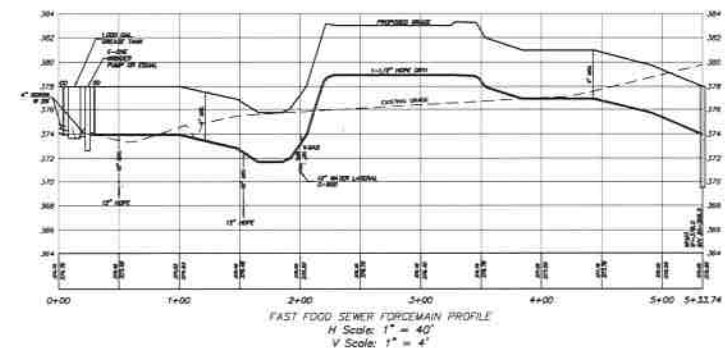
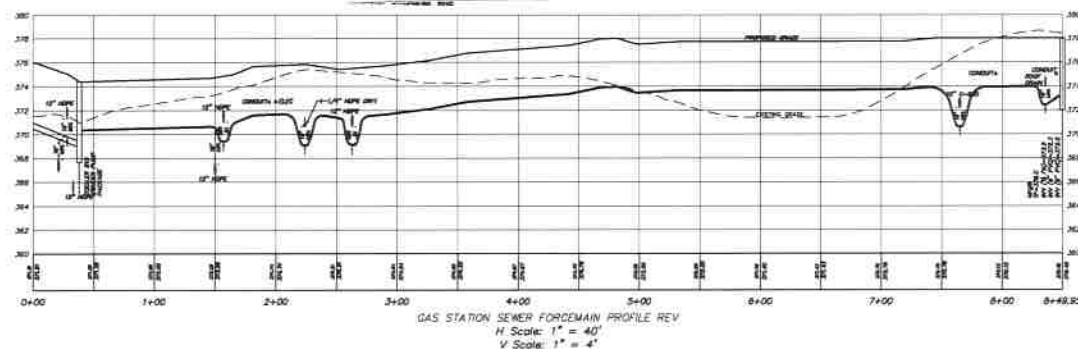
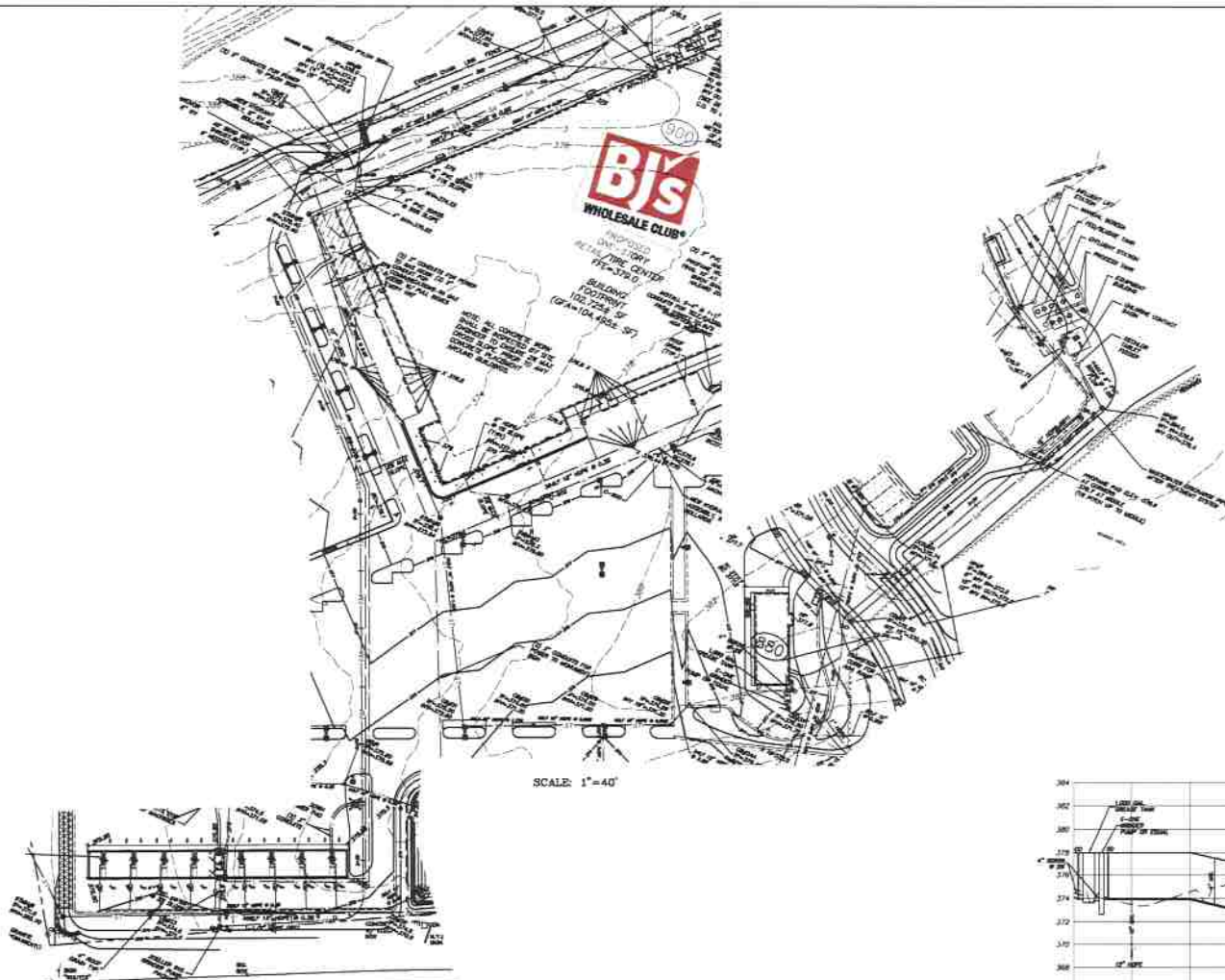
www.dharmajournal.com

DATE:	SCALE:	ORG:
Aug 28, 2022	NO SCALE	INDIA-USA

April 2

Apr 2





STATE OF NEW YORK COUNTY OF SHERIDAN TOWN OF SHERIDAN WITH FUELING STATION PLAZA 200 & 202 QUAKERING ROAD ENGINEERS SURVEYORS JAMES H. HARRISON, P.E. ALAN L. GARDNER, P.E. DATE: JUL 26, 2023 SCALE: 1" = 40' SHEET: 2 OF 2		FORCEMAIN PROFILES B'S WITH FUELING STATION PLAZA 200 & 202 QUAKERING ROAD ENGINEERS SURVEYORS JAMES H. HARRISON, P.E. ALAN L. GARDNER, P.E. DATE: JUL 26, 2023 SCALE: 1" = 40' SHEET: 2 OF 2
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APPENDIX B
TELGIAN WATER FLOW ANAL SIS REPORT

**BJs Wholesale Club
Water Supply Test and Site Flow Analysis
Rotterdam, NY
Project # 30130.200.200**

To Whom This May Concern:

The requested water supply test and site flow analysis for the subject project are detailed in this report and submitted for review and posting. This report has been updated to incorporate new flow test results that were completed on 2/9/2024.

SUMMARY OF RESULTS (CONCLUSION C1 - AS DESIGNED)

Fireline Base of Riser (BOR) static pressure at Finish Floor Elevation (FFE):	26 psi
Fireline BOR static pressure upstream of Back Flow Preventer at FFE:	36 psi
Fireline BOR residual pressure at FFE:	19.5 psi @ 1500 gpm
Fireline BOR FFE:	379-ft. AMSL
Safety Factor Utilized in Calculations:	-10.0 psi

Fireline Backflow Preventer Required: Double Check Type Backflow Preventer Located Inside the Building (8-inch AMES 2000 SS is assumed for calculations).

A fire pump **WILL** be required for fire sprinkler demands. A water storage tank **WILL NOT** be required for fire sprinkler demands. See Conclusions and attached calculations for information.

Assumptions:

Water supply calculations presented herein are based on Telgian's best understanding of the final fire suppression system riser and lead-in locations. Actual system demands may vary depending on several factors. Calculations presented in this report take as many variables into account as possible but recommendations may change in some situations where available water pressure is borderline. It is highly recommended that additional reviews and, if necessary, calculations be completed if assumptions presented in this report change in any way.

Information Gathered:

1. ABD Engineers & Surveyors conducted a hydrant flow test on February 9, 2024, with the assistance of Rotterdam Water and Princetown Water departments. This analysis is based on results from that test.

LOCATIONS WORLDWIDE

4001 Kennett Pike, Suite 308 | Wilmington, DE 19807 | 302.300.1400 | www.telgian.com

WATER SUPPLY SITE SURVEY REPORT

BJs Wholesale Club

Rotterdam, NY

TEST DATE: 12/20/23

UPDATED TEST DATE: 02/09/24

2. Water main sizes and layout were provided by Rotterdam Water Department. Public water main sizes and layout were provided by Rotterdam Water Department Fred Mastroianni (Phone: 518-355-7575, ext. 354).
3. Telgian was unable to obtain information on backflow prevention requirements from the Rotterdam Water Department. For fire services, a double check valve assembly (AMES 2000 SS) is assumed for this calculation located inside the building. Once contact is made with the water district an update to this report will be provided.

The Site:

This site is located in the west portion of Rotterdam NY, along Duanesburg Rd. A 12-Inch assumed ductile iron water main is to be extended on Duanesburg and is proposed to supply a 10-inch service to the new club. Please note that the fire service isn't looped around the building per BJ's specifications. The arrangement of these lines in the immediate vicinity of the property is shown on Attachment #1 – Location Sketch. It is proposed that sprinkler protection for this facility is to be provided by a 10-inch lead-in from the 12-Inch fire line south of the property, as shown on Attachment #1.

The Public System:

The City of Rotterdam has two water districts. Water district #3 is served by two drilled wells located off Route 5S in Rotterdam Junction. The permitted pumping capacity is 1,000,000 gallons per day (gpd). Pumping capacity is approximately 1000 gallons per minute. There is a 500,000-gallon storage tank to meet consumer demand and provide adequate fire protection.

Water District #5 is served by five drilled wells located off Rice Rd. The permitted pumping capacity is 10,000,000 gallons per day (gpd); the maximum peak day averages 9,100,000 gallons. Pumping up to 7,000 gallons per minute with elevated storage tanks and standpipe combine to provide 5.2 million gallons of storage capacity.

Water Flow Test Data:

The following summarizes the hydrant flow test results:

Two flow test were conducted, the first test the flow for the test was made utilizing the hydrants located on Duanesburg Rd, 745-ft southeast of the proposed building. Static and residual pressures were taken at the hydrant located approximately 936-ft east of the flow hydrant. For the second flow test flow for that test was made utilizing the hydrant located on Duanesburg Rd. across the way approximately 752-ft southwest of the proposed building. Static and residual pressures were taken at the hydrant located approximately 494-ft west of the flow hydrant. Please see Attachment #1 –Location Sketch for the locations of the hydrants. One 2.5- inch hydrant butt was used on each test, Pitot readings of 30 psi were obtained on the opening, having a discharge coefficient of 0.9. This resulted in a total flow of 920 gpm at a residual pressure of 40 psi on both tests. Static pressure before and after testing was 50 psi on both tests. Static and residual pressure readings were taken at an elevation of 353-ft and 377-ft., AMSL, which is 26-ft and 2-ft. below the finish floor elevation of the building (379-ft., AMSL). This test is effective at the connection of the two mains to the new water line to the building for friction loss purposes. Please see enclosed Attachment #2 for a graphical representation of this test and necessary calculations. The test was made at 9:03 a.m., EST.

* Adjustments were made for assumed pipe friction loss to the site entry point and elevation change (see attached calculations), and a backflow prevention device (-3.5 psi). A (-10.0 psi) deduction for safety buffer (required by BJs) has been taken. See following comments for additional information.

Additional Comments:

The new waterline to the building does not extend around the building as per BJs specifications. The calculations in this report include the loop around the building in order to get more pressure for the sprinkler system. See Attachment #1 Location Sketch for representation.

Information could not be obtained regarding MIC testing within the water system. It is assumed there has been no evidence of MIC within this area.

Conclusions:

C1. FIRE WATER SUPPLY: The available public supplies combined with the existing fire protection lead-in sizing and arrangement, as shown on Attachment #1, should yield a base of riser supply of 26 psi static and 1500 gpm flowing at a 19.5 psi residual. This supply is downstream of an 8-inch, AMES 2000 SS, double check type backflow preventer. This does not meet the minimum target demand of 1500 gpm at 45 psi for the supply of sprinkler protection without a pump. See Attachment #2 for a graphical representation and necessary calculations.

This analysis assumes that the installation meets the design parameters and information stated herein. If changes are made, they should be analyzed to determine resultant effects on the water supply.

If you need additional information, please feel free to contact us.

Sincerely,

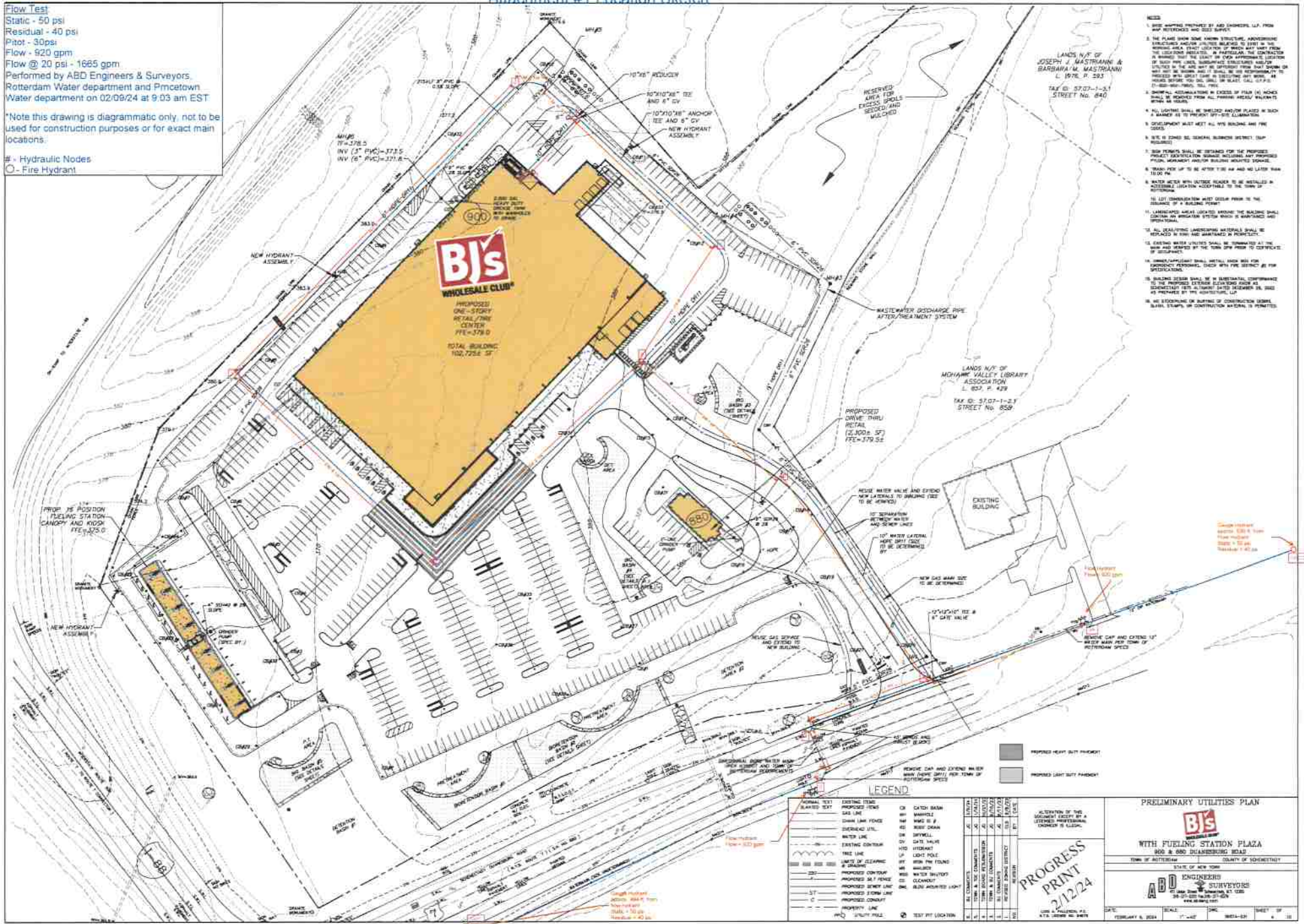
Pamela Reno
Regional Practice Leader
preno@telgian.com
Phone: 480-521-6159

ATTACHMENTS:

Attachment #1 – Location Sketch
Attachment #2 – Water Supply Plot – Fire Sprinkler Calculations
Attachment # 3 – Flow Test Calculations

Flow Test
Static - 50 psi
Residual - 40 psi
Pitot - 30psi
Flow - 920 gpm
Flow @ 20 psi - 1665 gpm
Performed by ABD Engineers & Surveyors,
Rotterdam Water department and Pmcetown
Water department on 02/09/24 at 9:03 am EST

- Hydraulic Nodes
○ - Fire Hydrant



WATER SUPPLY SITE SURVEY
--- FIRE SPRINKLER DEMAND ---
PROJECT: BJs WHOLESALE CLub**LOCATION: DUANESBURG Rd.****CITY/STATE: ROTTERDAM, NY**

Static(psi): _____

Gauge Hydt. Location: _____

Flow Hydt. Location: _____

Please see report for the details of this flow test

m): _____

Disch. Coeff: _____

Elev. _____

Outlet: _____

Test By: Luigi Palleschi-ABD Engineers & Surveyors

Date: 02/09/2024

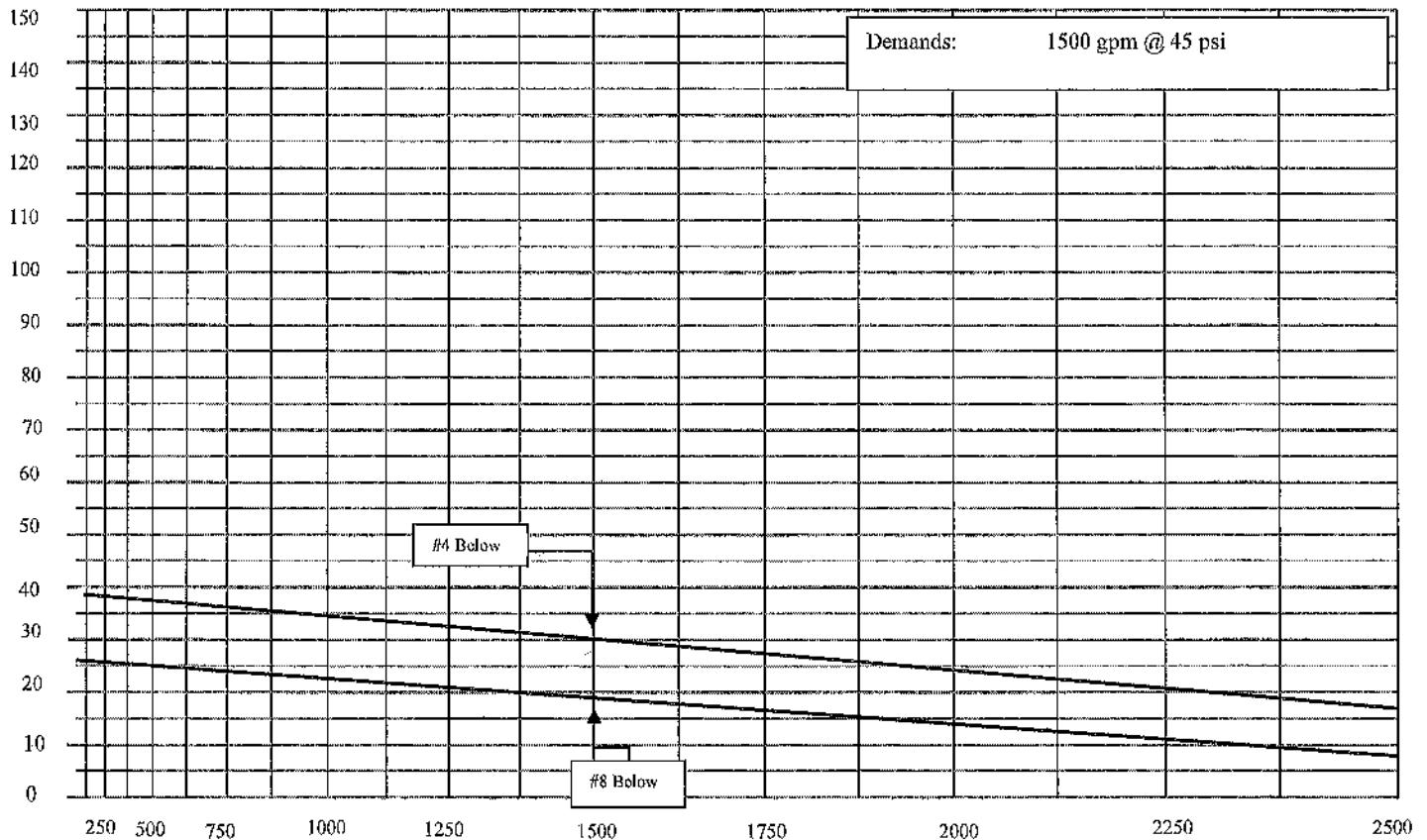
Time: 9:03 am EST

Backflow Prevention: Size: 8-inch

Type: Double Check

Mfg: Ames

Model: 2000SS

**Calculations (GPM):**

	Static	Residual		
	0	1500		
1. Pressure available at test =	50			
2. Elevation Adjustment (_____ ft. x .433)				
3. Pressure loss due to friction				
Flow: _____ C=100 C=120 C=140				
8-inch (_____ ft.) x _____ x 1.0 x .714 x .537				
8-inch (_____ ft.) x _____ x 1.0 x .714 x .537			See	Attached
10-inch (_____ ft.) x _____ x 1.0 x .714 x .537				Calcs
12-inch (_____ ft.) x _____ x 1.0 x .714 x .537				
4. Available pressure at BASE OF RISER, upstream of BFP:	38	33		
5. BFP loss/preload:	-2.5	-3.5		
6. Available at BASE OF RISER, downstream of BFP:	36	26.5		
7. 10% Jurisdictional Safety Reduction:	-10	-10		
8. Available BASE OF RISER Pressures:	26	19.5		

DATE: 3/12/2024\BJ'S\ROTTERDAM NY\BJS ROTTERDAM NY WSS_TEST2 (UPDATED).SDr

JOB TITLE: BJS Rotterdam NY WSS

NFPA WATER SUPPLY DATA

SOURCE NODE TAG	STATIC PRESS. (PSI)	RESID. PRESS. (PSI)	FLOW @ (GPM)	AVAIL. PRESS. (PSI)	TOTAL @ DEMAND (GPM)	REQ'D PRESS. (PSI)
SOURCE	50.0	40.0	920.0	47.1	468.3	
SOURCE 2	50.0	40.0	920.0	37.6	1031.7	

AGGREGATE FLOW ANALYSIS:

TOTAL FLOW AT SOURCE	1500.0 GPM
TOTAL HOSE STREAM ALLOWANCE AT SOURCE	0.0 GPM
OTHER HOSE STREAM ALLOWANCES	1500.0 GPM
TOTAL DISCHARGE FROM ACTIVE SPRINKLERS	0.0 GPM

NODE ANALYSIS DATA

NODE TAG	ELEVATION (FT)	NODE TYPE	PRESSURE (PSI)	DISCHARGE (GPM)
2	370.0	- - - -	39.7	- - -
3	368.0	- - - -	40.5	- - -
3A	374.0	- - - -	38.1	- - -
4	368.0	- - - -	40.4	- - -
5	382.0	- - - -	33.9	- - -
6	382.0	- - - -	33.5	- - -
7	382.0	- - - -	33.2	- - -
8	376.0	- - - -	35.4	- - -
9	376.0	- - - -	35.6	- - -
10	379.0	- - - -	34.9	- - -
11	378.0	- - - -	35.7	- - -
BOR	379.0	HOSE STREAM	33.4	1500.0
SOURCE	353.0	SOURCE	47.1	468.3
SOURCE 2	377.0	SOURCE	37.6	1031.7

DATE: 3/12/2024\BJ'S\ROTTERDAM NY\BJS ROTTERDAM NY WSS_TEST2 (UPDATED).SDF

JOB TITLE: BJs Rotterdam NY WSS

NFPA PIPE DATA 5

Pipe Tag	K-fac	Add Fl	Add Fl To	Fit:	L	C	(Pt)	
Frm Node El (ft)	PT	(q)	Node/	Eq.Ln.	F		(Pe)	
To Node El (ft)	PT	Tot.(Q)	Disch	Act ID	(ft.)	T Pf/ft.	(Pf)	
Pipe: 1	Source	0.0				494.00	140	7.5
SOURCE 353.0	47.1	468.3	3	D12.00	T:98.0	98.00		7.4
2 370.0	39.7	468.3		12.460		592.00	0.000	0.1
Pipe: 2	0.0	0.0				65.00	140	-0.8
2 370.0	39.7	468.3	4	D12.00	E:44.0	142.00		-0.9
3 368.0	40.5	468.3		12.460	T:98.0	207.00	0.000	0.0
Pipe: 3	0.0	704.2	11			170.00	140	0.1
3 368.0	40.5	795.8	5	D12.00	E:44.0	142.00		-0.0
4 368.0	40.4	468.3		12.460	T:98.0	312.00	0.000	0.1
Pipe: 4	0.0	0.0				318.00	140	6.6
4 368.0	40.4	795.8	6	D10.00	T:80.0	80.00		6.1
5 382.0	33.9	795.8		10.400		398.00	0.001	0.5
Pipe: 5	0.0	0.0				226.00	140	0.3
5 382.0	33.9	795.8	7	D10.00	2L:52.0	52.00		-0.0
6 382.0	33.5	795.8		10.400		278.00	0.001	0.3
Pipe: 6	0.0	0.0				172.00	140	0.3
6 382.0	33.5	795.8	8	D10.00	2E:70.0	70.00		-0.0
7 382.0	33.2	795.8		10.400		242.00	0.001	0.3
Pipe: 7	0.0	1500.0	BOR			235.00	140	-2.2
7 382.0	33.2	-704.2		D10.00	T:80.0	80.00		-2.6
8 376.0	35.4	795.8		10.400		315.00	0.001	0.4
Pipe: 8	H.S.	1500.0	Disch			92.00	140	2.0
8 376.0	35.4	0.0		D10.00	T:80.0	80.00		1.3
BOR 379.0	33.4	1500.0		10.400		172.00	0.004	0.7
Pipe: 9	Source	0.0				936.00	140	-0.4
SOURCE 2 377.0	37.6	1031.7	4	D12.00	T:98.0	98.00		-1.3
3A 374.0	38.1	1031.7		12.460		1034.00	0.001	0.9
Pipe: 10	0.0	704.2	11			201.00	140	-2.3
3A 374.0	38.1	795.8	5	D12.00	T:98.0	98.00		-2.6
4 368.0	40.4	1031.7		12.460		299.00	0.001	0.3
Pipe: 11	0.0	1500.0	BOR			94.00	140	0.2
9 376.0	35.6	-795.8		D10.00	T:80.0	106.00		-0.0
8 376.0	35.4	704.2		10.400	L:26.0	200.00	0.001	0.2
Pipe: 12	0.0	0.0				502.00	140	-0.7
10 379.0	34.9	704.2	8	D10.00	T:80.0	80.00		-1.3
9 376.0	35.6	704.2		10.400		582.00	0.001	0.6
Pipe: 13	0.0	0.0				340.00	140	0.8
11 378.0	35.7	704.2	9	D10.00	E:35.0	35.00		0.4
10 379.0	34.9	704.2		10.400		375.00	0.001	0.4

DATE: 3/12/2024\BJ'S\ROTTERDAM NY\BJS ROTTERDAM NY WSS_TEST2(UPDATED).SDF
JOB TITLE: BJs Rotterdam NY WSS

Pipe Tag	K-fac	Add Fl	Add Fl To	Fit:	L	C	(Pt)
Frm Node El (ft)	PT	(q)	Node/ Nom ID	Eq.Ln.	F		(Pe)
To Node El (ft)	PT	Tot.(Q)	Disch Act ID	(ft.)	T	Pf/ft.	(Pf)
Pipe: 14	0.0	0.0			354.00	140	4.7
4 368.0	40.4	704.2	10 D10.00	E:35.0	35.00		4.3
11 378.0	35.7	704.2	10.400		389.00	0.001	0.4

NOTES (HASS):

- (1) Calculations were performed by the HASS 2023 D computer program in accordance with NFPA (2020) under license no. 64622609 granted by
HRS Systems, Inc.
208 Southside Square
Petersburg, TN 37144
(931) 659-9760
- (2) The system has been calculated to provide an average imbalance at each node of 0.023 gpm and a maximum imbalance at any node of 0.083 gpm.
- (3) Total pressure at each node is used in balancing the system. Maximum water velocity is 5.7 ft/sec at pipe 8.
- (4) Items listed in bold print on the cover sheet
are automatically transferred from the calculation report.
- (5) Available pressure at source node SOURCE under full flow conditions is 47.13 psi with a flow of 468.27 gpm.

Available pressure at source node SOURCE 2 under full flow conditions is 37.64 psi with a flow of 1031.70 gpm.

(6) PIPE FITTINGS TABLE

HASS Pipe Table Name: standard

PAGE: D	MATERIAL: DIRON	HWC: 140						
Diameter	Equivalent Fitting Lengths in Feet							
(in)	E	T	L	C	B	G	N	F
	Ell	Tee	LngEll	ChkVlv	BfyVlv	GatVlv	NPTee	F45Ell
10.400	35.00	80.00	26.00	88.00	30.00	8.00	80.00	17.00
12.460	44.00	98.00	30.00	107.00	34.00	10.00	98.00	22.00

Attachment #3

FIRE FLOW CALCULATION FOR:

PROJECT: 5657 - 900 Duanesburg Road

DATE: 2/9/24 TIME: 9:03 AM

BY: Town of Rotterdam

WITNESSED: ABD Engineers (LAP), Rotterdam and Princetown Water Department

12" DIP	Rotterdam Main
STATIC	North Side of Duanesburg Road Near AAC Wellness Building
HYDRAN	Wellness Building
FLOW	North Side of Duanesburg Road @ Mohaw
HYDRAN	Library Bldg

Q_F = TEST FLOW (GPM)

Q_R = FLOW AVAILABLE AT STANDARD RESIDUAL PRESSURE (GPM)

h_r = PRESSURE DROP TO STANDARD RESIDUAL PRESSURE (PSI)

h_t = PRESSURE DROP DURING TEST

Q_F =	920	GPM
STATIC =	50	PSI
RESIDUAL =	40	PSI

h_r =	30	PSI
h_t =	10	PSI

$$Q_R = Q_F \times \frac{h_r^{0.54}}{h_t^{0.54}} = 920 \times \frac{6.275459}{3.467369} = 1665 \text{ GPM}$$

THE DISCHARGE RATE AT RESIDUAL PRESSURE OF 20 PSI = 1665 GPM



ABD Engineers Surveyors, LLP
411 Union Street : Schenectady, NY 12305
Office: 518-377-0315 Fax: 518-377-0379
www.abdeng.com

FIRE FLOW CALCULATION FOR:

PROJECT: 5657 - 900 Duanesburg Road

DATE: 2/9/24 TIME: 9:34am

BY: Town of Rotterdam

WITNESSED: ABD Engineers (LAP), Rotterdam and Princetown Water Department

12" DIP	Rotterdam Main
STATIC	South Side of Duanesburg Road Closest to
HYDRAN	Becker Drive
FLOW	South Side of Duanesburg Road (across
HYDRAN	proposed site entrance) closest to School

$Q_F = \text{TEST FLOW (GPM)}$

$Q_R = \text{FLOW AVAILABLE AT STANDARD RESIDUAL PRESSURE (GPM)}$

$h_r = \text{PRESSURE DROP TO STANDARD RESIDUAL PRESSURE (PSI)}$

$h_f = \text{PRESSURE DROP DURING TEST}$

$Q_F =$	920	GPM
STATIC =	50	PSI
RESIDUAL =	40	PSI

$h_r =$	30	PSI
$h_f =$	10	PSI

$$Q_R = Q_F \times \frac{h_r^{0.54}}{h_f^{0.54}} = 920 \times \frac{6.275459}{3.467369} = 1665 \text{ GPM}$$

THE DISCHARGE RATE AT RESIDUAL PRESSURE OF 20 PSI = 1665 GPM

NOTE: THIS TEST WAS PERFORMED WITH PRINCETOWN VALVE OPENED. FLOW WAS NOT INCREASED BUT PRESSURE DROP WAS BETTER MAINTAINED.



ABD Engineers Surveyors, LLP
 411 Union Street : Schenectady, NY 12305
 Office: 518-377-0315 Fax: 518-377-0379
www.abdeng.com

APPENDIX C
SEQR DOCUMENTS

6NYCRR PART 617
NEGATIVE DECLARATION
Notice of Determination of Non-Significance
State Environmental Quality Review

Date: December 11, 2024

In accordance with Article 8 (State Environmental Quality Review) of the Environmental Conservation Law (the "Act"), and the statewide regulations under the Act (6NYCRR Part 617) (the "Regulations"), the Lead Agency has received an environmental assessment form in connection with the proposed action described below (the "Action") and the Lead Agency has determined (i) that said proposed action will result in no major impacts and therefore will not have a significant effect on the environment, and (ii) therefore that an environmental impact statement is not required to be prepared with respect to said Action.

SEQRA Status:

Type I	(X)
Type II	()
Unlisted	()

Conditioned Negative Declaration:

Yes	()
No	(X)

Contract Vendor: GDPL Ville Rotterdam, LLC
145 Otterkill Road
Mountainville, NY 10953

Owners: Flying J Inc.
185 S. State Street, Suite 1300
Salt Lake City, UT 84111

Location: 880 & 900 Duaneburg Road

Action: Change of Zone request on ±17.3 acres from Agricultural (A-1) to General Business (B-2). The applicant would like to construct a ±102,500 square foot BJ's Wholesale Club with associated 8 island fueling station at 900 Duaneburg Road (Tax Map No. 57-3-7.112), and ±2,500 square foot retail building with associated drive thru at 880 Duaneburg Road (Tax Map No. 57-7-1-1.2). Consideration also given to the related application for Special Permits and Site Plan Review and Water District Extension.

Involved/Interested Agencies:

- Schenectady County Economic Development and Planning
- Schenectady County Department of Health
- NYS Dept. of Environmental Conservation - Region #4
- New York State Department of Transportation
- New York State Thruway Authority
- United States Department of Army, Corps of Engineers
- United State Fish and Wildlife Service
- Rotterdam Highway Department
- Rotterdam Police Department
- Rotterdam Planning Commission
- Metroplex Development Authority
- Fire District #6
- Schalmont School District

Reasons for Determination of Non-Significance:

The Lead Agency has reviewed the Change of Zone application, the associated site plans, a project description, full EAF, and supporting documentation, and conducted further investigation of the requested action and its environmental effects as deemed appropriate. Based upon this review and the Lead Agency's knowledge of the area surrounding the project, the Lead Agency has determined that the action will have no significant effects on the environment.

The Town of Rotterdam Department of Public Works transmitted this application information to all involved and interested agencies for review on November 9, 2023. The applicant then supplied supplemental information subsequent to the original submittal following up with the following agencies seeking letters relative to the actions. These inquiries include the following:

1. NYS Office of Archeological and Historic Preservation dated October 16, 2023;
2. US Department of Interior Fish and Wildlife Service dated October 16, 2023; and
3. NYS Department of Transportation dated May 22, 2024; and
4. Schalmont School District dated October 17, 2024

The Change of Zone request concerns a total of ± 17.30 acres consisting of two separate parcels located on the north side of Duanesburg Road immediately east of the entrance ramps to Interstate 88. The properties known as 880 and 900 Duanesburg Road are currently vacant and previously contained a single-family residential structure at 880 Duanesburg Road and a single-family residential home with a barn and associated outbuildings on 900 Duanesburg Road. These structures were demolished approximately 11 years ago. The Applicant seeks the Change of Zone to facilitate the construction of a new $\pm 102,500$ square foot BJ's Wholesale Club with fuel pumps and a proposed $\pm 2,500$ square foot fast food restaurant. In addition to the proposed fueling facility proposed for this site, there are other fuel and convenience type facilities in the immediate vicinity. There is a recently constructed gas station/convenience store, liquor store, and a fast-food establishment (Wendys) located immediately to the west of the I-88 entrance and a truck stop fueling center with fast food (Pilot/Dunkin Donuts/Subway) also located immediately to the west. There is an existing regional library facility located to the east. And additional properties to the east of these parcels in the vicinity of the site are currently zoned B-2 and contain retail businesses and a wellness center. Lands of the Schalmont Central School District are located to the south are drainage areas, woodlands, and athletic fields. The entrance to the school campus is located approximately 1000 feet east of the proposed roadway into the property to be rezoned. A Water District Extension will be required for this project and the environmental effects of this action has also been considered in this determination. Prior to the issuance of building permits, both Site Plan approval as well as a Special Use Permit would be required for this commercial use from the Rotterdam Planning Commission.

The proposed Project will utilize public water and will provide on-site septic to treat project wastewater. The proposed project will connect to the Town of Rotterdam municipal water system which is located immediately adjacent to the project property along the western side of NYS Route 7 (Duaneburg Road). The proposed water supply system will include a distribution system to service the domestic and fire flow needs of the Project. The project will require either the extension of the existing Water District #5 or the execution of an out of district contract. The water appurtenances shall be designed and constructed in accordance with all local, state, and federal requirements for dedication to the appropriate entity at the sole cost of the Applicant.

Additionally, the Water District extension, as designed conforms to all applicable State and Town Standards. The associated infrastructure will be constructed at the sole cost of the Applicant. The finances for operation and maintenance of the facilities will be financed through the sale of water to the benefitted properties.

The Town of Rotterdam Town Board as lead agency has reviewed the Full Environmental Assessment Form Part 1 completed by the Project Sponsor along with supporting reports, studies, and plans.

The conceptual site plan and potential environmental effects of the proposed Change of Zone were discussed at regularly scheduled Planning Commission Meeting on September 5, 2023 and September 19, 2023 and a unanimous positive referral to the Town Board was prepared. The project was also the subject of a public hearing conducted at the December 13, 2023 Town Board Meeting in which two (2) members of the public spoke and had questions regarding the proposed Change of Zone.

The applicant has advanced review of the site plan with the Planning Commission and has made several revisions that will further mitigate environmental impacts. Pursuant to the allowances in 6 NYCRR Part 617, the Town has retained the services of a Town Designated Engineer to assist in the review of this project.

Further and final review of the proposed Change of Zone and Project was conducted by the Town Board on November 26, 2024 after receiving further input from Town Staff and the Town Designated Engineer for the project. The Town Board considered all comments received in its deliberations and decisions.

Based on the submitted materials, public comment, and input from the Planning Commission and Town Board, the Town completed or caused to be completed Part 2 of the Long Environmental Assessment Form and a Draft Negative Declaration dated December 11, 2024 was circulated for review and use by the Town Board in making this determination. This Draft Negative Declaration was also reviewed by GPI, the Town Designated Engineer on this project.

The evaluation indicates rezoning this property to General Business (B-2) will not result in significant environmental impacts. Any future project proposed for this site must meet the

requirements of the General Business (B-2) zone, as well as all other existing regulatory requirements at the Town, State, or Federal level; thereby adequately mitigating or avoiding significant environmental impacts.

Project History

GDPL Ville Rotterdam, LLC is contract vendee of ± 17.30 acres consisting of two separate parcels located on the north side of Duaneburg Road immediately east of the entrance ramps to Interstate 88. Applicant requests a Change of Zone on these parcels from Agriculture (A-1) to General Business (B-2) to facilitate the construction of a new $\pm 102,500$ square foot BJs Wholesale Club with fuel pumps and a proposed $\pm 2,500$ square foot fast food restaurant.

Findings, Basis, and Rationale for Decision

The following discussion sets forth the Findings, basis, and rationale for the Town of Rotterdam's decision, including required mitigation measures. The analysis is based upon the criteria set forth in Part 1 and Part 2 of the Full Environmental Assessment form.

Impact on Land

The site includes primarily flat terrain with a mix of Moderately Well Drained to Poorly Drained Soils. Soil types include Silt Loam and Silt Clay. Average depth to Bedrock is greater than 5 feet and depth to Water Table ranges from approximately 6 to 30 feet.

There are either none or small impacts to land expected as a result of the project.

Impact in Geological Features

This Site Development will not result in any adverse impacts in Geological Features as it will not impact any unique or unusual land forms.

There are either none or small impacts to geologic features expected as a result of the project.

Impacts on Surface Water

There will be minimal impacts to Surface Water as a result of the Site Development due to small disturbances of federal wetlands as described in the Project Plans. The wetland delineation of the parcel has been completed and indicates that there is ± 1.2 acres of federal wetlands on the site however only ± 0.51 acres of federal wetlands are proposed to be disturbed. There are currently no NYS Department of Environmental Conservation jurisdictional wetlands located on or adjacent to the site. The Project will rely upon a Nationwide Permit from the Army Corp of Engineers in relation to the small disturbance.

The Nationwide permit application is submitted and the application demonstrates that the proposed action complies with the criteria and requirements for issuance of the permit. Any project action approval will be conditioned upon the issuance of a Nationwide Permit from the Army Corps of Engineers.

A Stormwater Management Report has been prepared by the Project Engineer and is dated February 13, 2024. Based upon comments from the Town Designated Engineer and some modifications to the project layout due to mitigation for avoidance of federal wetland areas, the report was revised on March 14, 2024, April 12, 2024, and November 13, 2024.

Surface Water will otherwise not be adversely be impacted by the proposed Site Development. Overall, the proposed stormwater management system reduces and/or eliminates the impacts of the proposed development by controlling and treating stormwater through the use of drainage ditches and channels, storm sewer piping, and stormwater management basins. The stormwater management system performance limits stormwater flows from the proposed development so that there is no increase in the peak flow rates at the design points of the receiving tributaries, streams, and drainage courses. The stormwater management system is designed to function adequately and not adversely affect adjacent or downstream properties.

The Project proposes the use of an on-site wastewater treatment facility to be treat effluent on-site, pass thru proposed surface stormwater bioretention basins, discharged into a culvert that travels under State Route 7 and ultimately into a receiving body of water. The Town Designated Engineer has prepared a map depicting the proposed system and pathway for discharge to the proposed surface stormwater system and its path across Duaneburg Road and through the property located to the south and ultimately into the Normanskill. This map was prepared to review the location of the proposed on-site system and to understand the pathways and distances associated with the surface water drainage both on and off the site. The discharge of surface waters has been discussed with both the NYS Department of Environmental Conservation and the Schalmont School District as there are wetland areas on the south side State Route 7 that may potentially receive this regulated water discharge. At the request of DEC, the Town and School District conducted a meeting to discuss the functionality and use of the proposed treatment system. The district had some additional questions concerning the system and the lead agency (Town of Rotterdam) requested additional information from the project applicant and Stantec Engineering on the proposed system. This information was provided to the district and there were no further comments.

This proposed surface water discharge system that contains both stormwater and treated effluent has been reviewed by the Town Designated Engineer and deemed acceptable for review and approval by the regulatory agencies. Any project action approval will be conditioned upon the issuance of a State Pollutant Discharge Elimination System (SPDES) permit from the NYS Department of Environmental Conservation for the on-site sanitary system.

There are either none or small impacts to surface water expected as a result of the project.

Impact on Groundwater

The proposed Site Development will not result in any adverse impact on Groundwater. The Project is designed with a municipal water system, which system has adequate capacity to serve the Project. The fueling area within the Project will be developed applying and implementing all applicable requirements under New York State Bulk Storage and Fuel Station regulations and requirements, including containment as prescribed in the rules and regulations. Wastewater will be treated through an onsite system, which has been designed in accordance with all New York State and Schenectady County requirements.

There are either none or small impacts to groundwater expected as a result of the project.

Impact on Flooding

The proposed Site Development will not result in any adverse impacts on lands subject to flooding. The Project site does not lie within a flood zone nor will it result in modification of existing drainage patterns.

There are either none or small impacts to flooding expected as a result of the project.

Impacts on Air

The proposed Site Development will not result in any adverse impacts on air as it will not include any state regulated air emission source. Minor air impacts may be encountered with the use of machinery that utilizes fossil fuels during construction and traffic generated as consequence of any project action. In addition, dispensing of petroleum products may have minor impacts to the air quality however these impacts and mitigation are regulated by both state and federal regulations.

This site is in close proximity to the interstate and no residential dwellings are in immediate vicinity.

There are either none or small impacts to air expected as a result of the project.

Impact on Plants and Animals

An Endangered Species Habitat Assessment Report dated October 3, 2023 was prepared and indicates that based upon NYSDEC mapping that there are no Rare Plant or Animals Mapping and also analyzed the potential presence of the northern long-eared bat.

A letter was received from the US Fish and Wildlife Service dated October 16, 2023 indicating that they had reviewed the project site and have issued a "No Effect" on the northern long-eared bat.

The proposed Site Development will not result in adverse impacts on Plants and Animals, except for minor impact arising from temporary construction activities and associated disturbance and noise, and from the use of fertilizer and of pesticides to be applied by licensed application during normal site operation.

There are either none or small impacts to plants and animals expected as a result of the project.

Impacts on Agricultural Resources

No portion of the site is currently used for Agricultural purposes nor has it been devoted to such use in the recent past years. The construction of Interstate 88 in the 1960's disrupted any potential future use of this property for agricultural purposes. The original farm home and associated barns abandoned for several years and were ultimately demolished in 2012.

With these parcels being collectively $\pm$ 17.3 acres and currently vacant with frontage on State Route 7 and adjoining Interstate 88 and drainage area. These properties have extremely limited potential for farming activities due to their size and surroundings. A review of Agricultural District mapping on the NYS Agricultural and Markets website indicates that these properties are not located in an Agricultural District.

There are either none or small impacts to Agriculture Resources expected as a result of the project.

Impacts on Aesthetic Resources

The proposed Site Development will not result in any adverse impacts on Aesthetic Resources as the proposed uses and structures are consistent with surrounding uses and structures.

There are either none or small impacts to Aesthetics Resources expected as a result of the project.

Impact on Historic and Archeological Resources

A complete and comprehensive Phase 1A cultural resources survey was performed for the proposed project area. A No Impact Letter has been received from the Office of New York State Parks Recreation and Historic Preservation dated October 16, 2023.

There are either none or small impacts to Historic and Archeological Resources expected as a result of the project.

Impact on Open Space and Recreation

The proposed Site Development will not result in any adverse impacts on Open Space and/or Recreation opportunities. The project site is bounded on the north and south by major state and interstate roadways and has limited recreational value.

There are either none or small impacts to Open Space and Recreation expected as a result of the project.

Impact on Critical Environmental Areas

The proposed Site Development will not result in any adverse impacts on Critical Environmental Areas as the project is not within nor adjacent to a Critical Environmental Areas.

Impact on Transportation

A traffic study was prepared by the project consultant and review coordinated with both the NYS Department of Transportation and the Town Designated Engineer. The proposed site development will result in an increase of traffic, in particular during the weekday morning and evening peak hours and Saturday mid-day. The methodology used in preparing the Traffic Impact Study, including trip generation, trip distribution, trip assignment, background growth and level of service analysis are consistent with standard industry practice. No additional mitigation measures are required. Therefore, the intersection and safety improvements required at the existing intersections are consistent with the site's obligation to minimize the adverse impacts of the proposed development. In addition, the geometry and intersection control at the proposed site access roads will allow these intersections to operate at acceptable levels of service on all approaches.

As part of the coordinated SEQRA review of this application, the lead agency circulated the application materials to the Schalmont School District as an interested agency. The school property is located directly south of the proposed site and the signalized entrance to the school campus is located approximately 1000 feet east. Schalmont, in a letter dated October

17, 2024 had expressed some consideration of potential mitigation as there is currently no sidewalk infrastructure both on the school campus leading to the signalized entrance nor anywhere along Duanesburg Road in the vicinity of the school campus. There is however a pedestrian actuated button at the signalized entrance but no crosswalks or roadway signage. After discussions with both the Town Staff, Town Designated Engineer, and School District in regards to the potential for the construction of sidewalks and/or the location of a mid-block crossing, it was determined that the best course of action was to make improvements to the existing signalized entrance to the school campus. As part of this effort the Town has requested a monetary contribution from the project applicant to be put toward pedestrian improvements at the signalized intersection.

As part of the site plan review process for the project action, the Planning Commission will address any potential transportation improvements including signage, striping, handicap, and pedestrian accommodations.

There are either none or small impacts to transportation expected as a result of the project.

Impact on Energy

The proposed Site Development will result in an increase of use of various forms of energy for heat, lighting, and electricity. Nonetheless, the existing infrastructure includes sufficient capacity to provide services to the project without requiring new or upgraded infrastructures.

There are either none or small impacts to energy expected as a result of the project.

Impact on Noise, Odor and Light

The proposed Site Development will result in temporary increases in noise and odors due to construction activities, and thereafter in noise generated by typical commercial retail activities. Impacts from new lighting will be created as a result of the site development proposed to be developed on site. Noise and Odor impacts are expected to be primarily temporary in nature.

A photo illumination plan will be reviewed by both the Town Designated Engineer and the Planning Commission during site plan review. Lighting will be minimized to the greatest extent practicable at the fueling canopy, structures, and site lighting will be shielded and oriented downward to reduce lighting impacts. There are proposed significant buffers included in project design and through appropriate lighting design.

There are either none or small impacts to noise, odor, or light expected as a result of the project.

Impact on Human Health

The proposed Site Development is not expected to have any adverse impacts on Human Health as the project will not create opportunities for exposure to new or existing source of contamination.

There are either none or small impacts to human health expected as a result of the project.

Consistency with Community Plans

The proposed Site Development is generally in alignment with Town, County and State land use plans for the project vicinity, including but not limited zoning which authorizes commercial and residential uses, the inclusion of areas of open space, and development which is sensitive to surrounding land uses.

The Applicant submitted evidence to the Town Board that the Project as proposed is consistent with and supports the goals and objectives of the Town's Comprehensive Plan as adopted in 2022. The Comprehensive Plan for the Town of Rotterdam says its objectives are to encourage and promote quality development and utilize existing infrastructure and Town services. The stated goals also include the following:

- "Promote investment and reinvestment to attract and retain local businesses and employment opportunities.
- Ensure that commercial growth occurs in a manner that maintains the character of the community while expanding the Town's tax base and the availability of services to members of the community.
- Support and promote existing commercial and industrial areas." Page II-2 2022 Comprehensive Plan

While the property remains zoned Agricultural, it is no longer considered a suitable zoning for the site as it is surrounded by other Commercial uses and is located at the major intersection of Duaneburg Road (NYS Route 7) and NYS Interstate-88. The Project Proposal is consistent with the Corridor Mixed Use areas and recommended actions as defined and described in the Comprehensive Plan, (2022 Comprehensive Plan III-7).

Some of the existing infrastructure and Town services the project will benefit from are as follows:

- Located immediately adjacent to the intersection for the entrance to Interstate 88, characterized as a Key Regional Access point. Locating the proposed Project at this intersection ensures that the Project will have minimal impacts on the overall transportation system
- Located in the Schalmont School District which will benefit from the increased tax revenues.
- There is an existing water main on Duaneburg Road and an analysis of the water infrastructure indicates that there is sufficient quantity and pressure to service the project.

- The proposed use is compatible with surrounding uses and ensures that a significant retail resource to the Town of Rotterdam and the surrounding communities.

There are no feasible alternatives to the action given the existing agriculture zoning of the property and the proximity to Route 7 (Duanesburg Road), the commercial corridor for the town. There are no irreversible and irretrievable commitments of important resources which would be involved in the proposed action if it is implemented, as the lands involved are not actively used for any current purpose permitted under the existing zoning, the soils are not especially valuable for agriculture use, and most adjacent properties are zoned for and/or committed to commercial uses.

The Town Board has concluded that this project is consistent with community plans.

Consistency with Community Character

The proposed Site Development is not expected to result in adverse impacts to the Community Character. The project is designed in accordance with general zoning and land use objectives of the Town and County as discussed above. The Project models the Town's vision for development practices and meets the objectives discussed through their Comprehensive Land Use Plan and other planning documents. The vacant parcels located along Route 7 of the Town of Rotterdam are surrounded by parcels already developed for commercial and residential uses. The Project is surrounded by predominantly commercial uses and a major highway interchange for I-88. The existing land is vegetated with light brush with groupings of moderate woods and mixed areas of open meadow. The proposed design works to maintain the community characteristics enjoyed in the Town. Since the Project is expected to replace the existing BJ's operation in the Town, there is no new need for community services as a result of the Project.

Existing environmentally sensitive areas such as wetlands and stream courses are protected by the establishment of buffers and avoiding to the fullest extent possible the areas from potential impacts. The Project will allow for preservation of character, protect natural resources, and avoid additional demands to the infrastructure.

The Town Board has concluded that this project is consistent with community character.

The Town Board has also reviewed the potential development thresholds of this non-project action on the property for all potential uses of this property under the General Business Zoning Classification. Any use of this property will require Rotterdam Planning Commission site plan approval.

This rezoning will not result in any impacts to utilities and all coordination and expenses related to on-site utility infrastructure improvements will be handled by the project sponsor.

After a review of the application materials, the Long Environmental Assessment Form (Parts 1 and 2), and comments received on this proposal, the Town Board of the Town of Rotterdam has determined that this proposal will not have a significant adverse impact on the environment.

The Town Board has considered the following criteria to determine if this proposal has significant adverse impacts on the environment:

- (i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;
- (ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;
- (iii) the impairment of the environmental characteristics of a Critical Environmental Area.
- (iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;
- (v) the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;
- (vi) a major change in the use of either the quantity or type of energy;
- (vii) the creation of a hazard to human health;
- (viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;
- (ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;
- (x) the creation of a material demand for other actions that would result in one of the above consequences;
- (xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or
- (xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

The Town Board has also considered the reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions, which are:

- (i) included in any long-range plan of which the action under consideration is a part;
- (ii) likely to be undertaken as a result thereof; or
- (iii) dependent thereon.
- (3) The significance of a likely consequence (i.e., whether it is material, substantial, large or important) has been assessed in connection with:
 - (i) its setting (e.g., urban or rural);
 - (ii) its probability of occurrence;

- (iii) its duration;
- (iv) its irreversibility;
- (v) its geographic scope;
- (vi) its magnitude; and
- (vii) the number of people affected

At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY on the 11th day of December, 2024 hereby adopted this NEGATIVE DECLARATION pursuant to 6NYCRR PART 617, State Environmental Quality Review.



Mollie Collins
Town Supervisor

For further information contact: Peter J. Comenzo
Town of Rotterdam Senior Planner
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, New York 12306
(518) 355-7575 x-338

For Type 1 Actions a copy of this Notice sent to:
Town Supervisor
Other Involved Agencies
Applicant
Environmental Notice Bulletin <http://www.dec.ny.gov/enb/enb.html>

APPENDIX D
ENGINEER'S COST ESTIMATE

WATER DISTRICT
WATER DISTRIBUTION SYSTEM
CONSTRUCTION COST ESTIMATE

FOR

BJ'S WHOLESALE CLUB WITH FUELING STATION
& FAST-FOOD BUILDING WITH DRIVE UP WINDOW
880 & 900 Duaneburg Road
Town of Rotterdam
Schenectady County, New York

Item	Quantity	Unit Cost	Cost ()
1 DIP (installed, all depths)	420 LF	150 LF	63,
1 x1 TEE	1 EA	1 , EA	1 ,
1 Gate valves	1 EA	, EA	,
1 Gate valves	1 EA	, EA	,
Directional Bore	Lump Sum		1 ,
Inspection, testing and chlorination	Lump Sum		5,

2	Contingency	18,500
	Legal Costs	1,

TOTAL ESTIMATE	112,000
----------------	---------

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 26, 2025, at 7:00 p.m., the following **ORDER** was duly adopted:

51130-2-705_

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, in said Town, on the March 26, 2025, at 7 _____ o'clock P.M., Prevailing Time.

ORDER 1.25

PRESENT:

Mollie Collins

Supervisor

Jack Dodson

Councilmember

Ron Schlag (Absent)

Councilmember

Joe Mastroianni

Councilmember

Teri Gallucci

Councilmember

In the Matter
of
The Establishment of Extension No. 28 to
Water District No. 5 in the Town of Rotterdam,
Schenectady County, New York

ORDER CALLING
PUBLIC HEARING

WHEREAS, a map, plan and report, including estimate of cost, has been duly filed with the Town Board of the Town of Rotterdam, Schenectady County, New York, in relation to the establishment of a proposed Water District extension, to be known as Extension No. 28 to Water District No. 5 (hereinafter, the "Extension"), pursuant to Article 12-A of the Town Law, which map,

plan and report, have been filed in the office of the Town Clerk and are available for public inspection; and

WHEREAS, said map, plan and report include a map showing the boundaries of the proposed extension, a general plan to serve said Extension, and a report of the proposed method of operation thereof, and were prepared by ABD Engineering and Surveyors, LLP, competent engineers duly licensed by the State of New York; and

WHEREAS, the boundaries of said Extension shall be as described in Exhibit A attached hereto and hereby incorporated herein; and

WHEREAS, the improvements proposed for said Extension consist of the purchase and installation of water mains, including original equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, all as more fully described in the map, plan and report hereinbefore described; and

WHEREAS, the maximum estimated cost of said improvements is \$112,000; and

WHEREAS, the cost of said improvements shall be paid by the owner of property therein and no serial bonds of said Town shall be issued therefore; and

WHEREAS, the estimated cost of hook-up fees to the typical property in said Extension is \$ 0.00 and \$93.02/EDU to a one or two family hometherein; and

WHEREAS, the estimated cost of said Extension to the typical property therein is \$93.02/EDU in the first year in which operation, maintenance, debt service and other charges and expenses are to be paid and \$93.02 to a one or two family house therein; and

WHEREAS, a detailed explanation of the manner by which were computed said estimated costs of hook-up fees and first-year costs to the typical property has been filed in the office of the

Town Clerk where the same are available during regular office hours for examination by any person interested in the subject manner thereof; and

WHEREAS, said capital project for said Extension and the establishment thereof has been determined to be a Type I Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the Town Board has determined will not result in a significant environmental effect; and

WHEREAS, it is now desired to call a public hearing upon the question of the establishment of said Extension, the petition therefor, and the improvements proposed therefor, all pursuant to Section 193 of the Town Law; NOW,

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

IT IS HEREBY ORDERED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, shall be held at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, in said Town, on the April 23, 2025, at 7:00 o'clock P.M., Prevailing Time, for the purpose of holding a public hearing to consider the establishment of the Extension in said Town as described in the preambles hereof, to be known as Extension No. 28 to Water District No. 5, the petition therefor, and the improvements proposed therefor, and to consider the map, plan and report filed in relation thereto, and to hear all persons interested in the subject matter thereof concerning the same, and for such other action on the part of said Town Board as may be required by law or shall be proper in the premises.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of this order to be published once in the official newspaper(s) of said Town, the first publication thereof to

be not less than ten nor more than twenty days before the day set herein for the hearing as aforesaid, and said Town Clerk shall also cause a copy thereof to be posted on the sign-board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law not less than ten nor more than twenty days before the day set for the hearing as aforesaid.

Section 3. This Order shall take effect immediately.

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag (Absent)			
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing ORDER was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 2025, and that the foregoing ORDER is a true and correct transcript of the original ORDER and of the whole thereof and that said ORDER is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 31, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



Exhibit A

Boundaries of Proposed
Extension No. 28 to Water District No. 5
in the Town of Rotterdam, Schenectady County, New York

NOTICE OF ADOPTION OF ORDER CALLING A PUBLIC
HEARING ON ESTABLISHMENT OF THE PROPOSED
EXTENSION NO. 28 TO WATER DISTRICT NO. 5 IN THE TOWN
OF ROTTERDAM

PLEASE TAKE NOTICE that the Town Board of the Town of Rotterdam, Schenectady County, New York on the March 26, 2025, duly adopted the Order published herewith calling a Public Hearing to consider the establishment of Extension No. 28 to Water District No. 5.

Dated: Schenectady, New York

March 26, 2025

Diane M. Marco
Town Clerk

[ATTACH FULL ORDER HERE FOR PUBLICATION]

TOWN OF ROTTERDAM
At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 26, 2025, at 7:00 p.m., the following **ORDER** was duly adopted:

51130-2-705

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the Town Hall, 1100 Sunrise Boulevard, In Schenectady, New York, In said Town, on the March 26, 2025, at 7 o'clock P.M., Prevailing Time,

ORDER 1.25

PRESENT:
Mollie Collins
Supervisor

Jack Dodson
Councilmember

Ron Schlag
Councilmember

Joe Mastrolanni
Councilmember

Teri Gallucci
Councilmember

In the Matter of
The Establishment of
Extension No. 28 to
Water District No. 5 in
the Town of Rotterdam,
Schenectady County,
New York

**ORDER CALLING
PUBLIC HEARING**

WHEREAS, a map, plan and report, including estimate of cost, has been duly filed with the Town Board of the Town of Rotterdam, Schenectady County, New York, in relation to the establishment of a proposed Water District extension, to be known as Extension No. 28 to Water District No. 5 (hereinafter, the "Extension"), pursuant to Article 12-A of the Town Law, which map, plan and report, have been filed in the office of the Town Clerk and are available for public inspection; and

WHEREAS, said map, plan and report include a map showing the boundaries of the proposed extension, a general plan to serve said

extension, and a report of the proposed method of operation thereof, and were prepared by ABD Engineering and Surveyors, LLP, competent engineers duly licensed by the State of New York; and

WHEREAS, the boundaries of said Extension shall be as described in Exhibit A attached hereto and hereby incorporated herein; and

WHEREAS, the improvements proposed for said Extension consist of the purchase and installation of water mains, including original equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, all as more fully described in the map, plan and report hereinbefore described; and

WHEREAS, the maximum estimated cost of said Improvements is \$112,000; and

WHEREAS, the cost of said Improvements shall be paid by the owner of property therein and no serial bonds of said Town shall be issued therefore; and

WHEREAS, the estimated cost of hook-up fees to the typical property in said Extension is \$0.00 and \$93.02/EDU to a one or two family home therein; and

WHEREAS, the estimated cost of said Extension to the typical property therein is \$93.02/EDU in the first year in which operation, maintenance, debt service and other charges and expenses are to be paid and \$93.02 to a one or two family house therein; and

WHEREAS, a detailed explanation of the manner by which were computed said estimated costs of hook-up fees and first-year costs to the typical property has been filed in the office of the Town Clerk where the same are available during regular office hours for examination by any person interested in the subject matter thereof; and

WHEREAS, said capital project for said Extension and the establishment thereof has been determined to be a Type I Action pursuant to the regulations of the New York State

Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the Town Board has determined will not result in a significant environmental effect; and

WHEREAS, It is now desired to call a public hearing upon the question of the establishment of said Extension, the petition therefor, and the Improvements proposed therefor, all pursuant to Section 193 of the Town Law;

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

IT IS HEREBY ORDERED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, shall be held at the Town Hall, 1100 Sunrise Boulevard, In Schenectady, New York, in said Town, on the April 23, 2025, at 7:00 o'clock P.M., Prevailing Time, for the purpose of holding a public hearing to consider the establishment of the Extension in said Town as described in the preambles hereof, to be known as Extension No. 28 to Water District No. 5, the petition therefor, and the Improvements proposed therefor, and to consider the map, plan and report filed in relation thereto, and to hear all persons interested in the subject matter thereof concerning the same, and for such other action on the part of said Town Board as may be required by law or shall be proper in the premises.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of this order to be published once in the official newspaper(s) of said Town, the first publication thereof to be not less than ten nor more than twenty days before the day set herein for the hearing as aforesaid, and said Town Clerk shall also

cause a copy thereof to be posted on the signboard of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law not less than ten nor more than twenty days before the day set for the hearing as aforesaid, **Section 3.** This Order shall take effect immediately.

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

NAME	AYES	NOES	ABSTAIN
------	------	------	---------

Dodson

X

Mastrolanni

X

Gallucci

X

Schlag

(Absent)

Collins

X

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing ORDER was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 2025, and that the foregoing ORDER is a true and correct transcript of the original ORDER and of the whole thereof and that said ORDER is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 31, 2025.

/s/ Diane M. Marco
Diane M. Marco
Town Clerk
25727

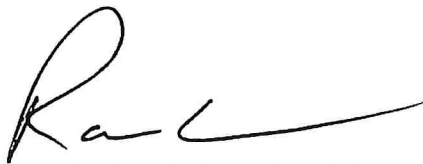
4/11

State of New York
County of Schenectady
SS.;

Randall W. Lewis of the City of Schenectady, being duly sworn, says that he is Principal Clerk in the office of The Daily Gazette, Co. Inc. published in the City of Schenectady and that the notice/advertisement, of which the annexed is a printed copy, has been regularly published in Daily Gazette as follows:

1 insertion(s):

04/11/2025



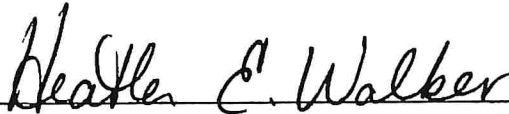
(signature)

Randall W. Lewis (printed name)

NOTARY PUBLIC

Sworn to me on this 11 day of April 2025

Notary Signature:



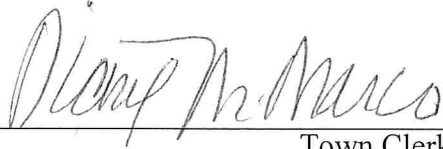
Heather E Walker NOTARY PUBLIC STATE OF NEW YORK Registration No. 01WA0025380 Qualified in Schenectady County Commission Expires 05/30/2028

AFFIDAVIT OF POSTING

STATE OF NEW YORK)
) ss.:
COUNTY OF SCHENECTADY)

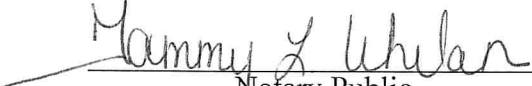
I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York, depose and say:

That on the day of March, 2025, I caused to be posted on the official signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, an Order, certified by me, duly adopted by said Town Board on the March 26, 2025. A true and correct copy of such order in the exact form in which the same was actually posted is attached hereto and made a part hereof.



Town Clerk

Subscribed and sworn to before me this
26 day of March, 2025.



Notary Public

Tammy L. Whelan
Notary Public, State of New York
Certified Schenectady County
01WH6261330
Commission Expires 5/7/28

CERTIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF SCHENECTADY)

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York (the "Issuer"), DO HEREBY CERTIFY:

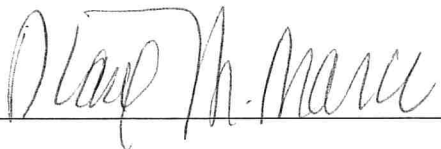
1. That a meeting of the Issuer was duly called, held and conducted on the March 26, 2025.
2. That such meeting was a **regular** meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION Will publish on April 11, 2025

POSTING Town Clerk official signboard

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer
this 26th day of March, 2025.




Town Clerk

PUBLIC HEARING

#2

Public hearing In the Matter of The
Joint Increase and Improvement of the
Facilities of Water District No. 5 and
Sewer District Nos. 2 and 7, each in
the Town of Rotterdam, Schenectady
County, New York.

4/23/25

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

51130-2-706

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York in said Town on April 9, 2025, at 7 o'clock P.M., Prevailing Time.

ORDER 2.25

PRESENT:

Mollie Collins
Supervisor

Jack Dodson
Councilmember

Ron Schlag
Councilmember

Joe Mastroianni **Absent**
Councilmember

Teri Gallucci
Councilmember

In the Matter of The Joint Increase and Improvement of the Facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York	ORDER CALLING PUBLIC HEARING
---	---------------------------------------

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York, has had under consideration the joint increase and improvement of the facilities of Water District

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

51130-2-706

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York in said Town on April 9, 2025, at 7 o'clock P.M., Prevailing Time.

ORDER 2.25

PRESENT:

Mollie Collins
Supervisor

Jack Dodson
Councilmember

Ron Schlag
Councilmember

Joe Mastroianni **Absent**
Councilmember

Teri Gallucci
Councilmember

In the Matter of The Joint Increase and Improvement of the Facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York	ORDER CALLING PUBLIC HEARING
---	---------------------------------------

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York, has had under consideration the joint increase and improvement of the facilities of Water District

No. 5 and Sewer District Nos. 2 and 7, in said Town (together, the “Districts”), consisting of purchase of maintenance equipment; and

WHEREAS, the maximum estimated cost to said Districts of such joint increase and improvement of facilities is determined to be \$967,455; and

WHEREAS, such cost shall be annually apportioned among such Districts by said Town Board, and the amounts so apportioned shall be annually apportioned and assessed upon the several lots and parcels of land within each said District in the manner provided by law, in an amount sufficient to pay the principal and interest on said bonds as the same become due, but if not paid from such source, all the taxable real property in said Town shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on said bonds as the same shall become due; and

WHEREAS, it is expected that the apportionment of such cost between the districts shall be as follows: Water District No. 5: \$468,911.25, and Sewer District No. 2: \$430,095.75, and Sewer District No. 7: \$68,448.00; and

WHEREAS, said capital project has been determined to be a “Type II Action” pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act (“SEQRA”), the implementation of which as proposed, as such, will not result in any significant adverse environmental effects; and

WHEREAS, it is now desired to call a public hearing on the question of the joint increase and improvement of the facilities of said Districts, in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law; NOW,

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

IT IS HEREBY ORDERED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. A public hearing will be held at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, in said Town, on April 23, 2025, at 7 o'clock P.M., Prevailing Time, on the question of the proposed joint increase and improvement of the facilities of Water District No. 5 and Sewer District Nos. 2 and 7, in said Town, and the estimate of cost referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice of said public hearing to be published in the official newspaper of said Town, and also to cause a copy thereof to be posted on the signboard of the Town, such publication and posting to be made not less than ten, nor more than twenty days, before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

Section 4. This Order shall take effect immediately.

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

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni (Absent)			
Gallucci	X		
Schlag	X		
Collins	X		

The Order was thereupon declared duly adopted. *****

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 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 April 14, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Rotterdam, Schenectady County, New York, will meet at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, in said Town, on April 23, 2025, at 7 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a proposed joint increase and improvement of the facilities of Water District No. 5 and Sewer District Nos. 2 and 7, in said Town, being the purchase of maintenance equipment, at a maximum estimated cost of \$967,455, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned among such Districts by said Town Board, and the amounts so apportioned shall be levied and collected in each District in the manner provided by law. It is expected that the apportionment of cost between the districts shall be as follows: Water District No. 1: \$468,911.25, and Sewer District No. 2: \$430,095.75, and Sewer District No. 7: \$68,448.00.

The improvements as described above have been determined to be a "Type II Action" pursuant to the regulations promulgated under the State Environmental Quality Review Act ("SEQRA"), which as such, it has been determined that same will not result in any significant adverse environmental effects.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Schenectady, New York,
April 9, 2025.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF
ROTTERDAM, SCHENECTADY COUNTY, NEW YORK

Diane M. Marco
Town Clerk

AFFIDAVIT OF POSTING

STATE OF NEW YORK)
) ss.:
COUNTY OF SCHENECTADY)

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York,
DEPOSE AND SAY:

That on the 26 day of April, 2025, I caused to be posted on the official signboard
maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of Public
Hearing which was a part of an Order adopted by the Town Board of said Town on April 9,
2025.

A true and correct copy of such Notice of Hearing is attached hereto.


Town Clerk

Sworn to before me this 26 day
of April, 2025.


Notary Public

GIANA BENEDETTO
Notary Public, State of New York
Certified Schenectady County
#01BE0028581
Commission Expires: 10/4/2028

CERTIFICATION FORM

STATE OF NEW YORK)
) ss.:
COUNTY OF SCHENECTADY)

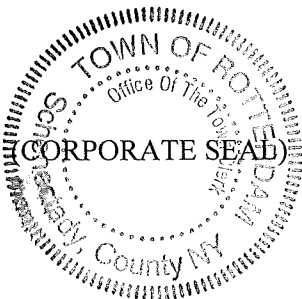
I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York (the "Issuer"), DO HEREBY CERTIFY:

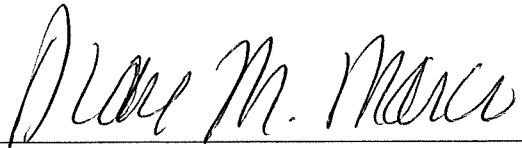
1. That a meeting of the Issuer was duly called, held and conducted on April 9, 2025.
2. That such meeting was a **regular** meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this April 9, 2025.





Town Clerk

4/11/25

**TOWN OF ROTTERDAM
NOTICE OF
PUBLIC HEARING**

PLEASE TAKE NOTICE
that the Town Board of the Town of Rotterdam, Schenectady County, New York, will meet at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, in said Town, on April 23, 2025, at 7 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a proposed joint increase and improvement of the facilities of Water District No. 5 and Sewer District Nos. 2 and 7, in said Town, being the purchase of maintenance equipment, at a maximum estimated cost of \$967,455, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned among such Districts by said Town Board, and the amounts so apportioned shall be levied and collected in each District in the manner provided by law. It is expected that the apportionment of cost between the districts shall be as follows: Water District No. 1: \$468,911.25, and Sewer District No. 2: \$430,095.75, and Sewer District No. 7: \$68,448.00.

The improvements as described above have been determined to be a "Type II Action" pursuant to the regulations promulgated under the State Environmental Quality Review Act ("SEQRA"), which as such, it has been determined that same will not result in any significant adverse environmental effects.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated:
Schenectady,
New York,
April 9, 2025.

BY ORDER OF THE
OWN BOARD OF THE
TOWN OF ROTTERDAM,
SCHENECTADY COUNTY,
NEW YORK

Diane M. Marco
Town Clerk

4/11 26057

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: April 7, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Order Calling for Public Hearing for the joint increase and improvement of the facilities of Water District #5, Sewer Districts #2 and #7.

TOWN BOARD MEETING: April 9, 2025

Background Information: The Water/Sewer Maintenance Department is responsible for any water main breaks, hydrant repair/replacement, valve repair/replacement and sewer repairs. The current machinery, a “sewer jetter” is 24 years old. The department does not currently own a vacuum truck and must borrow one when needed. The department does not currently own a small dump truck only a 10-wheeler that requires a CDL.

Evaluation/Analysis: To keep the town’s water and sewer districts in good repair for the health and safety of our residents, for the safety of our employees doing the repairs, and to improve the efficiency of operations, the proper machinery is needed.

Recommendation(s): Recommend to hold a public hearing for the joint increase and improvement of the facilities of Water District #5, Sewer Districts #2 and #7 to bond for the purchase of a sewer jetter truck, vac truck, and a small dump truck.

Attachment/Document(s): Order calling for public hearing.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 155.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the April 9, 2025 Town Board meetings as attached.

SECTION 2. This resolution shall become effective April 23, 2025.

DATED: April 23, 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: April 15, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the April 9, 2025, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: April 23, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: April 23, 2025

Background Information: Attached. To adopt the meeting minutes from the April 9, 2025 Town Board Meeting.

Evaluation/Analysis: N/A

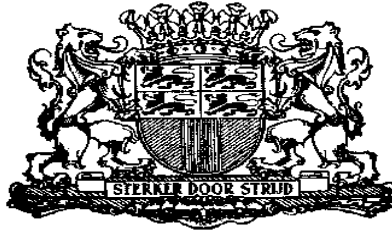
Recommendation(s): To place on Town Board agenda and Town Board meeting of April 23, 2025.

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

April 14, 2025

Certified Resolutions: #143.25-#154.25 and Order 2.25 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, April 9, 2025. The Town Board Agenda Meeting started at approximately 6:39 p.m. and was adjourned at approximately 6:49 p.m. 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 7:52 p.m. by Councilmember Dodson and seconded by Councilmember Gallucci. All agreed to adjourn the Town Board Meeting.

Councilmember Mastroianni was absent

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

April 9, 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

- Carter Flowers – Schalmont Cross Country

PUBLIC HEARING

PRESENTATIONS

- Conservation Advisory Committee 2024 Annual Report

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

143.25 Accepting Town Board Meeting Minutes. Pg. 3

144.25 To Appoint a Police Officer. Pg. 33

145.25 To accept revenue for Town Clerk's Office for March 2025. Pg. 39

146.25 To negotiate and execute an agreement with Trane U.S. Inc. for Town Hall Mechanical Controls Repairs. Pg. 45

147.25 To amend Resolution 133.25 of the year 2025; To appoint Frederick Blake to the position of Park Attendant. Pg. 58

148.25 Call for bids for one (1) used bucket truck model year 2012 or newer. Pg. 61

149.25 Call for bids for fire hydrants & hydrant marker flags. Pg. 78

150.25 To authorize a final release of retainage to Wolfe Excavating LLC. Pg. 96

151.25 To authorize a final release of retainage to Carver Construction Inc. Pg. 102

152.25 To negotiate and execute fee amendment no. 1 to an existing agreement with Barton & Loguidice for professional engineering services for the emergency generator tank replacement compliance assistance. Pg. 105

153.25 Request for Qualifications (RFQ) for engineering services for the Town's Wastewater Treatment Plant Upgrade Project – Construction Phase Services. Pg. 116

154.25 Authorize the Supervisor to negotiate and execute a Memorandum of Understanding (MOU) with the County of Schenectady for NYS Discovery and Bail Reform Funds. Pg. 233

ORDERS

2.25 To approve an order calling a public hearing In the Matter of The Joint Increase and Improvement of the Facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York. Pg. 238

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, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 143.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the March 26, 2025 Town Board meetings as attached.

SECTION 2. This resolution shall become effective April 9, 2025.

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni (Absent)			
Gallucci	X		
Schlag			X
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 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 April 14, 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, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 144.25

TO APPOINT A POLICE OFFICER

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

SECTION 1. Kyle R. Binkley of Greenfield Center, New York is hereby appointed to the position of Police Officer, probationary, full-time, with full employee benefits and subject to pre-employment background checks, at an annual salary of sixty-nine thousand twenty-three and 88/100 (\$69,023.88) dollars, commencing April 14, 2025.

SECTION 2. This resolution shall be effective April 9, 2025.

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni (Absent)			
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 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 April 14, 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, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 145.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of March 2025, has been placed on file and the Town Clerk's check in the amount of five thousand six hundred three dollars and 58/100 (\$5,603.58) has been submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective April 9, 2025.

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni(Absent)			
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 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 April 14, 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, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 146.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH TRANE U.S. INC.
FOR TOWN HALL MECHANICAL CONTROLS REPAIRS**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Trane U.S. Inc., located at 301 Old Niskayuna Road, Suite 1, Latham, NY 12110 for Town Hall Mechanical Controls Repairs, in the amount not to exceed sixty-four thousand eight hundred fourteen and 00/100 (\$64,814.00) dollars.

SECTION 2. This resolution shall become effective April 9, 2025.

DATED: April 9, 2025

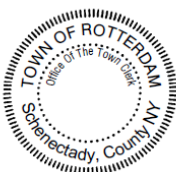
NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni (Absent)			
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 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 April 14, 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, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 147.25

TO AMEND RESOLUTION 133.25 OF THE YEAR 2025; TO APPOINT FREDERICK BLAKE TO THE POSITION OF PARK ATTENDANT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 133.25, as amended, is hereby amended, and restated to read as follows:

Frederick Blake, of Rotterdam, New York 12303, is hereby appointed to the position of Park Attendant, probationary, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty thousand nine hundred forty-eight and 29/100 (\$50,948.29) dollars, commencing March 31, 2025.

SECTION 2. This resolution shall be retroactive effective March 26, 2025.

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni(Absent)			
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 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 April 14, 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, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 148.25

CALL FOR BIDS FOR ONE (1) USED BUCKET TRUCK MODEL YEAR 2012 OR NEWER

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 one (1) used bucket truck model year 2012 or newer.

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 Tuesday April 29th, 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 the 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 purchase by the Town of Rotterdam of the following:

ONE (1) USED BUCKET TRUCK MODEL YEAR 2012 OR NEWER

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 TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:00 A.M., APRIL 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: April 9, 2025

BidNet: Please publish on April 11, 2025

Daily Gazette: Please publish once on April 11, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective April 9, 2025.

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni(Absent)			
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 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 April 14, 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, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 149.25

CALL FOR BIDS FOR FIRE HYDRANTS & HYDRANT MARKER FLAGS

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 fire hydrants & hydrant marker flags.

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 Tuesday April 22nd, 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 the 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 purchase by the Town of Rotterdam of the following:

FIRE HYDRANTS & HYDRANT MARKER FLAGS

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 TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:00 A.M., APRIL 22, 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: April 9, 2025

BidNet: Please publish on April 10, 2025

Daily Gazette: Please publish once on April 11, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective April 9, 2025.

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni(Absent)			
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 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 April 14, 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, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 150.25

TO AUTHORIZE A FINAL RELEASE OF RETAINAGE TO WOLFE EXCAVATING LLC

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute all documents for the release of retainage and issue final payment to Wolfe Excavating LLC, located at Wolfe Excavation, LLC 275 Red Schoolhouse Rd., Johnstown, NY 12095, for the Special Improvement Project Area Curry Road Sewer Improvement Project, in the total amount, not to exceed eighteen thousand, three hundred fifty-four and 71/100 (\$18,354.71) dollars.

SECTION 2. This resolution shall become effective April 9, 2025.

DATED: April 9, 2025

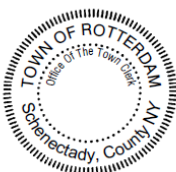
NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni(Absent)			
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 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 April 14, 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, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 151.25

**TO AUTHORIZE A FINAL RELEASE OF RETAINAGE TO CARVER
CONSTRUCTION INC.**

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 execute all documents for the release of retainage and issue final payment to Carver Construction Inc., located at PO Box 890, 2170 River Road, Coeymans, New York 12045, for the Sartoli Avenue and Kings Road Drainage Improvements, in the total amount, not to exceed seventy-seven thousand, five hundred two and 22/100 (\$77,502.22) dollars.

SECTION 2. This resolution shall become effective April 9, 2025.

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni (Absent)			
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 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 April 14, 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, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 152.25

TO NEGOTIATE AND EXECUTE FEE AMENDMENT NO. 1 TO AN EXISTING AGREEMENT WITH BARTON & LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE EMERGENCY GENERATOR TANK REPLACEMENT COMPLIANCE ASSISTANCE

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 Fee Amendment No. 1 to an existing agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services to provide design documents for building improvements at the Water Treatment Plant located on 49 Rice Road, Schenectady, New York, 12306 related to the Emergency Generator Tank Replacement Compliance Assistance project, in an amount not to exceed thirty-four thousand and 00/100 (\$34,000.00) dollars.

SECTION 2. This resolution shall become effective April 9, 2025.

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni (Absent)			
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 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 April 14, 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, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 153.25

**REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING SERVICES FOR
THE TOWN'S WASTEWATER TREATMENT PLANT UPGRADE PROJECT –
CONSTRUCTION PHASE SERVICES**

WHEREAS, the Town of Rotterdam is seeking an engineering firm to assist the Town of Rotterdam with construction phase engineering services for the Town's Wastewater Treatment Plant Upgrade Project (Construction Phase Services); **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk of the Town of Rotterdam shall cause the following notice to be published in the official newspaper of the Town of Rotterdam on or before Friday April 11, 2025, of request for qualification (RFQ):

**TOWN OF ROTTERDAM
REQUEST FOR QUALIFICATIONS**

PLEASE TAKE NOTICE: That the Town Clerk of the Town of Rotterdam, on Friday, the 2nd of May, 2025, at 4:00 P.M, at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York, 12306 will receive qualifications for the following:

WASTEWATER TREATMENT PLANT UPGRADE PROJECT

Request for Qualification packets may be obtained from the Office of Town Clerk, Diane M. Marco at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Town of Rotterdam, New York, 12306, and all responses must be received in said Office of the Town Clerk no later than 4:00 P.M. on Friday, the 2nd of May, 2025.

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

DATED: April 9, 2025

Daily Gazette: Please publish once on or before April 11, 2025.

Town Clerk

Post

SECTION 2. The Town Supervisor, and their respective designee(s) are hereby authorized and directed to cause the RFQ to be published and distribute the RFQ through such other means and to such other firms as shall be reasonably appropriate under the circumstances.

SECTION 3. This resolution shall become effective April 9, 2025

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni (Absent)			
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 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 April 14, 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, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 154.25

**AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE A
MEMORANDUM OF UNDERSTANDING (MOU) WITH THE COUNTY OF
SCHENECTADY FOR NYS DISCOVERY AND BAIL REFORM FUNDS**

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 a memorandum of understanding (MOU) with the County of Schenectady, for the distribution of funds awarded to support local law enforcement agencies with expenditures related to the implementation of NYS discovery and bail reforms.

SECTION 2. This resolution shall become effective April 9, 2025.

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni (Absent)			
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 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 April 14, 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, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

51130-2-706

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York in said Town on April 9, 2025, at 7 o'clock P.M., Prevailing Time.

ORDER 2.25

PRESENT:

Mollie Collins
Supervisor

Jack Dodson
Councilmember

Ron Schlag
Councilmember

Joe Mastroianni **Absent**
Councilmember

Teri Gallucci
Councilmember

In the Matter of The Joint Increase and Improvement of the Facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York	ORDER CALLING PUBLIC HEARING
---	---------------------------------------

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York,
has had under consideration the joint increase and improvement of the facilities of Water District

No. 5 and Sewer District Nos. 2 and 7, in said Town (together, the “Districts”), consisting of purchase of maintenance equipment; and

WHEREAS, the maximum estimated cost to said Districts of such joint increase and improvement of facilities is determined to be \$967,455; and

WHEREAS, such cost shall be annually apportioned among such Districts by said Town Board, and the amounts so apportioned shall be annually apportioned and assessed upon the several lots and parcels of land within each said District in the manner provided by law, in an amount sufficient to pay the principal and interest on said bonds as the same become due, but if not paid from such source, all the taxable real property in said Town shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on said bonds as the same shall become due; and

WHEREAS, it is expected that the apportionment of such cost between the districts shall be as follows: Water District No. 5: \$468,911.25, and Sewer District No. 2: \$430,095.75, and Sewer District No. 7: \$68,448.00; and

WHEREAS, said capital project has been determined to be a “Type II Action” pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act (“SEQRA”), the implementation of which as proposed, as such, will not result in any significant adverse environmental effects; and

WHEREAS, it is now desired to call a public hearing on the question of the joint increase and improvement of the facilities of said Districts, in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law; NOW,

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

IT IS HEREBY ORDERED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. A public hearing will be held at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, in said Town, on April 23, 2025, at 7 o'clock P.M., Prevailing Time, on the question of the proposed joint increase and improvement of the facilities of Water District No. 5 and Sewer District Nos. 2 and 7, in said Town, and the estimate of cost referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice of said public hearing to be published in the official newspaper of said Town, and also to cause a copy thereof to be posted on the signboard of the Town, such publication and posting to be made not less than ten, nor more than twenty days, before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

Section 4. This Order shall take effect immediately.

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

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni (Absent)			
Gallucci	X		
Schlag	X		
Collins	X		

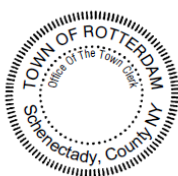
The Order was thereupon declared duly adopted. *****

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 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 April 14, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Rotterdam, Schenectady County, New York, will meet at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, in said Town, on April 23, 2025, at 7 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a proposed joint increase and improvement of the facilities of Water District No. 5 and Sewer District Nos. 2 and 7, in said Town, being the purchase of maintenance equipment, at a maximum estimated cost of \$967,455, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned among such Districts by said Town Board, and the amounts so apportioned shall be levied and collected in each District in the manner provided by law. It is expected that the apportionment of cost between the districts shall be as follows: Water District No. 1: \$468,911.25, and Sewer District No. 2: \$430,095.75, and Sewer District No. 7: \$68,448.00.

The improvements as described above have been determined to be a "Type II Action" pursuant to the regulations promulgated under the State Environmental Quality Review Act ("SEQRA"), which as such, it has been determined that same will not result in any significant adverse environmental effects.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Schenectady, New York,
April 9, 2025.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF
ROTTERDAM, SCHENECTADY COUNTY, NEW YORK

Diane M. Marco
Town Clerk

RESOLUTION NO. 156.25

**TO APPOINT MICHAEL ISABELLA TO THE POSITION OF TRAFFIC SAFETY
COORDINATOR**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Michael Isabella, of Schenectady, New York 12306, is hereby appointed to the position of Traffic Safety Coordinator, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of sixty-three thousand, twelve and 28/100 (\$63,012.28) dollars, commencing April 24, 2025.

SECTION 2. This resolution shall become effective April 23, 2025.

DATED: April 23, 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: April 14, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Re-Appoint Michael Isbella to the position of Traffic Safety Coordinator

TOWN BOARD MEETING: April 23, 2025

Background Information: Mr. Isabella has been a town employee for 9 years and has experience in sign maintenance and traffic control. Mr. Isabella has worked with the Water/Sewer, Parks and Highway Departments as traffic control.

Evaluation/Analysis: There is no certified list from Civil Service for this position.

Recommendation(s): Re-appoint Michael Isabella provisionally to the position of Traffic Safety Coordinator.

Attachment/Document(s): Civil Service Application and Job Description.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

TRAFFIC SAFETY COORDINATOR

DISTINGUISHING FEATURES OF THE CLASS: The work involves the installation, maintenance, and repair of traffic, street and building signs. The incumbent will also be responsible for the installation, maintenance, and repair of traffic counter equipment, pavement markings, and signs for work/safety zones and traffic/speed control. General supervision is received from the Uniform Division Lieutenant, with considerable leeway allowed for planning, initiating and completing work. Does related work as required.

TYPICAL WORK ACTIVITIES:

- Operates computerized sign fabrication equipment;
- Fabricates and installs highway and related signs;
- Places and operates various traffic counting and speed survey equipment;
- Assists police and other town departments with signage for safety/work zone patterns for emergency vehicle re-routes;
- Makes recommendations regarding installation of highway signs;
- Conducts regular inspections of town-wide sign and marking systems;
- Investigates and corrects problems related to handicapped parking zones;
- Assists Police department with signage for temporary no-parking zones and detours due to events such as parades, carnivals and other mass gatherings;
- Investigates concerns of residents as they relate to signage;
- Records all maintenance related to the sign and pavement marking system;
- Keeps inventory of signs and related materials used for sign fabrication and installation;
- Keeps inventory of safety materials and equipment for safety zones and work zones;
- Maintains Traffic Safety facility and equipment;
- Applies striping and lettering to all town vehicles, including police vehicles;
- Operates a variety of medium motor equipment necessary to complete tasks;
- May participate in snow plowing and removal as needed;
- May assist other departments with related work.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of common practices, tools, terminology and safety precautions as they relate to sign-making and placement; Working knowledge of principles of public safety as applied to the placement of traffic signs and markings; Skill in the making and maintenance of signs; Mechanical aptitude; Ability to work from written and diagrammed instructions; Ability to keep simple records; Ability to deal constructively with the public.

MINIMUM QUALIFICATIONS: Graduation from high school or possession of a high school equivalency diploma and five years of experience in signs/markings, three years of which shall have been in street marking and sign preparation and placement for traffic control.

Adopted CSC 1/11/00

Revised CSC 10/3/00; CSC 09/10/01

RESOLUTION NO. 157.25

TO APPOINT MARIA DIMEO-ASCOLESE TO THE POSITION OF COURT CLERK I

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Maria Dimeo-Ascolese, of Rotterdam, New York 12303, is hereby appointed to the position of Court Clerk I, full time, permanently, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-six thousand, seven hundred ninety-five and 93/100 (\$56,795.93) dollars, commencing April 24, 2025.

SECTION 2. This resolution shall become effective April 23, 2025.

DATED: April 23, 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: April 16, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Appoint Maria DiMeo-Ascolese to the position of Court Clerk I

TOWN BOARD MEETING: April 23, 2025

Background Information: Ms. DiMeo-Ascolese has been an employee at the Rotterdam Town Court since 2005.

Evaluation/Analysis: Ms. DiMeo-Ascolese has been working provisionally in this title for the past three years and has been an exceptional employee.

Recommendation(s): Appoint Maria DiMeo-Ascolese to the permanent position of Court Clerk I.

Attachment/Document(s): Job Description

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

COURT CLERK I

DISTINGUISHING FEATURES OF THE CLASS: This position exists in a Town and involves responsibility for participating in functions and activities relating to a court system where civil, criminal, and /or traffic cases are processed. Work is carried out in accordance with established procedures and involves the management of all court operations related to case processing. Work is performed under the general supervision of presiding judges with wide leeway permitted for the exercise of independent judgment in carrying out the details of the work. Direct supervision may be exercised over the work of subordinate employees. Does related work as required.

TYPICAL WORK ACTIVITIES:

- Receives and files summonses and traffic tickets in numerical or alphabetical order;
- Types court calendar and records disposition of cases on court records;
- Accepts fees, fines, and bail money in accordance with defined procedures and gives receipts;
- Balances a cash drawer and records actions and daily totals in a ledger book;
- Prepares deposit slips;
- Prepares file folders, files court papers according to an established system, and retrieves papers from file;
- Enters convictions on drivers' licenses and prepares reports to the Motor Vehicle Department and Department of Audit and Control;
- Receives, date stamps, sorts and distributes incoming mail;
- Responds to inquiries from other courts, government agencies and attorneys concerning court procedures;
- Responds to oral and written inquiries from the public concerning scheduling or cases and court procedures and practices;
- Performs a variety of miscellaneous clerical duties as required, such as typing, filing, and answering the telephone;
- Analyzes and reports complex dispositions to the New York State Office of Court Administration and New York State Department of Criminal Justice Services;
- Audits and corrects TSLED error reports;
- Audits and corrects New York State Office of Court Administration error reports;
- Prepares and balances monthly reports;
- Prepares divestitures for superior court transfers;
- Prepares bail checks;
- Balances monthly bank statements, reconciling the bail account, court and credit card reports;
- Prepares grant applications and any related paperwork;
- May assign work, schedule completion dates, train and supervise subordinate staff;
- Does related work as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of modern office management practices, procedures and equipment; good knowledge of business arithmetic and English; eJusticeNY Criminal Justice Access training; good knowledge of New York State Integrates Justice Portal, ability to readily acquire familiarity with the laws, rules, regulations, policies and practices of the court system; ability to read and interpret a variety of written and numeric material including court documents and correspondence; ability to understand and follow oral and written instructions; ability to train, supervise and coordinate the activities of a subordinate staff; ability to handle sensitive matters on a confidential basis; clerical aptitude; good judgment; tact; courtesy.

MINIMUM QUALIFICATIONS

Graduation from high school or possession of a high school equivalency diploma and five (5) years of clerical experience in a court setting.

Adopted
CSC 11/15/16
Revised
CSC 3/21/23

JC: COMPETITIVE

RESOLUTION NO. 158.25

**TO APPOINT MEMBERS OF THE TOWN OF ROTTERDAM PARKS AND
RECREATION ADVISORY COMMITTEE**

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 Parks and Recreation Advisory Committee to fill the remaining vacancies to the committee with the following term dates commencing April 23, 2025:

Clark Collins – Term ending December 31, 2025

Mary Barrie – Term ending December 31, 2026

SECTION 2. This resolution shall become effective April 23, 2025.

DATED: April 23, 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: April 14, 2025

TO: Supervisor Collins

FROM: Ronald Schlag

TITLE OF REQUEST: Add committee members to the Parks and Recreation Advisory Committee

TOWN BOARD MEETING DATE: April 23, 2025

Background Information: The park and recreation advisory committee has two openings currently.

Evaluation/Analysis: Both Mary and Clark have been devoted volunteers to the town for years and have firsthand knowledge to help navigate the parks and rec committee towards even more successful goals, aimed to help improve our town parks and educate the public in other unique ways.

Recommendation(s): Approve the appointments of Mary Barrie and Clark Collins to the Park and Recreation Committee, for the remainder of each term, in accordance with the code "Chapter 52 Parks and Recreation Advisory Committee".

Attachment/Document(s): Letters of Interest from Mary Barrie and Clark Collins.

Compliance with Purchasing Policy? N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

From: [Mollie Collins](#)
To: [Megan Griffin](#)
Subject: Fw: Parks advisory committee vacancy
Date: Wednesday, April 16, 2025 9:56:02 AM

FYI

From: Mary Barrie [REDACTED]
Sent: Tuesday, April 8, 2025 6:24 PM
To: Mollie Collins <mcollins@rotterdamny.org>; Charles Jack Dodson <cjdodson@rotterdamny.org>; Joseph Mastroianni <jcmastroianni@rotterdamny.org>; Ronald Schlag <RSchlag@rotterdamny.org>; Teri Gallucci <TGallucci@rotterdamny.org>
Subject: Parks advisory committee vacancy

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening,

I would very much like to be considered for an appointment to the Parks advisory committee. I believe I would be able to develop a nature appreciation curriculum working through the Parks advisory committee if a few members are interested. We have so much to offer young minds in our Parks. Remnant Pine Bush and the Mohawk River can make an outdoor classroom adventure.

This could be done without spending a lot of resources.

I am not sure whether the committee would be interested, but I would like to find out.

Thank you for your consideration .

Mary Barrie

[Yahoo Mail: Search, Organize, Conquer](#)

April 8, 2025

RECEIVED

APR 09 2025

Town of Rotterdam
SUPERVISORS OFFICE

Dear Supervisor and Town Board Members,

My name is Clark Collins and I worked with Mary Barrie last year going to Jefferson School and Pinewood School teaching the children about our aquafer. When I worked for the town at the Rice Road Treatment Plant we had local schools that brought their children down to the plant and we explained how the aquafer worked.

I was told that there was an opening on the Parks Committee and I would like to be considered for that position. I would like to continue to work with Mary on educating our children about the natural resource we have with the aquafer and I look forward to working with other members of the committee to improve our parks.

I know that the town is currently looking to finish the dog park at Juracka Park and there are many options on how to utilize the Strang Farm. I would like to work with the committee to see these projects completed.

Thank you for your consideration.

Clark Collins

RESOLUTION NO. 159.25

**TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM
OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL
SERVICE EMPLOYEES' ASSOCIATION (CSEA) RECOGNIZING THE
ESTABLISHMENT OF THE NEW JOB TITLE OF SENIOR PARK ATTENDANT**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes The Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the established position of Senior Park Attendant, a position in the non-competitive class of the civil service, as a CSEA bargaining unit position covered under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.

SECTION 2. This resolution shall become effective April 23, 2025.

DATED: April 23, 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: April 16, 2025

TO: Town Board

FROM: Mollie Collins, Supervisor

TITLE OF REQUEST: Accept new position of Senior Park Attendant

TOWN BOARD MEETING: April 23, 2025

Background Information: Currently there are only two titles in the Parks Department – Park Attendant and Assistant Supervisor.

Evaluation/Analysis: With the creation of a Senior Park Attendant, it allows for advancement within the department and stable supervision.

Recommendation(s): Accept new position of Senior Park Attendant

Attachment/Document(s): Civil Service Job Description and meeting minutes from the Schenectady County Civil Service Commission 4/15/25.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor

SENIOR PARK ATTENDANT

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for performing park maintenance duties and directing and overseeing the work of park attendants and/or laborers involved in performing semi-skilled and unskilled park maintenance duties. The incumbent in this position may be responsible for performing the park maintenance duties assigned to park attendants or laborers. The incumbent is under direct supervision from an Assistant Park Supervisor, Park Maintenance Supervisor or foreman. Does related work as required.

TYPICAL WORK ACTIVITIES:

- Oversees, directs or performs the grading and marking of baseball diamonds, football fields and tennis courts by park attendants;
- Oversees, directs or performs the watering of lawns and shrubs;
- Oversees, directs or performs the upkeep of park equipment;
- Oversees, directs or performs the assembling and dismantling of recreation equipment, bleachers and loudspeakers;
- Oversees and may assist park attendants engaged in the cleaning of buildings, lavatories and shower rooms;
- Oversees and may assist park attendants in the cleaning, painting and repairing of goal posts, scoreboards, line markers, swings and other park equipment;
- May keep time records and duty work sheets;
- Performs a variety of related duties as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL

CHARACTERISTICS: Good knowledge of the methods, materials and tools used in the maintenance of grounds, buildings and playground equipment; ability to oversee and direct the work of others; ability to give oral and written directions; ability to get along with others.

MINIMUM QUALIFICATIONS:

(A) Two years of experience in the maintenance of parks and park equipment, buildings, roads, or other related grounds keeping activities, six months of which shall have been in a supervisory capacity; OR

(B) An equivalent combination of training and experience as defined by (A) above.

When assigned to the Town of Rotterdam:

SPECIAL REQUIREMENT: Possession of a valid NYS driver license, and retention of such license throughout the tenure of employment.

Revised
CSC 5/14/85
CSC 3/18/25

JC: NON-COMPETITIVE-ALL



**MEETING MINUTES
SCHENECTADY COUNTY
CIVIL SERVICE COMMISSION
April 15, 2025**

Present:

Judy Dagostino – Chair of the Civil Service Commission
B. Donald Ackerman – Commissioner
Richard Nebolini – Commissioner
Joe McQueen – Secretary to the Civil Service Commission
Barbara Leonard – Personnel Technician

Excused:

Julie Biittig - Supervising Personnel Assistant

Mrs. Dagostino called the meeting to order at 1:05.

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

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

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to approve the minutes of March 18, 2025.

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

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

<u>Position</u>	<u>Jurisdiction</u>	<u>Classification</u>
Accounts Payable Supervisor (HELPS Program)	County – Finance	Non-Competitive*
Junior Systems Administrator	County – Information Services	Competitive
Physical Therapist (School District)	Niskayuna Schools	Competitive
Pistol Permit Clerks (HELPS Program)	County – County Clerk	Non-Competitive*
Security Monitors (HELPS Program) (8)	Niskayuna Schools	Non-Competitive
Senior Park Attendant	Town of Rotterdam	Non-Competitive*
*pending classification		

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

<u>Title</u>	<u>Jurisdiction</u>
Accounts Payable Supervisor (HELPS Program)	County – Finance
Junior Systems Administrator	County – Information Systems
Pistol Permit Clerk (HELPS Program)	County – Co. Clerk

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

<u>Title</u>	<u>Requested by:</u>
Director of Financial Management (Department of Social Services)	County – Social Services
Environmental Health Specialist I	County – Public Health
Environmental Health Specialist II	County – Public Health
Painter	City of Schenectady
Pistol Permit Clerk	County – Co. Clerk
Probation Officer I (Spanish Speaking)	County - Probation

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved from the Sheriff, Schenectady County, to transfer Nancy Murray from the New York State Department of Corrections and Community Supervision to Schenectady County as a Correction Officer in accordance with Rule XVII of the Schenectady County Civil Service Rules pending verification of eligibility from NYS Department of Corrections and Community Supervision.

Mr. Nebolini moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Town of Rotterdam Supervisor, Mollie Collins, to promote Maria DiMeo Ascolese to the position of Court Clerk I in accordance with Section 52.7 of the New York Civil Service Law and Rule XII.8 of the Schenectady County Civil Service Rules. No further written examination will be required.

Mrs. Dagostino moved, and Mr. Nebolini seconded, and the Commission unanimously approved the request from the Director of Human Resources, Schenectady County, to make the position of Veteran's Peer Support Coordinator a designated 55A position.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Sheriff, Schenectady County, to transfer Kevin Brown from the New York State Department of Corrections and Community Supervision to Schenectady County as a Correction Officer in accordance with Rule XVII of the Schenectady County Civil Service Rules pending verification of eligibility from NYS Department of Corrections and Community Supervision.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Sheriff, Schenectady County, to transfer Bryan Avery from the New York State Department of Corrections and Community Supervision to Schenectady County as a Correction Officer in accordance with Rule XVII of the Schenectady County Civil

Service Rules pending verification of eligibility from NYS Department of Corrections and Community Supervision.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request the request from Sheriff, Schenectady County, to transfer Steven Groom from the New York State Department of Corrections and Community Supervision to Schenectady County as a Correction Officer in accordance with Rule XVII of the Schenectady County Civil Service Rules pending verification of eligibility from NYS Department of Corrections and Community Supervision.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Sheriff, Schenectady County, to transfer Jeffrey Norton from the New York State Department of Corrections and Community Supervision to Schenectady County as a Correction Officer in accordance with Rule XVII of the Schenectady County Civil Service Rules pending verification of eligibility from NYS Department of Corrections and Community Supervision.

Mr. Nebolini moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Director of Human Resources, Niskayuna School District, to abolish 10-Health Office Aide, 4-Clerical Aide and 4-Stenographic Secretary positions as these titles are no longer utilized.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Director of Human Resources to accept the Physical Agility Test results from the New York Division of State Police.

Mr. Nebolini moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Executive Director, Municipal Housing Authority to waive the residency requirement for the position of Housing Quality Standards Inspector. He would like to open the examination to residents of New York State.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously approved the request from Karen Crandall, Hearing Officer, to disqualify Alexis Cobian from eligibility list #89185 for the position of Correction Officer pursuant to § 50(4) of the New York State Civil Service Law.

Mr. Ackerman moved, and Mr. Nebolini seconded and the Commission unanimously approved the request Karen Crandall, Hearing Officer, to disqualify Octavia Banks from eligibility list #89185 for the position of Correction Officer pursuant to § 50(4) of the New York State Civil Service Law.

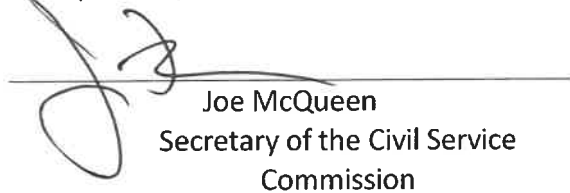
Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously approved the request from Karen Crandall, Hearing Officer, to disqualify Scott Krikorian from eligibility list #89185 for the position of Correction Officer pursuant to § 50(4) of the New York State Civil Service Law.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously approved the request from Karen Crandall, Hearing Officer, to disqualify Robert Henderson from eligibility list #89185 for the position of Correction Officer pursuant to § 50(4) of the New York State Civil Service Law.

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

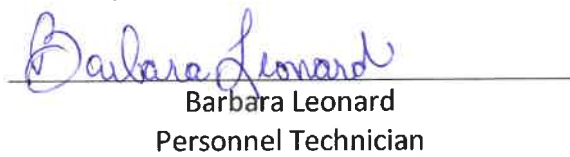
The next meeting of the Civil Service Commission will be held on Tuesday, May 20, 2025.

Respectfully Submitted,



Joe McQueen
Secretary of the Civil Service
Commission

By:



Barbara Leonard
Personnel Technician

RESOLUTION NO. 160.25

**TO AUTHORIZE AN AGREEMENT WITH MOHAWK VALLEY SOCIETY LOCAL
85-133 FOR LIVE MUSIC FOR THE 2025 SUMMER CONCERT SERIES**

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 Mohawk Valley Society for Live Music, Local 85-133, located at 32 Paul Street, East Greenbush, New York, 12061, to provide music for the 2025 Summer Concert Series held at the Rotterdam Senior Center, 2639 Hamburg Street, Schenectady, New York 12303, on Monday evenings, beginning June 2, 2025 and ending on August 18, 2025, in an amount not to exceed six thousand seven hundred fifty and 00/100 (\$6,750.00) dollars.

SECTION 2. This resolution shall become effective April 23, 2025.

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

Rotterdam Senior Center 2638 Hamburg Street Rotterdam, NY 12303 (518)356-1561
Website: www.rotterdamny.org



LEGISLATIVE REQUEST FORM

DATE: April 15, 2025

TO: Mollie Collins, Supervisor

FROM: Linda Testa, Project Coordinator, Office of the Aging

TITLE OF LEGISLATIVE REQUEST: Contract with the Mohawk Valley Society for Live Music for the 2025 Summer Concerts Series at the Rotterdam Senior Center.

TO BE PLACED ON TOWN BOARD MEETING OF: April 23, 2025, Town Board Meeting.

Background Information: The Mohawk Valley Society for Live Music works with the Town of Rotterdam to provide professional bands for our Summer Concerts Series. This year they are providing nine (9) professional bands. The first concert will be held on Monday June 2, 2025.

Evaluation/Analysis: This program is a joint venture between the Town and the Schenectady-Amsterdam Musical Union. Together we provide a concert series that is well received in the community and introduces live music to younger generations who have not been exposed to the experience. It is an extension of our programs in that it provides socialization to our senior population, and it encourages a sense of community between all residents, no matter their age.

Recommendation(s): It is recommended that the Town Board authorize the Supervisor to sign the contract with the Mohawk Valley Society for Live Music to fund the Summer Concert Series.

Attachment/Documents(s): Mohawk Valley Society for Live Music.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Supervisors office.

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA



(HEREIN CALLED "FEDERATION")

CONTRACT

(Form L-2)

FOR LOCAL ENGAGEMENTS ONLY
(NOT FOR USE IN CANADA)



Whenever the term "The Local Union" is used in this contract, it shall mean Local Union No. 85-133 of the Federation.

THIS CONTRACT for the personal services of musicians on the engagement described below is made this 31st day of March, 20 25, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

1. Name and Address of Place of Engagement: Town of Rotterdam Senior Center, 2639 Hamburg St., Rotterdam, NY 12303

Name of Band or Group: Mohawk Valley Society for Live Music (specific dates & bands listed below)

Number of Musicians: _____ Number of Vocalists: _____

2. Date(s) of Engagement; daily or weekly schedule and daily clock hours:

Monday evenings, 6:30-8:00pm; June 2, June 9, June 16, June 30, July 7, July 21, August 4, August 11, August 18 2025

3. Type of Engagement (specify whether dance, stage show, banquet, etc.): Outdoor Summer Concert Series
(moved indoors if conditions warrant)

4. Compensation Agreed Upon: \$ \$6,750.00 made payable to the "Mohawk Valley Society for Live Music"
(Amount and Terms)

5. Purchaser Will Make Payments As Follows: \$3,375.00 on/before June 1st, 2025
(Specify when payments are to be made)
\$3,375.00 on/before July 1st, 2025

(Continued on reverse side)

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

Print Purchaser's Full and Correct Name
(If Purchaser is Corporation, Full and Correct Corporate Name)

X _____
Signature of Purchaser (or Agent thereof)

Street Address

City State Zip Code

Telephone

Booking Agent Agreement No.

Michael Blostein, Union representative 85-133

Print Name of Signatory Musician Home Local Union No.

X Michael D. Blostein
Digitally signed by Michael D. Blostein
Date: 2020.04.29 08:21:44 -04'00'

Signature of Signatory Musician

32 Paul Street

Musician's Home Address

East Greenbush, New York 12061

City State Zip Code

518-727-8216; afm85.133@gmail.com

Telephone

blosteinm@gmail.com

Address

Names of All Musicians	Local Union No.	U.S. Social Security Nos.	Direct Pay
6/2/2025 - Matty Stecks & The 518			\$
6/9/2025 - The Dominant 5 Brass Quintet			
6/16/2025 - The Ragtime Windjammers			
6/30/2025 - Shir Chadash Trio			
7/7/2025 - Unken Brew			
7/21/2025 - The Dadtett			
8/4/2025 - The Epilogue Trio			
8/11/2025 - Michael Benedict Jazz Vibes			
8/18/2025 - The Joe Gitto Trio			

10. ADDITIONAL PROVISIONS: _____
- _____
- _____
- _____
- _____

[illegible]

RESOLUTION NO. 161.25

TO NEGOTIATE AND EXECUTE A CONTRACT WITH SANTORE’S WORLD OF FAMOUS FIREWORKS LLC AND NIGHT SKY PRODUCTIONS LLC

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 Chief of Police to negotiate and execute a contract with Santore’s World of Famous Fireworks, LLC, and Night Sky Productions LLC, located at PO BOX 867 Stillwater NY 12170, in the amount of two thousand seven hundred fifty and 00/100 dollars (\$2,750.00) to operate a firework display for the Town residents in celebration of National Night on August 5, 2025.

SECTION 2. This resolution shall become effective April 23, 2025.

DATED: April 23, 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: April 10, 2025

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Authorize the Town Supervisor to enter into an agreement with Santore's World Famous Fireworks LLC.

TOWN BOARD MEETING: April 23, 2025

Background information: Santore's World Famous Fireworks has, in previous years, provided a fireworks display for the Police Department's annual National Night Out event.

Evaluation/Analysis: N/A

Recommendation(s): Authorize the Town Supervisor to enter into an agreement with Santore's World Famous Fireworks LLC. Santore's World Famous Fireworks LLC will provide a fireworks display at the Police Department's National Night Out event on August 5, 2025.

Attachment/Document(s): Copy of contract.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD

Contract

THIS CONTRACT ("Contract") is made on this 31st day of March ,2025 between SANTORE'S WORLD FAMOUS FIREWORKS, LLC, P.O. Box 687, Stillwater, NY 12170; hereinafter known as and designated as "**SANTORE**"; and the **Town of Rotterdam Police Department**, having an address of **101 Princetown Rd, Schenectady NY 12006**, hereinafter known as and designated as "**CLIENT**."

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows:

1. "**SANTORE**" agrees to conduct **CLIENT** fireworks display in compliance with State and Local regulations and in accordance with the attached proposal attached hereto and made a part hereof.

A. **Display Date: August 05, 2025 - Rain or Shine**

B. Display Location: Designated Area of Park Across from Police Station

C. Start Time of Display: Approx 9:00 pm (shortly after dark)

D. Duration of Display: Approx. 10-12 minutes.

2. "**SANTORE**" agrees to pay all expenses for the freight and cartage for the said display, all necessary labor, equipment which shall include experienced and/or licensed Pyrotechnic Operators to discharge the said display in accordance with law.

3. "**SANTORE**" will provide proof of Workman's Compensation/Disability Insurance for its employees. 'SANTORE' also agrees to supply **CLIENT** insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage and vehicle insurance in the amount of FIVE MILLION DOLLARS. At least ten (10) days prior to the display date, "**SANTORE**" shall supply to **CLIENT** a Certificate of Insurance showing **CLIENT** as the Certificate Holder.

4. **CLIENT** will procure and/or provide the following

A) A safe and secure (as reasonably defined and approved by **SANTORE** and local officials) firing site which meets the minimum safety distance factors established by State and local laws and **NFPA** codes;

B) Police protection adequate to maintain said distance factors;

C) All necessary permits at own expense.

D) Sand (as required); **N/A**

E) Barges, tugs, and marine/barge insurance; **N/A**

F) Communications equipment; **N/A**

G) Security, including crowd control;

H) Standby fireman and equipment;

I) A safe and secure loading facility for set up of pyrotechnics.

J) Next day clean up(s) of site;

5. HOLD HARMLESS

CLIENT agrees to hold harmless **"SANTORE"** of all and any claims, legal fees incurred outside the operations or control of **"SANTORE."** **"SANTORE"** agrees to hold harmless **CLIENT** from all claims and legal fees incurred from the direct operations of **"SANTORE."** Any damage resulting from failure of **CLIENT** to procure and/or provide the above-listed items in part 4. shall be the sole responsibility of **CLIENT**, and no claim shall be made against **"SANTORE"**; this includes personal injury or damage to non-fire-resistant tents, motor vehicles, boats, vending carts, temporary or permanent structures, or other personal property. Furthermore, **"SANTORE"** is not liable for crowd behavior before, during, or after the display; it is the full responsibility of **CLIENT**.

6. POSTPONEMENT

Every reasonable effort will be made to conduct the display(s) despite the weather. Should weather prove unfavorable on the date listed in Section 1 (above), the display may, upon agreement of both parties, be postponed until next clear evening. Such postponement shall be decided upon, and notice given **"SANTORE"** no later than one o'clock p.m. on the date listed on Section 2 (above). **CLIENT** is responsible for additional expenses incurred by **"SANTORE"** due to postponement; these include additional labor, meals, hotels, transportation, telephone, and, where applicable, airfare; total of said additional expenses shall not exceed **10%** of the contract price.

7. CANCELLATION

If, due to inclement weather or other acts of **God**, the display(s) is (are) canceled without rescheduling, **CLIENT** agrees to pay **"SANTORE"** 50% of the total contract price forthwith upon cancellation. Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT** agrees to pay **"SANTORE"** liquidated damages of 100% of the total contract price forthwith upon cancellation. In either case, the sum will be deducted from **CLIENT's** paid deposit (see next paragraph), and **"SANTORE"** will refund the balance (if any) of said deposit within ten (10) working days. **If CLIENT reschedules the display within six (6) months of cancelled display date (July 3rd, 4th and 5th are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable.**

8. PAYMENT

Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **\$1,500.00** for all matters relative to the pyrotechnic performance(s) and display(s) under this agreement. Payment to be as follows: The balance of the contract is due upon completion of the display(8/05/2025). A service charge of **2%** per month, compounded monthly, will be added to all accounts over 30 days past due. **CLIENT** agrees to pay attorney's fees and costs if **SANTORE** needs to retain an attorney to enforce collection of this account.

9. CLIENT agrees that any publicity, media coverage, announcements, and advertising shall name **SANTORE'S WORLD FAMOUS FIREWORKS, LLC**, as the primary Contractor for the said display.

10. CLIENT agrees and understands that this agreement is being entered to in Saratoga County, New York, and thus be construed in accordance with the laws of New York State. In the event of any dispute whatsoever with regard to the meaning, interpretation, and/or enforcement of this agreement, it will be decided in Rensselaer, New York.

SANTORE'S WORLD FAMOUS FIREWORKS, LLC
Jeffrey M. Ward 3/31/2025

By: Jeffrey M. Ward

By: _____

Client Contact Information

Name: _____
Address: _____
Phone No. _____
Cell Phone: _____
E-Mail: _____

Representative for Date of Show

Name: _____
Cell Phone: _____
E-Mail _____

Contract

THIS CONTRACT ("Contract") is made on this 31st day of March 2025, between **Night Sky Productions LLC**, PO BOX 697, Stillwater, NY 12170, hereinafter known as and designated as "**Night Sky**"; and the **Rotterdam Police Department**, having an address of ;**101 Princetown Rd Schenectady NY 12306**, hereinafter known as and designated as "**CLIENT**."

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows: **Night Sky** agrees to furnish **CLIENT** with event coordination, logistics management, administrative services, and customer support prior to the display date in conjunction with a fireworks display conducted by Santore's World Famous Fireworks LLC in accordance with the dates/times herein:

1. **Event Date:** **August 5, 2025.**
2. **Event Location:** **Designated Area- in Park across the Street from Police Department** -
3. **Event Start Time :** **9:00 pm (shortly After dark)**
4. **Insurance/Hold Harmless:** **Night Sky** will provide 2 million dollars in general liability and error and omissions insurance. There are no employees or vehicles at any event location that require additional insurance coverage for compensation or auto insurance. There are no employees, managers or contractors of **Night Sky** that perform any display related functions on site or on the day of the event. All work at the actual display is 100% handled, controlled, operated and managed by Santore's World Famous Fireworks, LLC. **Client** holds harmless and releases **Night Sky** from any liability for any damages that may occur as a result of the fireworks display as there are no activities being performed on site by **Night Sky**. All display related functions are performed and insured by Santore's World Famous Fireworks, LLC.
5. **POSTPONEMENT.** Every reasonable effort will be made to conduct the display(s) despite the weather. Rain Date: **N/A**. Such postponement shall be decided upon, and notice given to Santore's World Famous Fireworks at (518-664-9994). If notified by 6:00 a.m.-8/05/2025- 10% of this Contract price. If notified after 6:01 a.m.8/05/2025 - 20% of this Contract price. The postponement fees are calculated separately for **Night Sky** and Santore and governed with separate payments under each agreement.
6. **CANCELLATION.** If, due to inclement weather or other acts of God, the event (s) is (are) canceled after 6:00 a.m. without rescheduling, **CLIENT** agrees to pay **Night Sky** \$1,250.00 Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT** agrees to pay **Night Sky** liquidated damages of 100% of the total contract price forthwith upon cancellation. If **CLIENT** reschedules the display within six (6) months of canceled display date (July 3rd, 4th and 5th are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable and strictly the postponement fees apply.

7. **PAYMENT.** Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **\$1,250.00** for all matters relative to event coordination, logistics, administrative services, and customer support under this agreement. Payment to be as follows: Payment in full due upon execution and delivery of this contract . A service charge of 2% per month, compounded monthly, will be added to all accounts over 30 days past due. **CLIENT** agrees to pay attorney's fees and costs if Night Sky needs to retain an attorney to enforce collection of this account. Payments to be mailed to **Night Sky Productions LLC PO BOX 697, Stillwater, NY 12170.**
8. **VENUE.** **CLIENT** agrees and understands that this agreement is being entered to in Rensselaer County, New York, and thus be construed in accordance with the laws of New York State. In the event of any dispute whatsoever with regard to the meaning, interpretation, and/or enforcement of this agreement, it will be decided in Rensselaer County, New York.

Signed and agreed as of the above date.

Night Sky Productions LLC

August N Santore Jr.

August N. Santore, Jr.
Managing Member

(Print Name and Title Above & Sign on the line) Authorized Representative

Client Contact Information

Name: _____
Address: _____

Phone No.: _____
Cell Phone: _____
E-Mail _____

Representative for Date of Show

Name: _____
Cell Phone: _____
E-Mail _____

RESOLUTION NO. 162.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PRECISION
INDUSTRIAL MAINTENANCE, LLC FOR JETTING AT THE ALTAMONT AVENUE
PUMP STATION**

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 Precision Industrial Maintenance, LLC, located at 1710 Erie Boulevard, Schenectady NY 12308, LLC to perform the Pump Out and Jetting at the Altamont Avenue pump station, in accordance with the hourly rates and disposal costs associated with quote dated April 10, 2025.

SECTION 2. This resolution shall become effective April 23, 2025.

DATED: April 23, 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: April 14, 2025

TO: Mollie Collins, Town Supervisor

FROM: James Keith, Sr. Building Inspector

TITLE OF REQUEST: Altamont Pump Station Pump Out and Jetting

TOWN BOARD MEETING: April 23, 2025

Background Information: The Precision Industrial Maintenance, LLC. provides sludge removal at the Town's Waste Water Treatment Plant.

Evaluation/Analysis: Altamont Avenue Pump Station needs to be pumped out and jetted due to items being flushed through the sewer system.

Recommendation(s): Authorize Precision Industrial Maintenance, LLC to preform the Pump Out and Jetting at the Altamont Pump Station.

Attachment/Document(s): Quote from Precision Industrial Maintenance, LLC dated April 10, 2025.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY:

April 10, 2025

Alan Aldi
Town of Rotterdam Department of Public Works
1100 Sunrise Blvd.
Rotterdam, New York 12306
Tel: 518-393-4594

RE: Altamont Pump Station Pump Out and Jetting

Dear Alan:

I would like to take this opportunity to thank you for choosing Precision Industrial Maintenance, LLC (PIM) for your environmental needs. The following quotation is based on our conversation regarding the pumping out of the Altamont pump station pit for the Town of Rotterdam Department of Public Works.

Scope of Work

Provide a vacuum truck and operator and laborer to pump out septic sludge from the Altamont Pump Station in Schenectady, New York. Waste will be transported to either Rotterdam WWTP at no cost or Schenectady WWTP for disposal as needed. Approximately 400 feet of pipe will also be jetted from manhole to manhole near the pump station.

Vacuum Truck/Operator/Laborer/Pickup Cost (Off Site):	\$ 445.00/hour (portal to portal)
Vacuum Truck and Operator Cost (On-Site):	\$ 529.00/hour
Liquid Disposal Cost:	\$ 0.25/gallon
Sludge Disposal Cost:	\$ 308.00/ton

All prices include transportation, fees, and surcharges.

Other Terms and Conditions

- All work will be performed in a legal manner according to all local, state, and federal regulations.
- All local, state, and federal taxes apply unless a tax-exempt document is presented to PIM.
- If sludge is placed in the drain at Schenectady WWTP it will be charged as liquid and if the sludge is placed in the pole barn it will be charged as solid/sludge.
- On site labor will be at prevailing wage rates.
- A minimum of four hours will be charged to the project.
- This quotation is valid for 60 days and subject to verification thereafter.

Rotterdam Altamont Pump Station Pricing

April 10, 2025

If you have any questions or comments, please feel free to contact me at (518) 369-5600.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Kaleta".

Jeff Kaleta
Project Manager

Authorizing Signature

RESOLUTION NO. 163.25

**TO APPROVE THE PURCHASE AND INSTALLATION OF EMERGENCY VEHICLE
EQUIPMENT TO A WATER AND SEWER MAINTENANCE TRUCK**

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 Auto Solutions of New York, Inc., located at 78 Freemans Bridge Road, Glenville, New York 12302, for the purchase and installation of Emergency Vehicle Equipment to be placed on a 2024 Ford Truck F350 Pickup Truck in the Water and Sewer Maintenance Department, in the amount not to exceed one thousand two hundred twenty-nine and 97/100 (\$1,229.97) dollars.

SECTION 2. This resolution shall become effective April 23, 2025.

DATED: April 23, 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: April 14, 2025

TO: Mollie Collins, Town Supervisor

FROM: James Keith, Sr. Building Inspector

TITLE OF REQUEST: Emergency Vehicle Equipment

TOWN BOARD MEETING: April 23, 2025

Background Information: The Water/Sewer Maintenance Department purchased a new Ford F350 and is in need of emergency vehicle equipment installation.

Evaluation/Analysis: The Water/Sewer Maintenance Departments new vehicle needs to have Emergency equipment installed for Water and Sewer Repairs

Recommendation(s): Authorize Auto Solutions to install a Emergency Vehicle Equipment to the 2024 Ford F350.

Attachment/Document(s): Quotes from Auto Solutions of New York, Inc, Specialized Vehicle Upfitting, Inc. and La Rosas Automotive, Inc.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY:

AUTO SOLUTIONS OF NEW YORK, INC
 78 FREEMANS BRIDGE ROAD
 GLENVILLE NY 12302
 518-377-5555
 www.autosolutionsny.com

page 1

Estimate #91498

ROTTERDAM DPW
 1100 SUNRISE BLVD.
 SCHENECTADY NY 12306

Day Phone : 518-355-7575
 Cell Number : 518-331-4589

Vehicle : 2024 Ford Truck F350 Super Duty 1 Ton - Pickup 6.8 L
 VIN : 0000000000000000
 Created : 4/10/2025 8:23:31 AM
 Contact : MIKE COLAROSS

Last Mileage : 0
 Odometer In : 0
 Odometer Out : 0

Qty	Code/Tech*	Reference	Description	Condition	Unit Price	Price
		NOTEVEE				
		CUSTOMER REQUEST: EMERGENCY VEHICLE EQUIPMENT				
4		LABOREVE	LABOR		\$125.00	\$500.00
1 -		762704468936	3000W POWER INVERTER		\$289.99	\$289.99
1 -		IG025ROFC	1AWG BATTERY CABLE WIRE - RED - 25FT		\$135.00	\$135.00
1 -		IG0425BKOF	1AWG BATTERY CABLE - BLK - 25FT		\$135.00	\$135.00
1 -		BS7187	BLUE SEA 100A CIRCUIT BREAKER		\$49.99	\$49.99
1 -		OUTLET	120V BREAKER OUTLET W/ BOX		\$55.00	\$55.00
1 --		COVER	WEATHERPROOF COVER		\$14.99	\$14.99
Labor						\$500.00
Parts						\$679.97
Sublet/Misc.						\$0.00
Supplies						\$50.00
Charges						\$0.00
Sales Tax						\$0.00
Tax @ \$729.97 * 0.0000%						\$0.00
Estimate						<u>\$1,229.97</u>

I authorize service work w/ required parts; supplies. Auto solutions is authorized to operate vehicle for testing, inspection or delivery. An express mechanic's lien is acknowledged on vehicle to secure cost of services. Auto solutions has no liability for loss or damaged to vehicle due to fire, theft or accident. Vehicle's not picked up 24 hours of notification are subject up to a \$125 day storage fee

Customer Signature _____

Estimates are valid for 30 days.

ESTIMATE

Specialized Vehicle Upfitting Inc.
475 Harlem St
Schenectady, NY 12306

jason@specializedgroup.net
+1 (518) 857-8784
www.svuny.com



Bill to
Town Of Rotterdam
Town Of Rotterdam

Ship to
Town Of Rotterdam
Town Of Rotterdam

Estimate details

Estimate no.: 1145

Estimate date: 04/08/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Misc.	2000 watt inverter	1	\$299.00	\$299.00
2.		Hours	Install Power inverter to customer spec. All Materials Included	1	\$2,350.00	\$2,350.00
Total						\$2,649.00

Accepted date

Accepted by

**LA ROSAS AUTOMOTIVE INC**

1100 Altamont Ave.
Schenectady, NY 12303-2215
Tel: 5183461384
larosasautomotive@gmail.com ▪ larosasauto.com

Estimate Q002075

Date: 03-26-2025 11:35 AM

Rotterdam Water & Sewer Dpt. (ROT001)

1100 Sunrise Blvd
Schenectady
Schenectady NY 12306

Cell: 518-331-4589

Work: 518

MCOLAROSS@ROTTERDAMNY.ORG

Miles In:

Miles Out:

WORK TO BE PERFORMED**PARTS**

Parts	Part No	Qty	Price	Total
OLEAN P 2000 WATT PURE SINE WAVE POWER INVERTER	AMAOLTTEAN P PI	1.00	281.98	281.98
1/O GAUGE AWG RED WELDING PURE COPPER BATTERY CABLE	AMA1/O GAUGE AWGRWBC	1.00	187.86	187.86
1/O GAUGE SPARTAN AWG BLK WELDING PURE COPPER BATTERY CABLE	AMA1/O GAUGE AWG BWBC	1.00	88.29	88.29
OUHL 250 AMP CIRCUIT BREAKER MANUAL RESET	AMAOUHL 250 AMP	1.00	61.59	61.59
BATTERY POST TERMINAL DISTRIBUTOR CNI IMPETUS 250 AMP	AMABATT POST TERM DIST BLOCK	1.00	39.42	39.42
10' 15 AMP WATERPRIDE POWER OUTLET EXT.	AMA10 15 AMP WATERPRIDE POE	1.00	63.95	63.95

SubTotal: PARTS \$723.09**ELS/FREIGHT**

Parts	Part No	Qty	Price	Total
ELECTRICAL SUPPLY KIT / HARDWARE	LARELS	1.00	150.00	150.00
PRODUCT SHIPPING	LARFREIGHT	1.00	75.00	75.00

SubTotal: ELS/FREIGHT \$225.00**Labor**

Labor	Tech	Hrs	Price	Total
INSTALL, MOUNT AND WIRE PURE SINE 2000 WATT POWER INVERTER. INSTALL REAR 110 VOLT POWER OUTLET.	1	12.00	150.00	1,800.00

SubTotal: Labor \$1,800.00

Labor 1,800.00
Parts 948.09
Hazmat* 0.00
Supplies* 0.00
Taxes 0.00

Estimate Total \$2,748.09

* Shop Supply & Hazmat Fees: This charge represents costs and profits (where applicable) to this repair facility for miscellaneous shop supplies, and/or waste removal

LA ROSAS AUTOMOTIVE INC

Tel: 5183461384

Rotterdam Water & Sewer Dpt. (ROT001)

Estimate Q002075

Date: 03-26-2025 11:35 AM

AUTHORIZATION**Date/Time:****Original Estimate Total:****Authorization Method:**☐

Email

☐

Text

☐

Phone

☐

In Person

☐

Fax

Contact Details:**X***Customer Signature**Authorized By (Please Print)*

ESTIMATES ARE VALID FOR 30 DAYS. PRE-PAYMENT OF PARTS IS REQUIRED WITH PURCHASE ORDER.

ALL INVOICES ARE DUE WITHIN 30 DAYS. INVOICES PAST 30 DAYS ARE SUBJECT TO A 2% FINANCE CHARGE.

PARTS PRICE & AVAILABILITY ARE SUBJECT TO CHANGE BASED ON EACH MANUFACTURER.

CUSTOMER ADVISED OF ORDER POLICY-NOT CANCELLABLE OR RETURNABLE.

CUSTOMER ADVISED OF EXTENDED FREIGHT TIME.

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

RESOLUTION NO. 164.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PINNACLE ROOFING
FOR ROOFS REPAIRS ON BUILDING 1 LOCATED AT THE ROTTERDAM
JUNCTION WELLFIELD**

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 Pinnacle Roofing, located at 1101 Wedgewood Heights, Schenectady, New York 12306, for roof repairs on the Rotterdam Junction Wellfield Building 1, on Town property located at 1214 Main Street, Rotterdam Junction, in the amount not to exceed twenty-seven thousand five hundred sixty-eight and 00/100 (\$27,568.00) dollars.

SECTION 2. This resolution shall become effective April 23, 2025.

DATED: April 23, 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: 4/15/2025

TO: Supervisor Collins and Town Board

FROM: Justin Peterson, Sr. Water Plant Operator

TITLE OF REQUEST: Well House Roof Repair

TOWN BOARD MEETING DATE: 4/23/2025

Background Information: The roof on Building #1 at the Rotterdam Junction Wellfield is in poor condition and needs replacement. The fascia and soffit are also in need of substantial repairs. The chimney is obsolete and in poor condition as well.

Evaluation/Analysis:

We contacted 3 Roofing contractors to obtain the best price and comply with the purchasing policy.

Pinnacle Roofing was the lowest cost at \$27,568.00. Their proposal includes all the work necessary to repair the roof, soffit and chimney

Recommendation(s): Award Pinnacle Roofing to complete this work.

Attachment/Document(s):

3 written quotes.

Compliance with Purchasing Policy? Yes

Effect(s) on Existing Law(s)? No

LEGISLATION WILL BE PREPARED BY: Supervisors Office



We've got you covered.



1101 Wedgewood Heights
Schenectady, New York 12306
(518) 435-2400
www.pinnroof.com

Roofing Proposal

Representative

Bradley "Herc" Ingels

Phone Number

(828) 638-1532

Date

03/20/2025

Customer Information

(Estimate Good for 30 Days)

Name

Justin Peterson

Address

1100 Sunrise Blvd Ste 1

City

Schenectady

State

NY

Zip

12306

Email

Home Phone

(518) 378-3442

Cell Phone

Type of Work

- ☐ Residential
- ☒ Commercial
- ☒ Full Replacement
- ☐ Partial Replacement
- ☐ New Construction
- ☐ Repair
- ☐ Other

GENERAL CONDITIONS/MISC.

See Scope of work listed below:

Job bid is specified based on being Prevailing Wage.

Job bid is for the Main Well House building at the property 1214 Main St.

Scope of work and listed details are provided below.

SCOPE OF WORK & PRICING

We will provide labor, material and supervision to install a new roof at the above referenced project.

- Set up site for safety following OSHA regulations
- Remove the entire roof down to the wood deck.
- Remove 1 Chimney's down to the roof deck.
- Install 4 layers of wood blocking, 3 layers of 2x6" and 1 layer of 1/2" Plywood.
- Mechanically attached Install 2 layers of 2.6 polyisocyanurate insulation (R-30) over the entire deck and continue with EPDM above.
- Install fully adhered Carlilse EPDM over the insulation.
- Reframe a 2x8 Curb to extend jam.
- Recover and flash the existing roof hatch.
- Install 2 Eye Bolts to the Roof hatch for easier removal.
- Remove sub facias and soffit all the way around all four sides
- Install 3/4" CDX Plywood sub fascia to the faces of the building.
- Install new non-perforated soffit to all roof structures.
- Install .032 White Fascia custom made to 12" tall with an 1.5" Hemmed lip.
- Install 6" White Drip edge with a cleat to secure the drip for wind concerns.
- Clean and remove all debris
- Anticipated labor timeframe, 3 days.
- Supply a 20-year Manufacture Labor and Materials Warranty.

For the Sum of \$27,568.00

SHINGLES

- ☐ CertainTeed
- ☐ Owens Corning
- ☐ Other

Color _____

Color _____

Color _____

Customer Initials _____

Note: There will be an additional 10% charge to change the color of the shingles or the cancellation of the project after the materials have been ordered.

ADDITIONAL WORK (TBD)

- ☐ Cost to Remove & Dispose of Each Additional Layer _____
- ☐ Plywood (per Sheet) _____
- ☐ Other _____

SKYLIGHTS

☐ If installing skylights, both replacement and new construction, there may be additional work needed to be done by a carpenter on the interior of the light shaft. Pinnacle Roofing, Inc. is NOT responsible for this work or any of the associated costs that may be incurred unless otherwise stipulated.

☐ Customer hereby acknowledges, the existing skylight(s) shall NOT be replaced and that Pinnacle Roofing, Inc., shall NOT be responsible for any leakage, damages, or other consequences due to the failure of the skylight(s) and/or the components or materials associated with the skylight system.

☐ N/A

The warranties described below shall not apply to any leaking, damages, or other consequences associated with the existing skylight(s) and /or the components or materials associated with the existing skylight system.

Customer Initials _____ Date _____

EXTENDED MANUFACTURERS WARRANTIES

We offer extended warranties backed by Owens Corning and CertainTeed. These warranties are non-prorated and cover materials, labor, tear off, and disposal for up to 50 years. We must know if you want the extended warranty before the project begins.

- ☐ Owens Corning _____ ☐ CertainTeed _____
- ☐ Commercial _____

PINNACLE ROOFING WORKMANSHIP WARRANTY

We have a 10-year warranty on workmanship. The warranty on materials depends on the homeowner's selections of shingles.

TOTAL PROJECT COST

The customer hereby, agrees to pay Pinnacle Roofing, Inc., for work described in this Contract, in the amount of: \$ _____

PAYMENTS SHALL BE MADE AS FOLLOWS:

We require a non-refundable down payment of \$ _____ upon execution of the agreement, so we can schedule a time for performance of the project. The remaining balance of \$ _____ shall be due on the day of completion of the project.

Customer Initials

PROTECTING YOUR PROPERTY

We will exercise reasonable care in providing the services described in the agreement and shall adequately protect the property subject to this contract, but shall not assume responsibility for damages to owners' personal property, including but not limited to: shrubs, flowers, trees, driveways, sidewalks, interior fixtures, and cracks or nail-pops that may occur in the ceilings of other finishes inside the building as a result of our work on the roof, unless said damage is a direct result of contractor negligence.

CLEANUP

- We will be responsible for the removal of all roofing work and related refuse disposal.
- When the job has been completed, we will rake, sweep and magnetic broom your property to ensure that all waste and excess materials are removed.
- We make sure that your property does not look like a construction site when we are not there (between work days)
- We are not responsible for cleaning the attic or any of the interior of your home as some debris may fall inside.

SAFETY COMPLIANCE

OSHA has substantially changed requirements for roofing contractors. All employees related to this job have been specifically trained and equipped to comply with OSHA and NRCA (National Roofing Contractors Association) regulations.

TERMS AND CONDITIONS

1. ALL MATERIAL IS GUARANTEED AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. THE CONTRACT DOES NOT COVER DAMAGES OR DEFECTS THAT ARE THE RESULT OF CHARACTERISTICS COMMON TO THE MATERIALS USED, OR CONDITIONS RESULTING FROM CONDENSATION, EXPANSION OR CONTRACTION OF SUCH MATERIALS. THE CONTRACT DOES NOT COVER LEAKS RESULTING FROM ICING AND/OR THE FORMATION OF ICE DAMS. OFTENTIMES LEAKS FROM ICING, AND ICE DAMS ARE CAUSED BY IMPROPER INSULATION AND/OR AIR FLOW IN THE ATTIC.
2. PINNACLE ROOFING, INC., (HEREINAFTER "CONTRACTOR") AGREES TO KEEP IN FORCE AT ITS OWN EXPENSE THROUGH THE COMPLETION OF WORK ON THE PROJECT SUCH LIABILITY INSURANCE AS WILL PROTECT IT FROM CLAIMS, UNDER WORKERS COMPENSATION AND OTHER EMPLOYEE BENEFIT LAWS, FOR BODILY INJURY AND DEATH, AND FOR PROPERTY DAMAGE, THAT MAY ARISE OUT OF WORK UNDER THE CONTRACT, WHETHER DIRECTLY OR INDIRECTLY BY CONTRACTOR, OR DIRECTLY OR INDIRECTLY BY A SUBCONTRACTOR. THE CUSTOMER AGREES TO MAINTAIN IN FORCE HIS OR HER OWN LIABILITY INSURANCE THROUGH THE COMPLETION OF THE WORK ON THIS PROJECT. IN ADDITION, THE CUSTOMER AGREES TO MAINTAIN AT HIS OR HER EXPENSE THROUGH THE COMPLETION OF WORK PROPERTY DAMAGE INSURANCE ON THE WORK AT THE SITE TO ITS FULL INSURABLE VALUE AGAINST FIRE, VANDALISM AND OTHER PERILS ORDINARILY INCLUDED IN EXTENDED COVERAGE. PROOF OF OUR INSURANCE IS AVAILABLE UPON REQUEST.
3. THE CONTRACT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. ANY PRIOR UNDERSTANDING OR REPRESENTATION OF ANY KIND PRECEDING THE DATE OF THE CONTRACT SHALL NOT BE BINDING UPON EITHER PARTY EXCEPT TO THE EXTENT INCORPORATED IN THE CONTRACT. ANY MODIFICATION OF THE CONTRACT OR ADDITIONAL OBLIGATION ASSUMED BY EITHER PARTY IN CONNECTION WITH THE CONTRACT SHALL BE BINDING ONLY IF EVIDENCED IN A WRITING SIGNED BY EACH PARTY OR AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

TERMS AND CONDITIONS (CONT'D)

4. THE CONTRACT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE FAILURE OF EITHER PARTY TO THE CONTRACT TO INSIST UPON THE PERFORMANCE OF ANY OF THE TERMS AND CONDITIONS OF THE CONTRACT, OR THE WAIVER OF ANY BREACH OF ANY OF THE TERMS AND CONDITIONS OF THE CONTRACT, SHALL NOT BE CONSTRUED AS THEREAFTER WAIVING ANY SUCH TERMS AND CONDITIONS, BUT SUCH TERMS AND CONDITIONS SHALL CONTINUE AND REMAIN IN FULL FORCE AND EFFECT AS IF NO SUCH FORBEARANCE OR WAIVER HAD OCCURRED. ANY NOTICE PROVIDED FOR OR CONCERNING THE CONTRACT SHALL BE IN WRITING AND BE DEEMED SUFFICIENTLY GIVEN WHEN SENT BY CERTIFIED MAIL OR OVERNIGHT DELIVERY SERVICE IF SENT TO THE RESPECTIVE ADDRESS OF EACH PARTY AS SET FORTH IN THE CONTRACT.
5. CUSTOMER AGREES TO PAY INTEREST AT A RATE OF 1.5% PER MONTH ON ANY OVERDUE BALANCE AS WELL AS CONTRACTOR'S COSTS OF COLLECTION INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COSTS ASSOCIATED WITH ENFORCEMENT OF THIS CONTRACT. THE PROPOSAL PRICE IS ONLY GOOD FOR 30 DAYS. A \$25.00 FEE WILL BE ASSESSED ON ALL RETURNED CHECKS.
6. CONTRACTOR RESERVES THE RIGHT TO CANCEL THIS CONTRACT AT ANY TIME, WITHOUT GIVING A REASON, AND WITHOUT PENALTY OR OBLIGATION TO THE CUSTOMER. IN THAT EVENT, CONTRACTOR SHALL STILL BE PAID BY CUSTOMER FOR THE SERVICES RENDERED TO THE DATE OF TERMINATION.
7. CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES RELATING TO BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY CAUSED DIRECTLY OR INDIRECTLY IN WHOLE OR IN PART BY MOLD, INCLUDING FUNGUS OR MILDEW REGARDLESS OF THE COST, EVENT, MATERIAL, PRODUCT AND/ OR COMPONENT THAT CONTRIBUTED CONCURRENTLY OR IN ANY SEQUENCE TO THAT INJURY OR DAMAGE. CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR ANY EXISTING MOLD DUE TO WATER INTRUSION OR ARISING BECAUSE OF ANY OTHER REASON WHATSOEVER.
8. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT THERE ARE NO ASBESTOS CONTAINING MATERIALS THAT WOULD BE DISTURBED AS A RESULT OF THIS INSTALLATION. ASBESTOS COULD BE PRESENT IN THE ROOF SYSTEM, FIRE-PROOFING OF THE ROOF DECK, PIPE COVERINGS, CEILING TILES OR EXISTING ROOF TOP UNIT COMPONENTS BEING REMOVED, ETC. ANY NECESSARY ASBESTOS ABATEMENT WOULD RESULT IN ADDITIONAL COSTS. ANY TESTING PERFORMED OR REQUIRED FOR ASBESTOS CONTAINING MATERIALS WOULD ALSO BE AN ADDITIONAL COST.
9. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR LEAKS THAT DEVELOP IN SKYLIGHTS EITHER DURING OR AFTER ROOF RENOVATION.
10. ALL ALTERATION OR DEVIATION FROM THE SCOPE OF WORK, INCLUDING BUT NOT LIMITED TO ANY SUCH ALTERATIONS OR DEVIATION INVOLVING ADDITIONAL MATERIAL AND/OR LABOR COSTS, WILL BE PERFORMED ONLY UPON WRITTEN ORDER FOR THE SAME, SIGNED BY BOTH PARTIES. IF THERE IS ANY CHARGE FOR SUCH ALTERATION OR DEVIATION, THE ADDITIONAL CHARGE WILL BE ADDED TO THE PRICE OF THE CONTRACT. ANY AND ALL MATERIALS LEFT AT THE END OF THE WORK REMAIN THE PROPERTY OF THE CONTRACTOR.
11. CUSTOMER REPRESENTS AND WARRANTS THAT HE/SHE IS THE OWNER OF THE SUBJECT PROPERTY, OR IN THE ALTERNATIVE, HAS THE EXPRESS AUTHORITY TO REPRESENT AND BIND THE OWNER OF THE PROPERTY.
12. CUSTOMER SHALL NOT WALK UNDER WORK AREA WHILE ROOF WORK IS IN PROGRESS. CONSTRUCTION SITES ARE DANGEROUS TO ANY PERSON ON THE GROUND, PARTICULARLY IN REGARDS TO FALLING DEBRIS.
13. CUSTOMER AGREES TO KEEP ROOF FREE OF FOREIGN DEBRIS AND OBJECTS THAT COULD HAVE AN ADVERSE EFFECT ON THE ROOFING SYSTEM PERFORMANCE, INCLUDING BUT NOT LIMITED TO SNOW AND ICE DAMS.
14. PROPER INSTALLATION OF THE ROOF SYSTEM MAY REQUIRE REPLACEMENT OF EXISTING FLASHING. DURING SUCH REPLACEMENT, SIDING ADJACENT TO THIS FLASHING WHICH HAS DETERIORATED MAY CRACK, BREAK OR TEAR. CONTRACTOR IS COMMITTED TO MAKING EVERY REASONABLE EFFORT TO AVOID DAMAGE, BUT IS NOT RESPONSIBLE FOR DAMAGE TO CUSTOMER'S SIDING THAT OCCURS DURING THE ROOF INSTALLATION PROCESS.
15. CONTRACTOR WILL SEND A REPRESENTATIVE TO INSPECT AND INVESTIGATE ANY REPORTED LEAK IN THE ROOF SYSTEM. MORE THAN ONE INSPECTION MAY BE NECESSARY TO ISOLATE THE CAUSE. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO PROVIDE ACCEPTABLE TIMES AND DATES FOR SUCH INSPECTIONS AND ACCESS. IF, UPON INSPECTION, THE REPORTED LEAK IS DETERMINED TO BE AN ISSUE NOT THE FAULT OF CONTRACTOR, CUSTOMER AGREES TO PAY FOR CONTRACTOR'S VISIT(S) AT A RATE PROPORTIONAL TO THE TIME AND NATURE OF INSPECTION PERFORMED.
16. ROOFING CAN CAUSE DUST, DEBRIS, AND SMALL PARTICLES FROM ROOF INSTALLATION TO ENTER THE BUILDING AND ATTIC. CUSTOMER SHOULD USE CAUTION THE FIRST TIME THE ATTIC ACCESS IS USED AND SHOULD NOT LOOK UP THE ACCESS HATCH IMMEDIATELY AFTER OPENING AS SMALL PARTICLES MAY FILTER DOWN. CONTRACTOR IS NOT RESPONSIBLE FOR DUST, DEBRIS, AND SMALL PARTICLES THAT MAY ENTER THE HOUSE STRUCTURE.
17. CONTRACTOR SHALL NOT BE LIABLE FOR PRE-EXISTING STRUCTURAL/COSMETIC DEFICIENCIES IN THE ROOF ITSELF. WE WILL MAKE AN EFFORT TO
18. INFORM THE CUSTOMER OF ANY DEFICIENCY OF WHICH WE BECOME AWARE. HOWEVER, WE ARE NOT RESPONSIBLE FOR CONDUCTING AN INSPECTION OF ANY SUCH DEFICIENCIES. THE INSTALLATION OF THE NEW ROOF SYSTEM INTENSIFIES THE APPEARANCE OF ANY DEFICIENCY. CONTRACTOR IS NOT RESPONSIBLE FOR SOLVING PRE-EXISTING STRUCTURAL/COSMETIC DEFICIENCIES OR THE APPEARANCE OF THOSE DEFICIENCIES.
19. CONTRACTOR IS NOT RESPONSIBLE FOR ELECTRICAL ACCESSORIES ATTACHED TO THE ROOF SYSTEM. THIS SHALL BE DONE BY A LICENSED ELECTRICIAN.
20. CONTRACTOR'S WORKMANSHIP IS NOT ASSIGNABLE OR TRANSFERABLE.
21. ANY CONTRACTOR, SUBCONTRACTOR, OR MATERIALMAN WHO PROVIDES HOME IMPROVEMENT CONTRACT AND WHO IS NOT PAID MAY HAVE A VALID LEGAL CLAIM AGAINST YOUR PROPERTY KNOWN AS A MECHANIC'S LIEN. ANY MECHANIC'S LIEN FILED AGAINST YOUR PROPERTY MAY BE DISCHARGED. PAYMENT OF THE AGREED UPON PRICE UNDER THE HOME IMPROVEMENT CONTRACT PRIOR TO FILING OF A MECHANIC'S LIEN MAY INVALIDATE SUCH LIEN. THE OWNER MAY CONTACT AN ATTORNEY TO DETERMINE HIS RIGHTS TO DISCHARGE A MECHANIC'S LIEN."
22. IN ACCORDANCE WITH SUBDIVISION 4 § 71-A OF THE LIEN LAW, THE CONTRACTOR IS LEGALLY REQUIRED TO DEPOSIT ALL PAYMENTS RECEIVED PRIOR TO SUBSTANTIAL COMPLETION OF WORK. IN LIEU OF SUCH DEPOSIT, THE CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH THE CUSTOMER GUARANTEEING THE RETURN OF THE PAYMENTS OR APPLICATION OF THE PAYMENTS TO THE PURPOSE OF THE CONTRACT.
23. CUSTOMER HAS A RIGHT TO CANCEL THE CONTRACT UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY AFTER ITS SIGNS THE CONTRACT. IF CUSTOMER WISHES TO CANCEL, IT MUST DO SO IN WRITING. CONTRACTOR WILL REFUND ALL PAYMENTS MADE AND CANCEL AND RETURN ANY CONTRACT OR OTHER NEGOTIABLE DOCUMENT THE PARTIES MAY HAVE SIGNED. THE WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL BE COMMENCED ON OR ABOUT _____, AND SHALL BE SUBSTANTIALLY COMPLETED ON OR ABOUT _____.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. I am authorizing Pinnacle Roofing, Inc. to perform the work as specified. Payment will be made as outlined above.

Customer Signature

Date

Customer Signature

Date

Pinnacle Representative

Date

An Affirmative Action/Equal Opportunity Employer
An Employee – Owned Company

JOB: Town of Rotterdam Pump Houses

CONTRACTOR:

ATTN: Justin Peterson

ESTIMATOR: Ken Danish (Albany Office)

BID DATE: April 11, 2025

TAXABLE: ☐ YES ☒ NO

Revision 4/11/2025 BID AMOUNT: \$34,000.00

SCOPE OF WORK: 20 year NDL 60 mil Adhered roof system Main PumpHouse building only

1. Remove existing roof and legally dispose off site
2. Install new wood blockings to meet the new insulation heights, Note we included up to 5 Sheets of Plywood for deck replacement
3. Install 2 layers of 2.6 Polyiso mechanically attached to deck R-30
4. Install new 60 Mil EPDM adhered roof system complete with all related flaxhing to meet warranty requirement
5. Install new Soffits, Fascias and Drip edges 24 ga Kynar finished metals
6. Note we Included up to 70 lf of fascia repairs as needed
7. Furnish walk pads 4 ea
8. Furnish 20 Year manufactures 20 year full system warranty

Permits, hazardous material removals

Proposal is only good for 30 days.



TECTA AMERICA®

WEATHERGUARD

Via Email/Fax/Mail: JPeterson@RotterdamNY.org

April 7, 2025

Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12303

Attention: Justin Peterson

Re: Water Dept. Well House Building 1 Re-Roofing
1214 Main Street
Rotterdam Junction, NY 12150

Dear Justin,

We are pleased to submit our proposal for the following scope of work on building 1:

- Remove existing modified bitumen roof system, edge metal, 1" insulation to existing wood decking, and existing soffit complete, and dispose of off-site.
- Furnish and install new wood blocking to match height of new roof system.
- Furnish and mechanically attach two layers of 2.6" polyisocyanurate insulation to entire roof area on both buildings (@995 s.f. on building 1) creating an R-30 insulation value (R-30 current NYS energy code*).
- Furnish and install new wood blocking at top of roof decking equal new insulation height.
- Furnish and install .060 adhered EPDM membrane to both roof areas.
- Perform all flashings and terminations according to manufacturer's instructions in order to provide a 20yr. warranty.
- Flash to manufacturer's instructions; (2) equipment hatches and (1) weather head on building 1, approximately 114 l.f. of 24-gauge edge metal
- Furnish and install 4 EPDM walk pads adjacent to equipment hatch.
- Demolish existing chimney to below roof deck and install new plywood to patch/infill decking.
- Furnish and install new wood blocking and metal covered fascia and non-vented, metal soffit. (The soffit will not be included in the roof warranty)
- At the completion of roofing work Tecta America WeatherGuard will provide our two-year workmanship warranty and 20-year manufacturer's warranty.

Reroofing Investment: Thirty eight thousand, eight hundred fifty dollars (\$38,850.00)



Please note: If this proposal is not accepted in 30 days, we reserve the right to adjust the proposal to reflect changes in material pricing.

We exclude:

1. Taxes
2. Hazardous material abatement-PROPER DOCUMENTATION MUST BE PROVIDED PRIOR TO TAWG MOBILIZING ONSITE.
3. Off hours/overtime
4. Decking repair
5. Any disconnection/reconnection of RTUs if needed*

We include:

1. Prevailing Labor Wage Rates
2. Permits

Sincerely,

Mike Venditti
Estimator/Project Manager

Tecta America WeatherGuard's Preferred Terms & Conditions:

1. **Nature of Work.** Tecta America WeatherGuard, LLC (TAWG) shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Tecta, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta from what is specified. Tecta is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which Tecta's roofing work is installed.

2. **Drainage.** Tecta shall not be liable for any claims or damages arising from or related to deficiencies in roof drainage. It is the Customer's responsibility prior to commencement of re-roofing to retain a licensed architect or mechanical engineer to determine and evaluate the drainage design and compliance with applicable plumbing codes, including potential need for additional drains, scuppers, or overflow drains. Tecta's work does not include evaluation of code compliance, existing drainage, proper location or size of roof drains, or adequacy of drainage. Tecta is not responsible for ponding.

3. **Deck.** Customer warrants that structures on which Tecta is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Tecta's commencement of roof installation indicates only that Tecta has visually inspected the surface of the roof deck for visible defects. Tecta is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design. Tecta is not responsible to test or assess moisture content of the deck or substrate.

4. **Asbestos and Toxic Materials.** This proposal is based on Tecta's not coming into contact with asbestos-containing or toxic materials ("ACM"). Tecta is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. Tecta shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify Tecta from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

5. **Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Tecta by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month or at such rate as permitted by Illinois law. Tecta shall be entitled to recover from Customer all costs of collection incurred by Tecta, including attorney's fees, resulting from Customer's failure to make proper payment when due. Tecta's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.



6. **Right to Stop Work.** The failure of Customer to make proper payment to Tecta when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Tecta, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Tecta shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Tecta shall be increased by the amount of Tecta's reasonable costs of shut-down, delay and start-up.
7. **Insurance.** Tecta shall carry worker's compensation, automobile and commercial general liability insurance. Tecta will furnish a Certificate of Insurance upon request. Customer shall purchase and maintain builder's risk and property insurance, including labor and materials furnished by Tecta, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and partially completed work until the job is completed and accepted. Moneys owed to Tecta shall not be withheld by reason of any damage or claim against Tecta covered by liability, property or builder's risk insurance.
8. **Additional Insured.** If Customer requires and Tecta agrees to make Customer or others additional insureds on Tecta's liability insurance policy, Customer and Tecta agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta and is not intended to make Tecta's insurer liable for claims that are due to the fault of the additional insured.
9. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta harmless from claims of tenants who were not so notified and did not provide protection.
10. **Fireproofing.** Roofing contractor is not liable for fireproofing that may detach, fall or spall from the underside of the roof deck or structural members during roofing operations, including costs of clean-up and replacement of fireproofing.
11. **Deck Repairs and Unforeseen Conditions.** Any work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material or unit price basis as an extra unless specifically included in the scope of work. When re-roofing over an existing roof, replacement of visible wet or deteriorated insulation shall be an extra or billed at unit prices unless otherwise stated on the face of this proposal. Unforeseen conditions that may affect the work will be reported to Owner and authorization requested prior to permanent repairs being performed.
12. **Damages and Delays.** Tecta will not be responsible for damage done to Tecta's work by others, including damage to temporary tie-ins. Any repairing of the same by Tecta will be charged as an extra. Tecta shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Tecta. Tecta shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, snow, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Tecta's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
13. **Roof Projections.** Tecta will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to Tecta. Penetrations not shown on the plans provided to Tecta prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Tecta shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.
14. **Wind Loads or Uplift Pressures.** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Tecta is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Tecta's
- bid is based solely on manufacturer's printed test results. Tecta itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.
15. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.
16. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by Tecta. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tecta harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
17. **Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing Tecta, upon submittal of written documentation and advance notice.
18. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta shall be valid unless previously authorized in writing by Tecta and unless written notice is given to Tecta within five (5) days of the event, act or omission which is the basis of the backcharge.
19. **Roof Top Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where Tecta will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Tecta employees. Owner will indemnify Tecta from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Tecta personnel or resulting from the presence of concealed electrical conduit and live electrical power. Tecta is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Tecta and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Tecta is not responsible for the safety of persons on the roof other than



its own employees. Owner and general contractor agree to indemnify and hold Tecta harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof.

20. Conduit and Materials Attached to Deck. Tecta's price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Tecta will be installing the new roof. Tecta is not responsible for conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

21. Availability of Site. Tecta shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Tecta to and from the job as a result of the job not being ready for the Work after Tecta has been notified to proceed will be charged as an extra.

22. Warranty. New roofing and re-roofing work will be warranted by Tecta in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Tecta's standard warranty is attached or, if not, will be furnished upon request. Tecta SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

23. Existing Conditions. Tecta is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by Tecta.

24. Mold. Tecta and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Tecta if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta will make roof repairs. Owner is responsible for monitoring any leak areas and for indoor air quality. Tecta is not responsible for mold or indoor air quality. Owner shall hold harmless and indemnify Tecta from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold.

25. Material References. Tecta is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

26. Oil-canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing Tecta. The type of metal roofing panels specified can affect the degree of oil-canning. Tecta is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

27. Dispute Resolution. If a dispute shall arise between Tecta and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, Tecta and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta alleging any breach of this contract or negligence by Tecta must be initiated no later than two (2) years after Tecta performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of Tecta.

RESOLUTION NO. 165.25

**TO ACCEPT BID AND AWARD CONTRACT FOR ON CALL PLUMBER
CONTRACTOR 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 PLUMBER CONTRACTOR 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 Plumber Contractor Services, as needed for the Town of Rotterdam, to BPI Mechanical Service, located at 5 Hemlock Street, Latham, NY 12110, at the hourly labor rates, overhead and profit percentages per the attached spreadsheet.

SECTION 2. 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 3. This resolution shall become effective April 23, 2025.

DATED: April 23, 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: April 8, 2025

TO: Town Board

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

TITLE OF REQUEST: On-Call Plumbing Contractors Bids Acceptance

TOWN BOARD MEETING: April 23, 2025

Background Information: One Bid was received on January 29, 2025, for on-call plumbing 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 plumbing facilities that are damaged as determined by the Town on an as needed basis.

Evaluation/Analysis: The labor rates appear to be 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 of BPI Mechanical Service.

Attachment/Document(s): See bid.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

BPI MECHANICAL SERVICE

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. 64.25

CALL FOR BIDS FOR ON CALL PLUMBING CONTRACTOR SERVICES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On Call Plumbing Contractor 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 11:45 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 PLUMBING 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 11:45 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 Plumbing Contractor
Services for Year 2025

Bid Opening:
January 29, 2025
@ 11:45 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 Plumbing Contractor Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 11:45 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 Plumbing Contractor Services: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental for the removal, repair or replacement of various town owned mechanical and plumbing systems in buildings 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 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 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 plumbing contractor 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 plumbing contractors for this on-call plumbing 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 Plumbing Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? 14x

2. Describe your previous experience providing plumbing contractor construction, maintenance and repair services to like-sized public agencies and/or private companies: _____

SEE
ATTACHED

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

Client 1 _____

Client 2 _____

Client 3 _____

Client 4 _____

Client 5 _____

SEE
ATTACHED

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

a. Master Plumber MIKE GILBERT

b. Apprentice Plumber DAVE SIMMS

c. General Plumber/Pipefitter SETH DUNN



5 Hemlock St.
Latham, NY 12110
(518) 326-8450 Ph. (518) 326-8435 Fax

1/28/25

Town of Rotterdam

Re: Plumbing/Mechanical On Call Services

Per the RFP, we are pleased to offer the following for review and approval:

BPI Mechanical is a union shop with (45) Plumbing and HVAC service technicians/pipefitters. All our technicians are dispatched from their house, with several living in close proximity of your facilities. Our main office is located at the above address.

BPI Mechanical offers 24/7/365 coverage for our customers with priority service given to those under contract. We provide our technicians with an afterhours service schedule that is made out (1) year in advance. In addition, we would assign primary technicians to the account so they will become very familiar with the facilities and site operations/policies.

BPI Mechanical has certified and trained technicians on all types and manufacturers of equipment including the following:

1. Licensed master plumber
2. Certified back flow preventer testing
3. Trane, Carrier, Daikin and York/JCI Chillers (Screw, centrifugal, recip., scroll, etc.)
4. All types and manufacturers of package units, split systems, etc.
5. All types of cooling towers, condensers, dry coolers, etc.
6. All manufacturers of ductless splits, heat pumps, DX air conditioning.
7. Liebert and Stulz data center cooling systems
8. Simple and rack type refrigeration systems
9. Fire tube, water tube, cast iron, hi efficient boilers (Steam and HW)
10. DDC controls, building management systems, energy saving strategies
11. All types/kinds of water pumps and re-circulating pumps

We are a current subscriber to ISNETWORLD and Avetta for all safety tracking and posting of safety training requirements. Our grades are A or better and we have continually update all required paperwork and forms for improved grading.

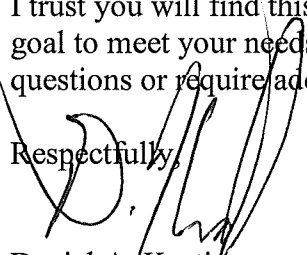
The Plumbing/Mechanical/HVAC service and preventive maintenance for equipment listed, scope of work listed and the inspection intervals we provide for our customers allow for proper and efficient equipment operation and longevity.

In addition to the above, we offer the following labor rates for any work performed as part of this scope of work. These rates will be reviewed per contract requirements.

Classification	Straight Time	Overtime	Sunday/Holiday
Master Plumber or Mechanic	\$133/hr	\$163/hr	\$216/hr
Plumber Apprentice	\$130/hr	\$160/hr	\$210/hr.
Sheetmetal Mechanic	\$133/hr	\$163/hr	\$216/hr
Sheetmetal Apprentice	\$130/hr	\$160/hr	\$210/hr.
HVAC Mechanic	\$133/hr	\$163/hr	\$216/hr
HVAC Apprentice	\$130/hr	\$160/hr	\$210/hr
DDC Control Tech	\$133/hr.	\$163/hr.	\$216/hr.
Steam/Pipe fitter Mechanic	\$133/hr	\$163/hr	\$216/hr
Steam/Pipe Fitter Apprentice	\$130/hr	\$160/hr	\$210/hr
Sheetmetal Mechanic	\$133/hr	\$163/hr	\$216/hr
Sheetmetal Apprentice	\$130/hr	\$160/hr	\$210/hr.

I trust you will find this proposal meets your requirements and standards. It is our company's goal to meet your needs and provide you with the best possible service. If you should have any questions or require additional information on the above, please do not hesitate to contact us.

Respectfully,


Daniel A. Keating
BPI Mechanical Service, Inc.

BPI MECHANICAL SERVICE, INC.

5 HEMLOCK ST.
LATHAM, NY 12110
(518) 326-8450 PH.

QUALIFICATION REFERENCES

- 1- SCHENECTADY CITY SCHOOL DISTRICT
BRIAN DENGLER
518 376 7068
DISTRICT OFFICE
DISTRICT WIDE PLUMBING REPAIRS/SERVICE/MAINTENANCE, DISTRICT WIDE
HVAC, CHILLER, BOILERS, AC, AIR HANDLERS, ETC.
- 2- MIKE BRASSARD
CHARTER/TIME WARNER CABLE
1101 HIGH BRIDGE RD.
SCHENECTADY, NY
(518) 378-9280
GENERAL CONSTRUCTION, AC UNITS, HEATERS, COMPUTER ROOM AC UNITS,
ETC.
- 3- JOHN ALIX
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
112 STATE ST.
ALBANY, NY
518 447-5512
PLUMBING, BOILER, CHILLERS, COOLING TOWERS, PACKAGE UNITS, SPLITS,
BOILERS
- 4- SARATOGA EAGLE SALES
DUPLAINVILLE RD.
SARATOGA SPRINGS, NY
518 260-4703
INDUSTRIAL/HEAVY COMMERCIAL REFRIGERATION/AC/HEATING EQUIPMENT
- 5- ALBANY CITY SCHOOL DISTRICT
KEN KEEFER
ACADEMY PARK, ALBANY, NY
518 518 769 9234
DISTRICT WIDE PLUMBING REPAIRS/SERVICE/MAINTENANCE, DISTRICT WIDE
HVAC, CHILLER, BOILERS, AC, AIR HANDLERS, ETC.

B. LABOR RATES

The following labor rates are to be listed by craft and classification and are to include base wages, benefits, taxes, insurance, and payroll costs complete. Overhead and profit are not to be included:

1. Master Plumber Labor Rate (weekdays - 8 hours)	Hourly Rate	\$ 133.-
2. Master Plumber Labor Rate (weekdays OT)	Hourly Rate	\$ 163.-
3. Master Plumber Labor Rate (weekends & holidays)	Hourly Rate	\$ 216.-
4. Apprentice Plumber Rate (weekdays - 8 hours)	Hourly Rate	\$ 130.-
5. Apprentice Plumber Rate (weekdays OT)	Hourly Rate	\$ 160.-
6. Apprentice Plumber Rate (weekends & holidays)	Hourly Rate	\$ 210.-
7. General Plumber/Pipefitter Rate (weekdays - 8 hours)	Hourly Rate	\$ 133.-
8. General Plumber Rate (weekdays OT)	Hourly Rate	\$ 163.-
9. General Plumber/Pipefitter Rate (weekends & holidays)	Hourly Rate	\$ 216.-

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

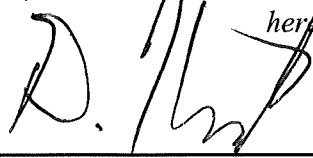
The materials cost will not be part of the bid evaluation. The contractor shall provide the Town with a listing and cost of all materials needed for an assigned project for review and approval. The contractor, by submitting this bid, agrees not to include any markup to the materials cost from the supplier.

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, condition and cost associated with each plumbing project:

SUBMITTED on January 29, 2025.

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



Signature

BPI Mechanical Service

Name of Company or Corporation

5 Hemlock St.

Address

Latham

City

NY

State

12110

Zip

dank@bpimechanicalservice.com

Email

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

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:45 a.m. on January 29, 2025**, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **11:45 a.m. on January 29, 2025** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFB 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, RFB or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for the year 2025.
8. The Town Board reserves the right to reject any or all bids and re-advertise.
9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings and/or grounds of the Town of Rotterdam as specified (if applicable).

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

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: BPI Mechanical Service

Signed by: Daniel Keating Title: President

Signature: [Signature] Date: 1/29/25

Email: dank@bpimechanicalservice.com

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

Resolved that Daniel Keating be authorized to sign and submit the bid or proposal of this corporation for BPI Mechanical Service- Plumbing 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.

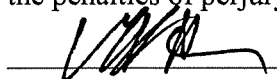
The foregoing is a true and correct copy of the resolution adopted by BPI Mechanical Service corporation at a meeting of its board of directors held on the 29th day of January, 2025.

(SEAL OF THE CORPORATION)


Signature of Secretary

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

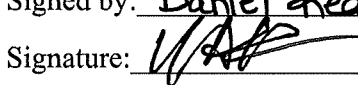
I, Daniel Keating hereby sign and submit this bid or proposal for Plumbing Services Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act 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

1/29/25
Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: BPI Mechanical Service
Signed by: Daniel Keating Title: President
Signature:  Date: 1/29/25

SECTION 4: NON-DISCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

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

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

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

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

- **Harassment:** Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual’s work performance; or 3) otherwise adversely affects an individual’s employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment:** Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

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

United States Equal Employment Opportunity Commission (EEOC)

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

Local Protections

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

Contact the Rotterdam Police Department

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

SECTION 5: TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract. Prices shall remain firm until work is completed and the entire year 2025. If the project extends beyond the year 2025, the hourly rates shall not change.

SECTION 6: GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

SECTION 7: BONDS

No Bonds are required upon entering into this on-call contract. However, bonds will be required for Work Orders of more than \$25,000.

SECTION 8: INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.
- (c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:
 - Liability For: Combined Single Limit
 - Property Damage \$1,000,000 per occurrence/\$2,000,000 aggregate
 - Bodily Injury \$1,000,000 per occurrence/\$2,000,000 aggregate Personal Injury \$1,000,000 per occurrence/\$2,000,000 aggregate
- (d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:
 - Liability For: Combined Single Limit

All Other Circumstances \$1,000,000

- (e) **Disability Insurance:** A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

- (a) The Town shall be named as an additional named insured on all liability policies.
- (b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 9: INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 10: BID FORM

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

- (g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 11: AWARD OF BID

- (a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.
- (b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 12: REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

SECTION 13: DELIVERY AND PAYMENT

- (a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.
- (b) Payment will be made upon the submission of a completed payment request and supporting documentation.
- (c) The Town of Rotterdam is not subject to federal, state, or local taxes.
- (d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgements which have not been suitably discharged as well as a retainage

of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

- (e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public owner and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

SECTION 14: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 15: SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town or specified herein.

SECTION 16: SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

SECTION 17: ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

SECTION 18: CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if the same continues during more than one month, at the end of each month of the continuance

of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

SECTION 19: LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

SECTION 20: PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contractor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

SECTION 21: HEALTH AND SAFETY REQUIREMENTS

- (a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected public. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.
- (b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
 - (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
 - (2) Accident Reporting per 29 CFR 1926 Subpart C
 - (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
 - (4) Fall Protection per 29 CFR 1926 Subpart M
 - (5) Working Over Water per 29 CFR 1926 Subpart O
 - (6) Electrical Safety per 29 CFR 1926 Subpart K
 - (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
 - (8) Hazardous Materials per 29 CFR 1926 Subpart Z
 - (9) Involving Radioactive Materials per 29 CFR 1926 Subpart D/12 NYCRR 38
 - (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
 - (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
 - (12) Drilling and blasting per 29 CFR 1926, Subpart U
 - (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O

- (14) Lifting per 29 CFR 1926, Subpart N
- (15) Confined Spaces per 29 CFR 1910, Subpart J
- (16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

SECTION 22: CONTRACTOR(S) SELECTION CRITERIA

The Town will be awarding up to three (3) contracts using a “Best Value” methodology including evaluation of price, responses of contractor questionnaire and references. Points will be awarded based on the following categories:

1. 50 points for Qualifications, Experience, References
2. 75 points for On-Call Plumbing Contractor Rates.
3. 50 points for overhead and profit mark-up as percentage of construction cost.

Points scoring for category 1 will be as follows:

- 15 points - previous experience in providing superior plumbing construction, maintenance, and repair services at like-sized public and/or private facilities.
- 15 points - assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness as evidenced by references.
- 10 points - qualifications of staff proposed to provide on-call plumbing contractor services at Town Facilities. Experience and background of those who will be providing services for the Town.
- 10 points - well-organized communication systems that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the Town.

Points scoring for category 2 will be as follows:

- 10 points – Master Plumber rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Master Plumber rate for Monday through Friday overtime (OT)
- 5 points - Master Plumber rate for Saturdays, Sundays and Holidays
- 10 points – Apprentice Plumber rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Apprentice Plumber rate for Monday through Friday overtime (OT)
- 5 points - Apprentice Plumber rate for Saturdays, Sundays and Holidays
- 10 points – General Plumber rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - General Plumber rate for Monday through Friday overtime (OT)
- 5 points - General Plumber rate for Saturdays, Sundays and Holidays

Points scoring for category 3 will be as follows:

- The scoring will be based upon the number of bids received with the highest score for the lowest overhead and profit percentage.

The winning bids will be selected based on the total combined points.

SECTION 23: WORK SITE CLEANUP

- (a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.
- (b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference,

or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

SECTION 24: GENERAL DESCRIPTION OF WORK

1. General - The selected contractor(s) shall provide labor, materials and equipment as needed to repair or replace mechanical systems that have been damaged on an on-call basis as requested by the Town. The extent of plumbing work is not known currently. No work shall be subcontracted to another contractor without written approval from the Town. It is anticipated that the Town will have on-call a maximum of three (3) contractors for this on-call construction services.
2. On-Call Contractor Services Procedure and Response – Upon notification of a pending plumbing project, the selected contractor(s) shall:
 - Coordinate with the Town to meet with DPW staff to discuss the project and conduct a site visit to the project area within two (2) business days from the notification date.
 - Submit a written cost and schedule to perform the work within five (5) calendar days from the notification date.
 - Once cost is finalized and approved, commence construction work within five (5) business days and complete the work as per agreed upon schedule.
 - Failure to respond to an on-call plumbing project notification, meeting with the town and conducting a site visit, or to submit a cost and schedule within the timeframes stated above, unless an extension is approved in advance by the Town, more than two (2) times during the contract term shall be grounds of termination of the on-call contract for cause by the Town.

BID FOR ON CALL PLUMBING CONTRACTOR SERVICES

BID FOR: On Call Plumbing Contractor Services
DATE OF TB MTG. & RESOLUTION #: 1/8/2025 Res #64.25
DATE BID PACKETS BECOME AVAILABLE: 1/10/2025

DATE PUBLISHED IN NEWSPAPER: 1/10/2025
DATE & TIME BIDS TO BE OPENED: 1/29/2025 @11:45am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	1/29/2025 @10:59AM	KC	BPI Mechanical Service joshk@bpimechanicalservice.com	5 Hemlock Street Latham, NY 12110 P.O. Box 336 Latham, NY 12110	Joshua Keating	(518)326-8450-office		Attached	

RESOLUTION NO. 166.25

**TO ACCEPT AND AWARD BID FOR ONE (1) INTERSTATE MODEL 40 DLA OR
COMPARABLE 20-TON EQUIPMENT TRAILER**

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

**ONE (1) INTERSTATE MODEL 40 DLA OR COMPARABLE 20-TON EQUIPMENT
TRAILER**

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 to purchase One (1) 20-Ton Equipment Trailer for the Town of Rotterdam to Abele Tractor, located at 72 Everett Rd. Albany, NY 12205, at the mutual consent of both the Town and Abele Tractor, with a bid amount not to exceed, twenty-six thousand and 00/100 (\$26,000.00) dollars.

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

SECTION 3. This resolution shall become effective April 23, 2025.

DATED: April 23, 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: April 15, 2025

TO: Town Board

FROM: Larry Lamora, Highway Superintendent 

TITLE OF REQUEST: To Accept and Award Bid for One (1) 20-Ton Equipment Trailer.

TOWN BOARD MEETING: April 23, 2025

Background Information: The Town Board called for bids for One (1) 20-Ton Equipment Trailer on March 28, 2025.

Evaluation/Analysis: Proper Bidding Process

Recommendation(s): Award bid for One (1) 20-Ton Equipment Trailer to Abele Tractor, 72 Everett Rd. Albany, NY 12205, as they were the lowest bidder to match specs.

Attachment/Document(s): Bid Results

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

ABELE TRACTOR & EQ, CO INC



Town of Rotterdam

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

**ONE (1) INTERSTATE MODEL 40 DLA
OR COMPARABLE
20-TON EQUIPMENT TRAILER**

***Bid Opening:
Wednesday, April 9, 2025
@ 10:00 A.M.***

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

**ONE (1) INTERSTATE MODEL 40 DLA OR
COMPARABLE
20-TON EQUIPMENT TRAILER**

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

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



Signature

ABELE TRACTOR & EQUIPMENT

Name of Company or Corporation

72 Everett Rd.

Address

Albany **NY** **12205**

City State Zip

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



Quotation No: 9012225-4
Date: 4/1/2025

Phone: 1-800-433-5384
Fax: 1-817-453-5445

Dealer: Abele Tractor
72 EVERETT RD
ALBANY, NY 12205

Salesman: GREG GAINOR
Terms: PO# REQUIRED
Delivery: 8-9 weeks

ROTTERDAM HWY.

Interstate model 40DLA - Standard Specification

General description:	40,000 lb. capacity tag-along trailer with beavertail & ramps.	Suspension:	Hutch 9700 multi-point spring with radius rod axle tracking adjustment, 44,000 lb. capacity.
Load capacity:	40,000 lbs. at 65 M.P.H. (G.V.W.R. 47,600 lbs.)	Axles:	(2) 22,500 lb. capacity with oil bath hubs.
Overall length:	30'-0"	Brakes:	12-1/4" x 7-1/2" air with "Wabco" anti-lock braking system and spring parking brakes.
Deck length:	24'-0" (19'-0" flat deck + 5'-0" beavertail)	Wheels:	8 hole, hub piloted steel disc.
Deck width:	8'-6"	Tires:	215/75R17.5, (H)
Deck height:	36" unloaded	Ramps:	60" x 22" wood-filled with spring assist.
Frame construction:	Pierced mainbeam construction with one piece interlocking crossmembers. Mainbeams: W14" x 22 lbs. per ft., grade 50 Hi-tensile. Crossmembers: 6" I-beam x 3.9 lbs per ft., grade 50 Hi-tensile on 22" centers. 3/16" steel fabricated knee bracing on every other x-member. Siderails: C8" x 11.5 lbs. per ft. Grade 50 Hi-tensile.	Jack:	25,000 lb. 2 speed, side crank.
Headboard:	8" channel, full width of trailer.	Hitch:	4 position cast steel pintle eye, 1-5/8" stock, 3" I.D.
Decking:	2" nominal oak secured to crossmembers with 5/16" torque screws.	Tie downs:	(8) heavy duty D-rings, 4 per side.
Standard paint:	Black Urethane (Optional colors available) Rust prohibitive undercoating.	Lights:	12 volt DOT & ICC approved. All lights are LED type and flush mounted in rubber grommets. Wiring is run in flexible neoprene jacket and modular in design. 7 way plug.

Factory Installed Options:

Note: Optional equipment may change standard specifications.

☐ Paver Package (6' beavertail + 6' ramps):	\$780.00	☐ Additional deck length:	ft. @ \$485.00 per ft.
☐ 235/75R17.5, (H) tires:	\$750.00	☐ Additional tie down rings:	@ \$52.00 each
☒ Lockable tool box lid:	\$330.00	☐ Stake pockets & rubrail:	\$900.00
☒ Spare tire & wheel:	\$500.00	☐ 3" safety rail:	\$685.00
☒ Spare tire carrier:	\$280.00	☐ Bucketplate on beavertail:	\$550.00
☐ Dual 2 speed landing gear:	\$680.00	☐ 2 way spring assist on ramps:	\$375.00
☐ Angle iron traction on ramps: N/C			
☐ Self-cleaning traction dovetail: N/C			

Misc. options:

Price:

- ☒ Red Paint
☐
☐
☐

N/C

NOTES:

Quotes good for 15 days unless otherwise stated and do not incld. F.E.T., state taxes or licensing fees.

Sub Total:	25,309.00
Muni Discount:	(759.00)
Freight:	1,450.00
Total net F.O.B. dealership:	\$ 26,000.00

TOWN OF ROTTERDAM
BID FORM CONTINUED

Detailed Specifications:

Interstate Model 40 DLA
or Comparable!

General description:	40,000 lb. capacity tag-along trailer with beaverfall & ramps.	Suspension:	Hutch 9700 multi-point spring with radius rod axle tracking adjustment, 44,000 lb. capacity.
Load capacity:	40,000 lbs. at 65 M.P.H. (G.V.W.R. 47,600 lbs.)	Axes:	(2) 22,500 lb. capacity with oil bath hubs.
Overall length:	30'-0"	Brakes:	12-1/4" x 7-1/2" air with "Wabco" anti-lock braking system and spring parking brakes.
Deck length:	24'-0" (19'-0" flat deck + 5'-0" beaverfall)	Wheels:	8 hole, hub piloted steel disc.
Deck width:	8'-6"	Tires:	215/76R17.5, (H)
Deck height:	36" unloaded	Ramps:	60" x 22" wood-filled with spring assist.
Frame construction:	Pierced mainbeam construction with one piece interlocking crossmembers. Mainbeams: W14" x 22 lbs. per ft., grade 50 Hi-tensile. Crossmembers: 6" I-beam x 3.9 lbs per ft., grade 50 Hi-tensile on 22" centers. 3/16" steel fabricated knee bracing on every other x-member. Sliderails: C8" x 11.5 lbs. per ft. Grade 50 Hi-tensile.	Jack:	25,000 lb. 2 speed, side crank.
Headboard:	8" channel, full width of trailer.	Hitch:	4 position cast steel pintle eye, 1-5/8" stock, 3" I.D.
Decking:	2" nominal oak secured to crossmembers with 5/16" torque screws.	Tie downs:	(8) heavy duty D-rings, 4 per side.
Standard paint:	Black Urethane (Optional colors available) Rust prohibitive undercoating.	Lights:	12 volt DOT & ICC approved. All lights are LED type and flush mounted in rubber grommets. Wiring is run in flexible neoprene jacket and modular in design. 7 way plug.

Misc. options:

- ☒ Red Paint
- ☒ Lockable tool box lid:
- ☒ Spare tire & wheel:
- ☒ Spare tire carrier:

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway Superintendent at llamora@rotterdamny.org or by calling 518-355-7722.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before 10:00 a.m. on April 9, 2025, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by 10:00 a.m. April 9, 2025 will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>), and the Town Clerk at Town Hall. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.

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

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: ASPER TRACTOR & EQUIP.

Signed by: Louis Taylor

Title: V.P.

Signature: [Signature]

Date: 4.1.2025

March 26, 2025

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April 23, 2025

Page 188

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

Resolved that Louis Vailon be authorized to sign and submit the bid or proposal of this corporation for ABELE TRACTOR & EQUIPMENT 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 ABELE TRACTOR & EQUIP. corporation at a meeting of its board of directors held on the 19th day of APRIL, 2025

(SEAL OF THE CORPORATION)

Signature of Secretary

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

I, Louis Vailon hereby sign and submit this bid or proposal for 20 TON TAG TRAILER 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

4.1.2025
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: ABELE TRACTOR & EQUIPMENT

Signed by: Louis Vailon

Title: V.P.

Signature: [Signature]

Date: 4.1.2025

BID FOR 1 INTERSTATE MODEL 40 DLA OR COMPARABLE 20-TON EQUIPMENT TRAILER

BID FOR: 1 Interstate Model 40 DLA or Comparable 20-Ton Equipment Trailer
DATE OF TB MTG. & RESOLUTION #: 3/26/2025 Res #137.25
DATE BID PACKETS BECOME AVAILABLE: 3/28/2025

DATE PUBLISHED IN NEWSPAPER: 3/28/2025
DATE & TIME BIDS TO BE OPENED: 4/9/2025 @ 10:00am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #	BID Amount	Comments
1	Emailed to: 4/2/2025 @ 9:52am also dropped off 4-3- 25 12:45pm	KC	Abele Tractor &Eq, Co Inc gregg@abeletractor.com	72 Everett Road Albany, NY 12205	Gregg Gainor	(518)948-9790 cell		\$26,000.00	
2	Mailed in : 4/3/2025 @ 9:53am	KC	Stephan L. Green Trailers sgreentrailers@gmail.com sgreen1667@aol.com	74 Squankum Yellowbrook Road Farmingdale, NJ 07727	Stephan Green	(732)938-5663		\$32,000.00	
3	4/9/2025 @ 9:34am	DM	Arkel Motors Inc gregmather@arkelmotors. com	70 Windsor Hwy New Windsor NY 12553	Gregg Mathers	(845)863-7341		\$32,073.00	
4	4/9/2025Fed Ex 8:45 am	DM	Suffolk Cty Brake Service	862 Lincoln Ave Bohemia, NY 11716	Jeff Scananello			\$33,480.00	
5	BIDNET 10:00 am	DM/MG	Akana Eq LLC	9950 WestPark Dr Suite 622 Houston, TX 77063	Aaron Colvin			\$24,799.86	
6	BIDNET 10:00 am	DM/MG	Chaves Brothers Mgt. LLC	300 SW 8th St #17 Boca Raton, FL 33432	Tyler Chaves			\$26,399.00	
7	BIDNET 10:00 am	DM/MG	Phoenix Contracting	9915 Smarty Jones Dr Ruskin, FL 33573	Clayton Hall			29,600.00	

BID FOR 1 INTERSTATE MODEL 40 DLA OR COMPARABLE 20-TON EQUIPMENT TRAILER

8	BIDNET 10:00 am	DM/MG	STS Syracuse Trailer Truck EqTrailer Sales & service Leasing Inc. Truck Eq	3496 Cport St Syracuse. NY 13206	Nicholas Phillips			\$24,794.00 \$21,595.00	Option #1 Option#2
9	BIDNET 10:00 am	DM/MG	Versatile Trailer Sales & Leasing Inc.	786 Rte 9 Gansevort. NY 12831				\$30,694.34	

RESOLUTION NO. 167.25

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the Town Hall, in Schenectady, New York, in said Town, on the April 23, 2025, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by _____ who moved its adoption, seconded by _____ to-wit:

RESOLUTION NO. 167.25 DATED APRIL 23, 2025

**A RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION
TO AND APPROVING THE ESTABLISHMENT OF EXTENSION NO. 28
TO WATER DISTRICT NO. 5 IN THE TOWN OF ROTTERDAM,
SCHENECTADY COUNTY, NEW YORK, PURSUANT TO ARTICLE 12-A
OF THE TOWN LAW**

WHEREAS, a map, plan and report have been prepared in such manner and in such detail as has heretofore been determined by the Town Board of the Town of Rotterdam, Schenectady County, New York, relating to the establishment of Extension No. 28 to Water District No. 5 of said Town;

WHEREAS, said map, plan and report were prepared by a competent engineer, duly licensed by the State of New York, and have been filed in the office of the Town Clerk of said Town, where the same are available during regular office hours for examination by any persons interested in the subject matter thereof;

WHEREAS, said Extension No. 28 to Water District No. 5 shall be bounded and described as hereinafter set forth as Appendix A attached hereto and hereby made a part hereof;

WHEREAS, the improvement proposed for said Extension No. 28 to Water District No. 5 consists of the purchase and installation of water mains, including original equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, as more fully described in the aforesaid map, plan and report;

WHEREAS, the maximum amount proposed to be expended for said improvement is \$112,000;

WHEREAS, of said maximum estimated cost, \$112,000 is expected to be paid with monies to be received by the Town from the developer of the property constituting said Extension; and

WHEREAS, of said maximum estimated cost, \$-0- of bonds and/or notes of said Town are expected to be issued to pay for the maximum estimated cost of the improvements in connection with the establishment of said Extension; and

WHEREAS, the costs of the provision of services in said Extension shall be through the imposition of a schedule of water rates pursuant to Section 198 of the Town Law to the extent that such water rates provide a source of revenue for such expenditures and expenses shall otherwise be payable as provided in Article 12-A of the Town Law by the annual apportionment and assessment upon the several lots and parcels of land within said Extension in the manner provided by law as determined by the Town Board pursuant to Section 202 of the Town Law; and

WHEREAS, said establishment of the Extension and the capital project therefore have been determined to be an “Type I Action” pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act (“SEQRA”), which, as proposed, it has been determined will not have any significant adverse effect upon the environment and SEQRA compliance materials are on file in the office of the Town Clerk were they may be inspected during normal business hours; and

WHEREAS, the estimated cost of the establishment of Extension No. 28 to Water District No. 5 to the typical property therein is \$93.02 and to a single-family home, is \$93.02 in the first year in which operation, maintenance, debt service and other charges and expenses are to be paid and the estimated cost of hook-up fees is \$0.00 as to both; and

WHEREAS, a detailed explanation of the manner by which such estimated connection costs and first-year costs to the typical property were computed, has been filed in the office of the Town Clerk at Town Hall in Schenectady, New York, where the same are available during regular office hours for examination by any person interested in the subject manner thereof; and

WHEREAS, an Order was duly adopted by said Town Board on March 26, 2025, reciting a description of the boundaries of said proposed Extension No. 28 to Water District No. 5, the improvements proposed, the maximum amount proposed to be expended for said improvements, the fact that said map, plan and report were on file in the Town Clerk's office for public inspection and specifying the April 23, 2025, at 7:00 o'clock P.M., Prevailing Time, at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to consider the establishment of said Extension No. 28 to Water District No. 5 and said map, plan and report filed in relation thereto and to hear all persons interested in the subject thereof concerning the same; and

WHEREAS, notice of the aforesaid public hearing was duly published and posted in the manner and within the time prescribed by Section 209-d of the Town Law, and proof of publication and posting has been duly presented to said Town Board; and

WHEREAS, said public hearing was duly held at the time and place in said order, as aforesaid, at which all persons desiring to be heard were duly heard; and

WHEREAS, said Town Board has duly considered said map, plan and report and the evidence given at said public hearing; NOW,

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____, the Town Board of the Town of Rotterdam, Schenectady County, New York, be it resolved as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined as follows:

- a) The notice of hearing was published and posted as required by law and is otherwise sufficient;
- b) All the property and property owners within said proposed Extension No. 28 to Water District No. 5 are benefited thereby;
- c) All the property and property owners benefited are included within the limits of said proposed Extension No. 28 to Water District No. 5; and
- d) The establishment of said proposed Extension No. 28 to Water District No. 5 is in the public interest.

Section 2. The establishment of Extension No. 28 to Water District No. 5 of the Town of Rotterdam, Schenectady County, New York, to be bounded and described as hereafter set forth, and the improvement therefor consisting of the purchase and installation of water mains, including original equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$112,000, are hereby approved.

Section 3. Said Extension No. 28 to Water District No. 5 shall be bounded and described as set forth in Appendix A as aforementioned.

Section 4. The Town Clerk shall, within ten (10) days after the effective date of this resolution, file certified copies of this resolution in duplicate in the Office of the State Department of Audit and Control at Albany, New York.

Section 5. This resolution is adopted subject to permissive referendum.

Section 6. This Resolution shall take effect immediately.

Appendix A

PROPOSED WATER DISTRICT #5 EXTENSION #28

BEGINNING at a point in the northerly highway boundary of the Schenectady/Duanesburg state highway at its intersection with the division line between Lands Now or Formerly of Collier as described in Liber 1068 of Deeds at Page 832 on the east and Lands herein described on the west; thence running westerly along said northerly highway boundary of the Schenectady/Duanesburg state highway 716 Feet more or less to a point in the southeasterly highway boundary of Route 7 to Route 7 connector; thence northerly, easterly, southerly and easterly 2,527 Feet more or less to a point in the division line between the Lands Now or Formerly of Avery as described in Liber 1506 of Deeds at Page 256 on the east and the herein described parcel on the west; thence along said division line 113 Feet more or less to a point at the northeasterly corner of Lands Now or Formerly of Mastrianni as described in Liber 608 of Deeds at Page 478; thence westerly and southwesterly 1,022 Feet more or less to a point; thence southerly 349 Feet more or less to a point in the aforementioned northerly highway boundary of the Schenectady/Duanesburg state highway; thence along said northerly highway boundary of the Schenectady/Duanesburg state highway 124 Feet more or less to the point and place of beginning and containing 17± acres of land more or less.

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

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

The Order was thereupon declared duly adopted.

* * * * *

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: April 17, 2025
TO: Mollie Collins, Town Supervisor
FROM: Peter Comenzo, Senior Planner *PC*
TITLE OF REQUEST: Extension Request Water District #5, Extension #28
TOWN BOARD MEETING: April 23, 2025

Background Information: In December 2024 the Rotterdam Town Board completed TYPE 1 SEQR Negative Declaration and approved a zone change to allow B-2 uses. Also in December 2024, the Planning Commission granted conditional final site plan approval for the proposed development including proposed improvements to the water main system. The proposed development consists of constructing 104,495± SF 1-story BJ's Wholesale Club building comprising retail space, a tire center, and a fueling station with canopy and kiosk, and a 2,500± SF drive-up fast food restaurant building, with associated asphalt parking, utilities, and stormwater management areas. Full access to and from the site will be off Duanesburg Road.

Evaluation/Analysis: The property is not fully within the water district and therefore a water district extension will be needed. The existing water line within Duanesburg Road is a 12" D.I.P. As discovered from Town records, the existing water mains along Duanesburg Road are dead ends and the proposal is to extend the existing water main and provide a looped system. The proposed design is to extend the main with a 12" D.I.P that will *ABD Engineers & Surveyors, LLP 4 880 & 900 Duanesburg Rd Water Ext. 5657A- MPR REV#1 Rotterdam, NY* provide a looped system. The existing and extended main will be within the R.O.W and owned and operated by the Town of Rotterdam. No easements are necessary. Public Hearing to be held on April 23, 2025.

Recommendation(s): At conclusion of public hearing, Town Board to consider adoption of water district extension.

Attachment/Document(s): Map Plan & Report ABD Engineers last revised 3/20/25
SEQR Negative Declaration

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, in said Town, on April 23, 2025, at 7 o'clock P.M., Prevailing Time.

ORDER 3.25

PRESENT:

Supervisor

Councilman

Councilman

Councilman

Councilman

In the Matter of The Joint Increase and Improvement of the Facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York	PUBLIC INTEREST ORDER
---	-----------------------

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York, has duly caused to be prepared an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the proposed joint increase and improvement of the facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York (together, the “Districts”), consisting of purchase of maintenance equipment, at a maximum estimated cost of \$967,455; and

WHEREAS, it was expected that the apportionment of such cost between the Districts shall be as follows: Water District No. 1: \$468,911.25, and Sewer District No. 2: \$430,095.75, and Sewer District No. 7: \$68,448.00; and

WHEREAS, such cost shall be annually apportioned among such Districts by said Town Board, and the amounts so apportioned shall be annually apportioned and assessed upon the several lots and parcels of land within each said District in the manner provided by law, in an amount sufficient to pay the principal and interest on said bonds as the same become due, but if not paid from such source, all the taxable real property in said Town shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on said bonds as the same shall become due; and

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, as such, it has been determined will not result in any significant adverse environmental impact; and

WHEREAS, at a meeting of said Town Board duly called and held on April 9, 2025, an Order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the joint increase and improvement of facilities of Water District No. 5 and Sewer District Nos. 2 and 7 in said Town at a maximum estimated cost of \$967,455, and to hear all persons interested in the subject thereof concerning the same at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, in said Town, on April 23, 2025, at 7 o'clock P.M., Prevailing Time; and

WHEREAS, said Order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; NOW,

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make the joint increase and improvement of the facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York, consisting of purchase of maintenance equipment, at a maximum estimated cost of \$967,455, allocated as follows: Water District No. 1: \$468,911.25, and Sewer District No. 2: \$430,095.75, and Sewer District No. 7: \$68,448.00.

Section 2. This Order shall take effect immediately.

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

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

The Order was thereupon declared duly adopted.

* * * * *

CERTIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF SCHENECTADY)

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York (the “Issuer”), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on April 23, 2025.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the “Open Meetings Law”.
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this April 23, 2025.

Town Clerk

(CORPORATE
SEAL)

BOND RESOLUTION NO. 168.25

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, in said Town, on April 23, 2025, at 7 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilman _____ who moved its adoption, seconded by Councilman _____ to-wit:

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$967,455 SERIAL BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE JOINT INCREASE AND IMPROVEMENT OF THE FACILITIES OF WATER DISTRICT NO. 5 AND SEWER DISTRICT NOS. 2 AND 7, EACH IN THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an Order dated the date hereof, said Town Board has determined it to be in the public interest to jointly improve the facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York, at a maximum estimated cost of \$967,455; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which, as such, it has been determined will not have any significant adverse impact on the environment; NOW,

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

BE IT RESOLVED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the joint increase and improvement of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York, consisting of the purchase of maintenance equipment, there are hereby authorized to be issued \$967,455 serial bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$967,455, which class of objects or purposes is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is by the issuance of the \$967,455 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law as each item of equipment costs \$30,000 or more. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Rotterdam, Schenectady County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Water District No. 5 and Sewer District Nos. 2 and 7 as applicable in the manner provided by law, apportioned to Water District No. 1: \$468,911.25, and Sewer District No. 2: \$430,095.75, and Sewer District No. 7: \$68,448.00, there shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall

be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Supervisor shall deem best for the interests of said Town; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

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

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

The Order was thereupon declared duly adopted.

* * * * *

CERTIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF SCHENECTADY)

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York (the “Issuer”), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on April 23, 2025.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the “Open Meetings Law”.
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this April 23, 2025.

Town Clerk

(CORPORATE
SEAL)

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on April 23, 2025, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Rotterdam, Schenectady County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Town Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Schenectady, New York,
April 23, 2025.

/s/Diane M. Marco
Town Clerk

BOND RESOLUTION DATED APRIL 23, 2025.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$967,455 BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE JOINT INCREASE AND IMPROVEMENT OF THE FACILITIES OF WATER DISTRICT NO. 5 AND SEWER DISTRICT NOS. 2 AND 7, EACH IN THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK.

Class of objects or purposes:	Joint increase and improvement of Water District No. 5 and Sewer District Nos. 2 and 7: purchase of maintenance equipment
Period of probable usefulness:	15 years
Maximum estimated cost:	\$967,455
Amount of obligations to be issued:	\$967,455 bonds
SEQRA status:	Type II Action.

RESOLUTION NO. 169.25

TO ACCEPT AND AWARD BID FOR FIRE HYDRANTS & HYDRANT MARKER FLAGS

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:

FIRE HYDRANTS & HYDRANT MARKER FLAGS

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 **Fire Hydrants** listed in solicitation number 04222025 for the Town of Rotterdam to E.J. Prescott Inc., located at 198 Ushers Road, Round Lake, New York 12151, with a total combined bid amount not to exceed one hundred thirty-seven thousand four hundred and 00/100 (\$137,400.00) dollars.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the bid for **Hydrant Marker Flags** listed in solicitation number 04222025 for the Town of Rotterdam to Ferguson Enterprises LLC, located at 612 Pierce Road, Clifton Park, New York 12065, with a total bid amount not to exceed one thousand six hundred sixty and 00/100 (\$1,660.00) dollars.

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 April 23, 2025.

DATED: April 23, 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: April 22, 2025
TO: Town Board
FROM: Charles J. Dodson, Deputy Supervisor
TITLE OF REQUEST: Accept and Award Bid for Fire Hydrants

TOWN BOARD MEETING: April 23, 2025

Background Information: Bids for Hydrants – Twenty Waterous Pacer WB-67-250 – *NH/NST*, and Ten Waterous Pacer WB-67-250 *Double Higsbee* were advertised on April 10, 2025 with a closing and bid opening on April 22, 2025.

Evaluation/Analysis: The Town is in need of replacing hydrants throughout the Town as soon as possible.

Recommendation(s): Accept and Award the bids for 30 Fire Hydrants - to Everett J. Prescott, Inc.

Attachment/Document(s): Bid results.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: April 22, 2025

TO: Town Board

FROM: Charles J. Dodson, Deputy Supervisor

TITLE OF REQUEST: Accept and Award Bid for Fire Hydrant Marker/Flags

TOWN BOARD MEETING: April 23, 2025

Background Information: Bids for Hydrant Flags – Fifty Hydrant Marker/Flags were advertised on April 10, 2025 with a closing and bid opening on April 22, 2025.

Evaluation/Analysis: The Town is in need of replacing hydrant marker/flags throughout the Town as soon as possible.

Recommendation(s): Accept and Award the bid for 50 Hydrant Marker/Flags – to Ferguson Enterprises LLC.

Attachment/Document(s): Bid results.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

BID FOR FIRE HYDRANTS HYDRANT MARKER FLAGS

BID FOR: FIRE HYDRANTS & HYDRANT MARKER FLAGS

DATE OF TB MTG. & RESOLUTION #: Res #149.25 @4/9/25

DATE BID PACKETS BECOME AVAILABLE: 4/10/25

DATE PUBLISHED IN NEWSPAPER: 4/10/25

DATE & TIME BIDS TO BE OPENED: 4/22/25 @10:00AM

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	4-21-25 9:25am	DMM	Core & Main LP nora.sanford@coreandmai n.com	14 Arch St Watervliet, NY 12189	Nora Sandord	518-210- 7889		\$56.86 each	\$2,843.00 for 50 Hydrant Marker Flags
2	4/22/2025 BIDNET	DM/MG	Ferguson Enterprises bailey.larson@ferguson.co m	612 Pierce Road C.P. NY 12065	Bailey Larson	518- 8773086		\$33.20 each	\$1,660.00 for 50 Hydrant Marker Flags
3	4/22/2025 BIDNET	DM/MG	E.J.Prescott helena.stewart@ejprescott .com	198 Ushers Rd Round Lake, NY 12151	Helena Stewart	518-877- 6737		\$4,580.00 \$4,580.00	Hydrants NH-NST WB67-250 \$91,600.00 for 20 Hydrants Double Higsbee WB67-250 for 10 \$4,580.00

E.J. Prescott



Town of Rotterdam

***Department of Water and Sewer
Request for Bids:***

Fire Hydrants & Hydrant Marker Flags

***Bid Opening:
Tuesday, April 22, 2025
@ 10:00 a.m.
Rotterdam Town Hall***

TOWN OF ROTTERDAM
BID FORM

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

Fire Hydrants & Hydrant Marker Flags

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

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



Signature

EVERETT J. PRESCOTT, INC.

Name of Company or Corporation

198 USHERS RD.

Address

ROAND LAKE NY 12151

City State Zip

HELENA MIRA 94 @ GMAIL . COM

Email

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

TOWN OF ROTTERDAM
BID FORM CONTINUED

Detailed Specifications:

FIRE HYDRANTS	QTY	UNIT COST:	DEL. COST:	TOTAL COST:
<u>Waterous Pacer WB 67-250</u>	20	4580.00	4580.00	91,600.00
<i>1 Pumper Nozzle 4" W/Storz</i>				
<i>Hose Connection - 2 – 2 ½" w/2.5" 5-sided nut</i>				
<i>NH/NST</i>				
<i>5-6 Bury</i>				
<i>Open Right w/2.5" 5-sided nut</i>				
<i>5 ¼ Main Valve</i>				
<i>MJ w/accessories and stainless-steel bolts</i>				
<i>Hydrant Inlet – Alpha Design</i>				
<i>Red with Blue Caps</i>				
<i>AWWA C-111/502, FM/UL Approved</i>				
<u>Waterous Pacer WB 67-250</u>	10	4580.00	4580.00	45,800.00
<i>1 Pumper Nozzle 4" W/Storz</i>				
<i>Hose Connection - 2 – 2 ½" w/2.5" 5-sided nut</i>				
<i>Double Higsbee</i>				
<i>5-6 Bury</i>				
<i>Open Right w/2.5" 5-sided nut</i>				
<i>5 ¼ Main Valve</i>				
<i>MJ w/accessories and stainless-steel bolts</i>				
<i>Hydrant Inlet – Alpha Design</i>				
<i>Red with White Caps</i>				
<i>AWWA C-111/502, FM/UL Approved</i>				

	QTY	UNIT COST	DEL. COST	TOTAL COST
Hydrant Marker/Flag	50	No Bid	No Bid	No Bid
<i>SPK Steel Fabrication</i>				
<i>Product No. 404 - FT</i>				
<i>60" Top Mount Fiberglass</i>				
<i>Hydrant Markers w/Stainless</i>				
<i>Steel Spring</i>				
<i>Product No. 404 - SD</i>				
<i>6 1/2 X 3 1/2 X 5" Plastic</i>				
<i>Trapezoidal Disk w/two reflective bands fit with 1/4" and 3/8" rod</i>				

NOTE: Questions should be submitted in writing to Mike Colarossi at mcolarossi@rotterdamny.org or James Keith, Senior Building Inspector at jkeith@rotterdamny.org, or by calling 518-355-7575 Ext. 395

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on April 22, 2025**, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m., April 22, 2025** will be opened in person at that time, and electronically via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.

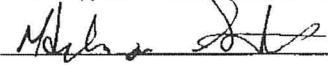
9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified (if applicable).
10. Delivery(if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration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

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 Firm: EVERETT J. PRESCOTT, INC.

Signed by: HELENA STEWART Title: DIVISION MANAGER

Signature:  Date: 4/21/2025

Email: HELENA.STEWART@EJPRESCOTT.COM

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

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

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

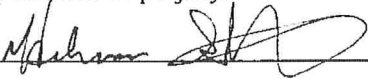
(SEAL OF THE CORPORATION)

Signature of Secretary

PLEASE SEE ATTACHED CORPORATE RESOLUTION

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

I, HELENA STEWART _____ hereby sign and submit this bid or proposal for EVERETT J. PRESCOTT 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

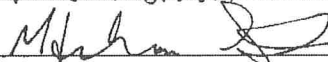
4/21/25
Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: EVERETT J. PRESCOTT, INC.

Signed by: HELENA STEWART Title: DIVISION MANAGER

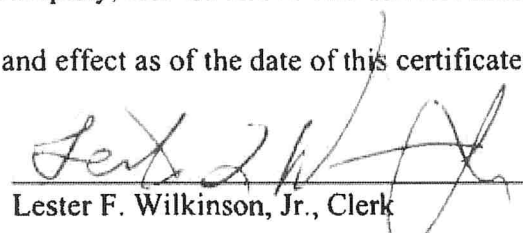
Signature:  Date: 4/21/25

CERTIFICATE OF AUTHORITY

As a result of actions taken by unanimous written consent of the Directors of Everett J. Prescott, Inc. (the "Corporation") it was voted that Helena Stewart, Division Manager in Round Lake, New York of Everett J. Prescott, Inc. be and she hereby is authorized to execute bids, contracts, documents and bonds in the name of and on behalf of the Corporation, and such execution of any contract or obligation in this Corporation's name on its behalf by such Division Manager shall be valid and binding upon this Corporation.

I hereby certify that I am the Clerk of Everett J. Prescott, Inc., that Helena Stewart is the duly appointed Division Manager of the Company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

DATED: 5/29, 2024


Lester F. Wilkinson, Jr., Clerk

FERGUSON ENTERPRISES LLC



Ferguson

Town of Rotterdam

***Department of Water and Sewer
Request for Bids:***

Fire Hydrants & Hydrant Marker Flags

***Bid Opening:
Tuesday, April 22, 2025
@ 10:00 a.m.
Rotterdam Town Hall***

TOWN OF ROTTERDAM
BID FORM

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

Fire Hydrants & Hydrant Marker Flags

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

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

Bouley
Signature

Ferguson Enterprises LLC
Name of Company or Corporation

1012 Pierce Rd
Address

Clifton Park NY 12065
City State Zip

Bailey.Larsen@Ferguson.com
Email

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

TOWN OF ROTTERDAM
BID FORM CONTINUED

Detailed Specifications:

FIRE HYDRANTS	QTY	UNIT COST:	DEL. COST:	TOTAL COST:
<u>Waterous Pacer WB 67-250</u>	20	<i>no bid</i>	<i>no bid</i>	<i>no bid</i>
<i>1 Pumper Nozzle 4" W/Storz</i>				
<i>Hose Connection - 2 - 2 ½" w/2.5" 5-sided nut</i>				
<i>NH/NST</i>				
<i>5-6 Bury</i>				
<i>Open Right w/2.5" 5-sided nut</i>				
<i>5 ¼ Main Valve</i>				
<i>MJ w/accessories and stainless-steel bolts</i>				
<i>Hydrant Inlet – Alpha Design</i>				
<i>Red with Blue Caps</i>				
<i>AWWA C-111/502, FM/UL Approved</i>				
<u>Waterous Pacer WB 67-250</u>	10	<i>no bid</i>	<i>no bid</i>	<i>no bid</i>
<i>1 Pumper Nozzle 4" W/Storz</i>				
<i>Hose Connection - 2 - 2 ½" w/2.5" 5-sided nut</i>				
<i>Double Higsbee</i>				
<i>5-6 Bury</i>				
<i>Open Right w/2.5" 5-sided nut</i>				
<i>5 ¼ Main Valve</i>				
<i>MJ w/accessories and stainless-steel bolts</i>				
<i>Hydrant Inlet – Alpha Design</i>				
<i>Red with White Caps</i>				
<i>AWWA C-111/502, FM/UL Approved</i>				

	QTY	UNIT COST	DEL. COST	TOTAL COST
Hydrant Marker/Flag	50	33.20	33.20	1,660.00
<i>SPK Steel Fabrication</i>				
<i>Product No. 404 - FT</i>				
<i>60" Top Mount Fiberglass</i>				
<i>Hydrant Markers w/Stainless</i>				
<i>Steel Spring</i>				
<i>Product No. 404 - SD</i>				
<i>6 1/2 X 3 1/2 X 5" Plastic</i>				
<i>Trapezoidal Disk w/two reflective bands fit with 1/4" and 3/8" rod</i>				

NOTE: Questions should be submitted in writing to Mike Colarossi at mcolarossi@rotterdamny.org or James Keith, Senior Building Inspector at jkeith@rotterdamny.org, or by calling 518-355-7575 Ext. 395

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on April 22, 2025**, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m., April 22, 2025** will be opened in person at that time, and electronically via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.

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

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, 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 Firm: Ferguson Enterprises LLC

Signed by: Bailey Larson Title: Municipal Sales Manager

Signature: Bailey Larson Date: 4/10/25

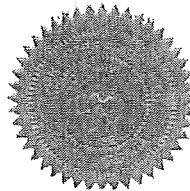
Email: Bailey.Larson@Ferguson.com

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

Resolved that Bailey Larson be authorized to sign and submit the bid or proposal of this corporation for Ferguson Enterprises 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 Ferguson Enterprises LLC corporation at a meeting of its board of directors held on the 31st day of July, 2023.

[Signature]
Signature of Secretary



AL OF THE CORPORATION)

* See Attached *

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

I, Bailey Larson hereby sign and submit this bid or proposal for Ferguson Enterprises 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 this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

[Signature]
Signature of Individual

4/10/23
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: Ferguson Enterprises LLC

Signed by: [Signature] Title: Municipal Sales Manager

Signature: Bailey Larson Date: 4/10/23

SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of **Ferguson Enterprises, LLC**, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

Individual Name: Bailey Larson

Title: Sales Manager - Waterworks Strategic Business



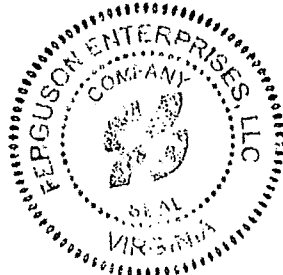
Authorized Action(s):

1. To enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may deemed in the best interest of the Company.
2. To prepare and submit bids and proposals to the Company's customers

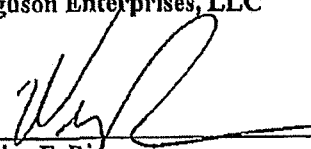
This certificate of authorization shall be effective from the date hereof until **November 4, 2025** unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective July 31, 2023

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective **November 5, 2024**.

(Company Seal)



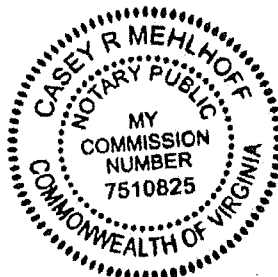
Ferguson Enterprises, LLC

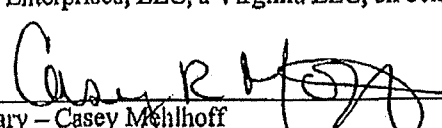

Wesley E. Rice
Assistant Secretary

Commonwealth of Virginia
City of Newport News

Sworn to subscribe and acknowledged before me on November 5, 2024, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company

(Notary Seal)




Notary – Casey Mehlhoff
My commission expires: July 31, 2026

RESOLUTION NO. 170.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2025; TO ENACT PROPOSED AMENDMENTS TO CHAPTER 107 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM AND SCHEDULING A PUBLIC HEARING THEREON

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 recognizes the introduction of Introductory Local Law No. __ of 2025; To amend Chapter 107 of the Code of the Town of Rotterdam, regulating Dogs within the Town of Rotterdam.

SECTION 2. The Town Board of the Town of Rotterdam desires to include a permit structure for use of the new Juracka Dog Park within the Town of Rotterdam.

SECTION 3. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Junction Volunteer Fire Department, 1215 Main Street, Rotterdam Junction, New York 12150, at 7:00p.m. on the 14th day of May, 2025 for the following purpose:

To recognize the introduction of Introductory Local Law No. __ of 2025; To amend Chapter 107 of the Code of the Town of Rotterdam regulating Dogs within the Town of Rotterdam.

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

DATED: April 23, 2025
Daily Gazette: Please publish once on April 25, 2025
Town Clerk
Post

SECTION 4. This resolution shall become effective April 23, 2025.

DATED: April 23, 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: April 22, 2025

TO: Town Board

FROM: Ronald Schlag

TITLE OF REQUEST: Juracka Dog Park permits introduction and call for public hearing.

TOWN BOARD MEETING: April 23, 2025

Background Information: The Town Board of the Town of Rotterdam desires to include a permit structure for use of the new Juracka Dog Park within the Town of Rotterdam.

Evaluation/Analysis: The permitting process was drafted by the Town Attorney in conjunction with the Parks and recreation committee and Town Board Liaisons after research of dog parks permits in other municipalities.

Recommendation(s): To approve the permit process and call for a public hearing for Rotterdam residents' input and recognize introduction of introductory law.

Attachment/Document(s): See attached Proposed Amendment inclusions to Town Code 107.

Compliance with Purchasing Policy: NA

Effect(s) on Existing Law(s): Proposed Amendment inclusions to Town Code 107

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Proposed Amendment inclusions to Town Code 107

1. Eligibility Criteria:

- Only owners of properly licensed, vaccinated, and tagged dogs are eligible for a permit.
- Dogs must be at least 4 months old, up to date on vaccinations (Rabies, Distemper, and Bordetella), and free from contagious diseases and parasites.
- Dogs must wear identification tags (including the owner's contact information) and collars at all times.

2. Application Process:

- Visit the Town Clerk's office or apply online at the Town of Rotterdam's official website.
- Submit proof of the dog's vaccination records and licensing (a copy of your dog's rabies certificate, distemper vaccination, and Bordetella vaccination).
- Complete the permit application form, which includes:
 - Owner's name, address, and contact information.
 - Dog's name, breed, age, and a current photo.
- Acknowledge understanding of the park's rules and regulations.

3. Permit Fee:

- No fee is required for Town of Rotterdam residents.
- A nominal fee may be required for the permit for non-residents. The fee is due annually and must be paid at the time of application or renewal.
- Fee amount: **\$25 per year.**

4. Permit Approval:

- The Town Clerk will review the application. If all requirements are met, the permit will be issued.
- Once approved, the owner will receive a Dog Park Permit with a unique permit number, valid for one year.
- The permit must be kept with the owner or visible while inside the dog park.

5. Permit Renewal:

- Permits are valid for one year from the date of issue. To renew:
 - Ensure your dog's vaccinations are up-to-date.
 - Submit proof of vaccination again if applicable.
 - Pay the annual fee.

- Confirm no violations have occurred during the previous year.

Permit Holder Responsibilities:

- **Supervision & Control:** Owners must remain inside the park at all times while their dog is in the off-leash area. Dogs must be under voice control at all times.
- **Dog Behavior & Aggression:** Owners are responsible for their dog's behavior. Aggressive dogs must be immediately removed from the park, and aggressive behavior may result in suspension or permanent ban from the park.
- **Compliance with Rules:** By obtaining the permit, you agree to adhere to all dog park rules and regulations, including health and safety guidelines, waste cleanup, and behavior policies.

Enforcement & Penalties for Violation:

- **First Violation:** Warning issued to the permit holder.
- **Second Violation:** Fine and/or temporary suspension from park use.
- **Third Violation:** Permanent loss of park privileges.
- **Severe Incidents:** Immediate expulsion from the park, which may also involve legal action or citations if required.

Permit Suspension or Revocation:

- If a dog is found to have violated park rules (such as being aggressive, unvaccinated, or otherwise disruptive), the permit may be suspended or revoked.
- Owners are required to report any incidents involving bites, injuries, or aggression to the Town Parks Supervisor within 24 hours.

RESOLUTION NO. 171.25

**TO ADOPT THE RULES FOR THE NEW JURACKA DOG PARK IN THE TOWN OF
ROTTERDAM**

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 recognizes and adopts the Juracka Dog Park Rules for use of the Park by residents and non-residents.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Juracka Dog Park rules to be posted on the Town Website.

SECTION 3. The Town Board of the Town of Rotterdam hereby authorizes signage to be made and posted at the Juracka Dog Park of the rules for the Juracka Dog Park.

SECTION 4. This resolution shall become effective April 23, 2025.

DATED: April 23, 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: April 22, 2025

TO: Town Board

FROM: Ronald Schlag

TITLE OF REQUEST: TO ADOPT THE RULES FOR THE NEW JURACKA DOG PARK IN THE TOWN OF ROTTERDAM.

TOWN BOARD MEETING: April 23, 2025

Background Information: The Town of Rotterdam has invested in a dog park as an ongoing means to improve the parks for the citizens of Rotterdam. With the creation of this dog park, there is a need to spell out rules associated with said dog park.

Evaluation/Analysis: The rules were drafted by the Town Attorney in conjunction with the Parks and recreation committee and Town Board Liaisons after research of dog park rules of other municipalities.

Recommendation(s): To approve Dog Park Rules & Regulations for Rotterdam citizens to utilize the park in a safe and orderly fashion.

Attachment/Document(s): See attached resolution and proposed Dog Park Rules & Regulations

Compliance with Purchasing Policy: NA

Effect(s) on Existing Law(s): Resolution 170.25 calls for amendments of Chapter 107, with a public hearing scheduled for May 14th.

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town of Rotterdam Juracka Dog Park Rules & Regulations

The Town of Rotterdam provides designated off-leash dog parks for responsible pet owners to exercise and socialize their dogs. Properly licensed, vaccinated, and tagged dogs without aggressive or dangerous tendencies may be exercised off-leash in these designated areas, subject to the following rules and regulations.

By entering the dog park, users agree to comply with these rules, assume all risks associated with off-leash areas, and accept full responsibility for their dogs' behavior.

1. Hours of Operation & Closures

- a. Dog Park hours are 7:00 AM to Dusk, unless otherwise posted.
- b. The Dog Park may be closed at any time at the discretion of the Rotterdam Parks Supervisor for maintenance, weather conditions, or special events.
- c. Weather-Related Closures: The park may be closed during severe weather conditions, including thunderstorms, heavy snowfall, extreme heat advisories, or flooding.
- d. Closures will be posted on the Town's website and at the park entrance.

2. Supervision & Responsibility

- a. Owners must remain in the park at all times while their dog is inside the designated off-leash area.
- b. Dogs may never be left unattended. Any dog left alone for more than 15 minutes may be removed by Animal Control.
- c. Owners must closely supervise their dogs and maintain voice control at all times.
- d. Children under 12 are not permitted inside the off-leash area. Children between 12 and 16 must be supervised by an adult (18+ years old).
- e. Owners must carry a leash at all times. No dogs shall be leashed inside the off-leash area to prevent leash aggression.

3. Dog Eligibility & Health Requirements

- a. Dogs must be at least 4 months old, up to date on vaccinations, and free from contagious diseases and parasites.
- b. Proof of rabies, distemper, and Bordetella vaccinations must be provided upon request by Town officials or Animal Control.
- c. Sick, injured, aggressive dogs, or dogs in heat are not permitted inside the dog park.
- d. Dogs must wear a collar with identification tags, including the owner's contact information.

4. Leash & Entry Procedures

- a. Dogs must be leashed (maximum 6' leash) at all times outside the Dog Park fence. Do not unleash your dog between your vehicle and the entrance.
- b. Leash and unleash your dog inside the double-gated area. Ensure your dog is fully unleashed before entering the main off-leash area to prevent leash aggression.

5. Behavior & Aggression Policy

a. Aggressive behavior will not be tolerated. Any dog showing signs of aggression, including growling, lunging, snapping, excessive barking, or bullying, must be removed immediately by its owner—NO EXCEPTIONS.

b. If a dog is involved in an altercation resulting in injury (to another dog or person), the owner must provide contact information to the other party and report the incident to the Rotterdam Parks Supervisor within 24 hours.

c. Aggressive dogs may be banned from the park, following this enforcement policy:

- First offense – Written warning.
 - Second offense – One-month suspension from the park.
 - Third offense – Permanent ban.
 - Severe incidents (e.g., biting) may result in immediate permanent expulsion.
- d. Owners disputing an aggression classification may request an appeal review by the Town's Animal Control Officer.

6. Maximum Dogs Per Owner & Dog Size Restrictions

a. Owners may have a maximum of three (3) dogs in the park at one time.

b. No dogs under 30 lbs are permitted in the main off-leash area, unless the town designates a separate small-dog section.

7. Prohibited Items & Activities

a. NO human food, dog food, or treats are allowed in the park. Sealed training treats are permitted for obedience work.

b. NO toys, ropes, bones, or high-value items that may trigger possessive behavior.

c. NO smoking, vaping, alcohol, glass containers, or amplified music.

d. NO bicycles, skateboards, rollerblades, or strollers are permitted inside the dog park.

8. Waste Cleanup & Sanitation

a. Owners must clean up after their dog immediately and dispose of waste in designated receptacles.

b. Failure to clean up may result in fines or suspension of park privileges.

9. Indemnification & Assumption of Risk

By entering the Dog Park, owners and handlers acknowledge that use of the park is at their own risk and agree to the following:

a. Assumption of Risk

- The Town of Rotterdam is not responsible for any injury, loss, or damage resulting from the use of the Dog Park.
- Owners assume full responsibility for any damage, injury, or loss caused by their dog, including harm to other dogs, people, or property.

b. Hold Harmless Clause

- Owners and handlers agree to indemnify, defend, and hold harmless the Town of Rotterdam, its officers, employees, agents, and volunteers from any claims, demands, damages, liabilities, costs, or expenses (including attorney fees) arising from:
 - Injuries or damages caused by their dog's actions.
 - Failure to comply with park rules.
 - Any incident occurring in the park, regardless of cause.

c. Release of Liability

- By entering the Dog Park, owners waive any right to sue the Town of Rotterdam for any personal injury, property damage, or loss incurred while using the park.

d. Reporting & Legal Compliance

- Any incidents involving bites, serious injury, or aggressive behavior must be reported to the Rotterdam Parks Department and, if necessary, filed with Animal Control.
- Owners are subject to local and state dog laws, including leash laws, licensing requirements, and liability statutes.

10. Enforcement & Penalties

- **First violation:** Verbal or written warning.
- **Second violation:** Fine and/or temporary suspension from park use.
- **Third violation:** Permanent loss of park privileges.
- Owners refusing to comply with removal requests may be subject to citation or legal action under town ordinances.

11. Contact Information

For park rules, closures, or to report an incident, contact:

 **Rotterdam Parks & Recreation** – [Phone Number]

 **Email** – [Email Address]

 **Animal Control** – [Phone Number]

Acknowledgment of Rules

By entering this off-leash dog park, you agree to comply with all park rules and acknowledge that failure to follow regulations may result in fines, suspension, or legal action.

RESOLUTION NO. 172.25

**TO ESTABLISH CAPITAL PROJECT EXPENDITURE LINE H136-WASTEWATER
TREATMENT PLANT FACILITY**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to establish Capital Project Expenditure Line H136, Wastewater Treatment Plant Facility upgrade, to allow for the proper recording of all associated revenues and expenditures.

SECTION 2. This resolution shall become effective April 23, 2025.

DATED: April 23, 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: April 23, 2025

TO: Mollie Collins – Town Supervisor

FROM: Jack Dodson – Deputy Supervisor

TITLE OF REQUEST: Establish a capital expenditure line H136 for the Wastewater Treatment Plant Facility upgrade.

TOWN BOARD MEETING: March 11, 2025

Background Information: The Town of Rotterdam has contracted with Barton and Loguidice to prepare an engineering report and design phase services for the wastewater treatment plant upgrade to meet SPDES effluent limits.

Evaluation/Analysis: Resolution 269.22 authorizes \$20,000,000 in bonds to proceed forward with the construction of wastewater treatment plant facility upgrades. A capital project account is required to record all associated revenues and expenditures.

Recommendation(s): Establish capital expenditure account H136 for the wastewater treatment plant facility upgrade.

Attachment/Document(s): Bond Resolution 269.22.

Compliance with Purchasing Policy: Project to be bid

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

BOND RESOLUTION 269.22

DATED SEPTEMBER 14, 2022

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 14, 2022, at 7:00 p.m., the following resolution was duly adopted:

**A RESOLUTION AUTHORIZING THE ISSUANCE OF AN ADDITIONAL
\$3,150,000 BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY
COUNTY, NEW YORK, TO PAY PART OF THE COST OF THE INCREASE
AND IMPROVEMENT OF THE FACILITIES OF SEWER DISTRICT NO. 2 IN
AND FOR SAID TOWN.**

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York, on November 19, 2021, duly adopted a bond resolution authorizing the issuance of \$16,850,000 serial bonds of said Town to pay the cost of the increase and improvement of Sewer District No. 2, in and for the Town of Rotterdam, Schenectady County, New York, being capital improvements to the Town's wastewater treatment plant located on Campbell Avenue in said Town, including original furnishings, equipment, machinery, apparatus, appurtenances, land or rights-in-land and incidental improvements and expenses in connection therewith.

WHEREAS, said capital project has been determined to be a Type I Action, pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, it has been determined will not result in any significant environmental adverse impact; and

WHEREAS, it has now been determined that the maximum estimated cost of such specific object or purpose is \$20,000,000, an increase of \$3,150,000 over that previously authorized; and

WHEREAS, it is now desired to authorize the issuance of an additional \$3,150,000 bonds of said Town for such specific object or purpose to pay a portion of the cost thereof; NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

THEREFORE, UPON MOTION of Councilmember **CHRISTOU**, seconded by,
Councilmember **DODSON**,

Section 1. For the specific object or purpose of paying additional costs of the increase and improvement of the facilities of Sewer District No. 2, in and for said Town of Rotterdam, Schenectady County, New York, consisting of capital improvements to the Town's wastewater treatment plant located on Campbell Avenue in said Town, including original furnishings, equipment, machinery, apparatus, appurtenances, land or rights-in-land and incidental improvements and expenses in connection therewith, there are hereby authorized to be issued an additional \$3,150,000 bonds of the Town of Rotterdam, Schenectady County, New York, pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of such specific object or purpose is now determined to be \$20,000,000, which specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is as follows:

- a) by the issuance of the \$16,850,000 bonds of said Town authorized to be issued pursuant to bond resolution dated and duly adopted November 19, 2021, which adoption is hereby ratified and confirmed; and
- b) by the issuance of the additional \$3,150,000 bonds of said Town authorized to be issued pursuant this bond resolution dated and duly adopted September 14, 2022

PROVIDED, HOWEVER, that to the extent that any grants-in-aid are received for such specific object or purpose, the amount of bonds to be issued pursuant to this resolution and the resolution of November 19, 2021, shall be reduced dollar for dollar.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years, pursuant to subdivision 4 of paragraph a of

Section 11.00 of the Local Finance Law, calculated from the date of issuance of the first obligations issued for said specific object or purpose.

Section 4. The faith and credit of said Town of Rotterdam, Schenectady County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from monies raised in said Sewer District in the manner provided by law, there shall annually be levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as said officer shall deem best for the interests of said Town; including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, said officer shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The

receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The Supervisor is hereby further authorized, in such officer's discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 12. This resolution, which takes effect immediately, or a summary thereof, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

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

DATED: September 14, 2022

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

The resolution was thereupon declared duly adopted.

* * * *

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on September 14, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 16, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 173.25

TO EXTEND THE TERM OF THE ENERGY ADVISORY COMMITTEE

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 amends Resolution 125.23 and Resolution 105.25 extending the Town of Rotterdam's Energy Advisory Committee for a new term ending on August 31, 2025.

SECTION 2. This resolution shall become effective April 23, 2025

DATED: April 23, 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: April 23, 2025

TO: Town Board

FROM: Teri A. Gallucci, Town Councilwoman

TITLE OF REQUEST: Extend the term of the Energy Advisory Committee until August 31, 2025 for Wind Code ONLY (Aligns with the completion of key informational guidance from the Natural Resource Inventory)

TOWN BOARD MEETING: April 23, 2025

Background Information: Extend the life of the Energy Advisory Committee to complete critical code development for wind.

Evaluation / Analysis: Due to the recent changes within the energy industry in addition to the State and Federal guidelines, it is prudent to extend the life of the Energy Advisory Committee to assist in incorporating prudent information for the development of wind code. This will also allow the team to incorporate information from the Natural Resource Inventory currently being developed, in addition to allowing time for the creation of educational material for a presentation to the Board and residents.

Recommendation(s): I recommend the Town Board grant an extension to August 31, 2025, to complete thoughtful research and code development for wind. This work is critical to the safety of Rotterdam residents.

Attachment / Document(s): Request for extension from Chairperson, Patricia Matelitz on behalf of the Energy Advisory Committee dated April 23, 2025.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: The Supervisor's Office

April 23, 2025

Dear EAC Town Board Liaisons,

The Energy Advisory Committee was established by Resolution 125.23 for the period March 8, 2023 to May 8, 2025. The purpose of the committee was to develop code for solar, wind and battery storage. The Energy Advisory Committee has been working for the past two years to update, clarify and ensure appropriate rigor in the Town of Rotterdam's Solar and Battery Storage codes. The volunteer committee is made up of residents from across the town who come with a range of skills and knowledge.

We have successfully completed two thirds of our work. Rotterdam's new solar code was voted on in September of 2024. While there is some overlap between the solar code and the battery code, the committee nevertheless had to do considerable research and learn for each of those pieces of legislation. Finding and codifying the best ways to protect the residents of the town while still allowing for change and innovation was challenging.

The committee would like to complete the last third of our work, writing proposed rules for wind energy. Again, while there will certainly be some overlap between wind energy and the two completed sections of code wind has its own issues and accommodations. We feel that with an additional 3 months of time we will be able to meet the safety needs of town residents and present the Town Board with this final section. The extension will also allow the committee to include consideration of the Natural Resource Inventory which is currently under development by the Conservation Advisory Committee.

In closing, the Energy Advisory Committee would like to make the following recommendation:

Extension of the Energy Advisory Committee appointment through August 31, 2025.

Respectfully submitted on behalf of the Energy Advisory Committee,

Patty Matelitz, EAC Chairwoman

RESOLUTION NO. 125.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO ESTABLISH AND APPOINT VARIOUS MEMBERS TO THE TOWN OF ROTTERDAM ENERGY ADVISORY COMMITTEE

WHEREAS, Town Law Section 64 vests the Town Board with the authority to appoint advisory committees; and

WHEREAS, the Town of Rotterdam (hereinafter “the Town” or “Town”) has enacted a moratorium on Solar Panel installations within the Town in order to review and amend its current local laws regulating such installations; and

WHEREAS, the Town Board wishes to establish the advisory committee and appoint the members of the advisory committee to serve in an advisory capacity to the Town Board and as volunteers who shall serve without compensation and make no official decisions on behalf of the Town; and

WHEREAS, the advisory committee shall be named the Town of Rotterdam Energy Advisory Committee; and

WHEREAS, the Town of Rotterdam Energy Advisory Committee shall be comprised of ten (10) members, to serve a term of approximately two (2) years; and

WHEREAS, the members shall be appointed by the Town Board and the Town Supervisor shall designate one individual as the Chairperson of the Town of Rotterdam Energy Advisory Committee;
NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby establishes the Town of Rotterdam Energy Advisory Committee and upon recommendation of the Town Supervisor hereby appoints Patricia Matelitz, as its first Chairperson.

SECTION 2. The Town Board hereby appoints Kimberly Ricker Scannell, Bruce Bonacquist, Patricia Matelitz, Dave Bills, Renee Mertens, Del Pierce, Stephan Mesick, Calvin Rugg, Dan Brudos and JD Clairmont, are hereby appointed as members of the Town of Rotterdam Energy Advisory Committee for a two (2) year term, commencing March 8, 2023 through March 8, 2025.

SECTION 3. This resolution shall become effective March 8, 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.



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

