

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

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

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. 102

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

RESOLUTION NO. 143.25

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 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			
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 1, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the March 26, 2025, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: April 9, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: April 9, 2025

Background Information: Attached. To adopt the meeting minutes from the March 26, 2025 Town Board Meeting.

Evaluation/Analysis: N/A

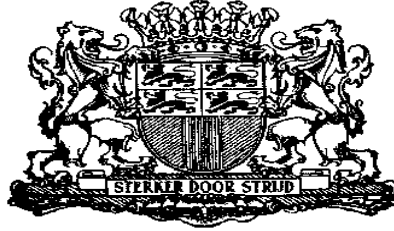
Recommendation(s): To place on Town Board agenda and Town Board meeting of April 9, 2025.

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

March 31, 2025

Certified Resolutions: #128.25-#142.25 and Order 1.25 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, March 26, 2025. The Town Board Agenda Meeting started at approximately 6:35 p.m. and was adjourned at approximately 6:41 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 7:31 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni. All agreed to adjourn the Town Board Meeting.

Councilmember Schlag was absent

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

March 26, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS

PUBLIC HEARING

PRESENTATIONS

- MS4 Annual Report

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS:

RESOLUTIONS

128.25 Accepting Town Board Meeting Minutes. Pg. 4

129.25 To authorize the Highway Department to erect a Deaf Child Area sign on Devendorf Road between Highbridge Road and Peter Road. Pg. 25

130.25 To accept a monetary donation from Karen Ferri for the Rotterdam Senior Center. Pg. 27

131.25 To accept a monetary donation from Patricia Pignatello for the Rotterdam Senior Center. Pg. 29

132.25 To declare one police vehicle obsolete and authorize it to be auctioned. Pg. 31

133.25 To appoint Frederick Blake to the position of Park Attendant. Pg. 34

134.25 To authorize final payment and a release of retainage to Consulting Engineering Inc. for the Water District No. 5 Leak Detection Survey Phases 3, 4 & 5. Pg.41

135.25 To negotiate and execute an agreement with Koester for repair of the West Campbell Road Pump Station. Pg. 51

136.25 To negotiate and execute an agreement with National Grid for upgraded electric service at the Wastewater Treatment Plant. Pg. 54

137.25 Call for bids for a new 20-ton equipment trailer for the Highway Department. Pg. 59

138.25 To accept bids and award contracts for Highway Materials: Crushed Limestone, Gravel & Sand. Pg. 75

139.25 To accept bids and award contracts for Highway Materials: Manhole Frame and Grates & Manhole Round Risers. Pg. 101

140.25 To accept bid and award contract for Tree Cutting and Removal Services. Pg. 124

141.25 To negotiate and execute an agreement with Barton & Logudice for professional engineering services for a preliminary engineering report related to water storage tank improvements – Schalmont school district area. Pg. 145

142.25 To accept a drainage easement and an access/maintenance easement from Hungry Hill Ventures LLC for the terminus of Wedgewood Heights. Pg. 183

ORDERS

- 1.25** To approve an order calling a public hearing on the Establishment of Extension No. 28 to Water District No. 5 in the Town of Rotterdam, Schenectady County, New York. Pg. 199

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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 128.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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 resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 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 March 31, 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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 129.25

TO AUTHORIZE THE HIGHWAY DEPARTMENT TO ERECT A DEAF CHILD AREA SIGN ON DEVENDORF ROAD BETWEEN HIGHBRIDGE ROAD AND PETER ROAD

WHEREAS, a deaf child resides on Devendorf Road between Highbridge Road and Peter Road; and

WHEREAS, the Town Board desires to erect a “Deaf Child Area” sign to notify residents and to protect the safety of the child.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Highway Superintendent is authorized to order and erect a “Deaf Child Area” sign on Devendorf Road between Highbridge Road and Peter Road.

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

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 resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 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 March 31, 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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 130.25

**TO ACCEPT A MONETARY DONATION FROM KAREN FERRI FOR THE
ROTTERDAM SENIOR CENTER**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts a monetary donation from Mrs. Karen Ferri in the amount of twenty-five and 00/100 (\$25.00) dollars, for the Rotterdam Senior Center.

SECTION 2. The funds shall be made available to the Rotterdam Senior Center by increasing the budget of “Programs for the Aging” (A-6772 4000) by \$25.00.

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

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 resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 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 March 31, 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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 131.25

TO ACCEPT A MONETARY DONATION FROM PATRICIA PIGNATELLO FOR THE ROTTERDAM SENIOR CENTER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts a monetary donation from Mrs. Patricia Pignatello in the amount of two hundred fifty and 00/100 (\$250.00) dollars, for the Rotterdam Senior Center.

SECTION 2. The funds shall be made available to the Rotterdam Senior Center by increasing the budget of “Programs for the Aging” (A-6772 4000) by \$250.00.

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

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 resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 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 March 31, 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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 132.25

TO DECLARE ONE POLICE VEHICLE OBSOLETE AND AUTHORIZE THEM TO BE AUCTIONED

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 declares the following vehicle obsolete and authorizes that it be sold at auction:
2020 Ford Explorer, VIN #1FM5K8AB9LGC50889 (95,442 miles)

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

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 resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 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 March 31, 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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 133.25

TO APPOINT FREDERICK BLAKE TO THE POSITION OF PARK ATTENDANT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Frederick Blake, of Rotterdam, New York 12303, is hereby appointed to the position of Park Attendant, provisionally, 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 become effective March 26, 2025.

DATED: March 26, 2025

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

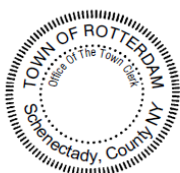
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 2025, and that the foregoing resolution is a true and correct transcript of the original 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 March 31, 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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 134.25

**TO AUTHORIZE FINAL PAYMENT AND A RELEASE OF RETAINAGE TO
CONSULTING ENGINEERING INC. FOR THE WATER DISTRICT NO. 5 LEAK
DETECTION SURVEY PHASES 3, 4 & 5**

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 authorize Final Payment and Release of Retainage to Consulting Engineering Inc. in the amount not to exceed thirty thousand eight hundred fifty and 00/100 (\$30,850.00) dollars.

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

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 resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 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 March 31, 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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 135.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KOESTER FOR REPAIR OF THE WEST CAMPBELL ROAD PUMP STATION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Koester located at 3101 Seneca Turnpike, Canastota, New York 13032, for repairs at the West Campbell Road pump station in the Town of Rotterdam, in the amount not to exceed three thousand seven hundred seventy-three and 97/100 (\$3,773.97) dollars.

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

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 resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 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.

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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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 136.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH NATIONAL GRID FOR UPGRADED ELECTRIC SERVICE AT THE WASTEWATER TREATMENT PLANT

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 National Grid, for the upgrade of electric service at the Wastewater Treatment Plant, located at 26 West-Campbell Road, Schenectady, NY 12306, in the amount not to exceed ninety five thousand seventy six and 73/100 (\$95,076.73) dollars.

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

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 resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 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.

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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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 137.25

CALL FOR BIDS FOR ONE (1) INTERSTATE MODEL 40 DLA OR COMPARABLE 20-TON EQUIPMENT TRAILER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for one (1) Interstate Model 40 DLA or Comparable 20-Ton Equipment Trailer.

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 April 9th, 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:

INTERSTATE MODEL 40 DLA OR COMPARABLE 20-TON EQUIPMENT TRAILER

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 9, 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: March 26, 2025

BidNet: Please publish on March 28, 2025

Daily Gazette: Please publish once on March 28, 2025

Town Clerk Post

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

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 resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 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 March 31, 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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 138.25

**TO ACCEPT BIDS AND AWARD CONTRACTS FOR HIGHWAY MATERIALS:
CRUSHED LIMESTONE, GRAVEL & SAND**

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:

CRUSHED LIMESTONE, GRAVEL & SAND

THEREFORE, UPON MOTION OF Supervisor COLLINS, seconded by Councilmember MASTROIANNI,

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 unit price per ton bid for Highway Material: **Crushed Limestone Size 1, Gravel Size Bank Run, Fill Sand and Road Sand** to Carver Sand & Gravel LLC. of P.O Box 890 2170 River Road, Coeymans, N.Y. 12045, pursuant to attached schedule.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the unit price per ton bids for Highway Materials: **Gravel Size Item #4** and **Road Sand** to Wm. Larned & Sons Inc., of 544 Burdeck Street, Schenectady, N.Y. 12306, pursuant to the attached schedule.

SECTION 3. The Town Board of the Town of Rotterdam does hereby accept and award the unit price per ton bids for Highway Materials: **Crushed Limestone 1A, 1B, 2, 3, & Rubble** to Cushing Stone Co., Inc. of 725 State Highway 5S, Amsterdam, N.Y. 12010, pursuant to the attached schedule.

SECTION 4. 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 proposals as submitted. Summary of bid prices are on file in the Town Clerk's office;

SECTION 5. This resolution shall become effective March 26, 2025.

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 resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 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 March 31, 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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 139.25

**TO ACCEPT BIDS AND AWARD CONTRACTS FOR HIGHWAY MATERIALS:
MANHOLE FRAME AND GRATES & MANHOLE ROUND RISERS**

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:

MANHOLE FRAME AND GRATES & MANHOLE ROUND RISERS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the unit cost/delivery bids for Highway Material: **Manhole Round Risers** to Ferguson Enterprises LLC, of 612 Pierce Road, Clifton Park, New York 12065, pursuant to attached schedule.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the unit cost/delivery bids for Highway Materials: **Manhole Frames & Grates and Manhole Frames Square Risers** to Guardian Concrete Products Inc. of 2140 Maxon Road Ext., Schenectady, New York 12308, pursuant to the attached schedule.

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 proposals as submitted. Summary of bid prices are on file in the Town Clerk's office;

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

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 resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 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 March 31, 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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 140.25

TO ACCEPT BID AND AWARD CONTRACT FOR TREE CUTTING AND REMOVAL 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:

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 does hereby accept and award the bid for Tree Cutting and Removal Services, for the Town of Rotterdam to Harmony Tree Service of 350 Mariaville Road, Rotterdam, New York 12306, in the amount not to exceed the daily rate/total cost per day (8 hours) of four thousand fifty five and 28/100 (\$4,055.28) dollars, and a crane rental fee of one thousand two hundred and 00/100 (\$1,200.00) dollars per 8-hour day, on an as needed basis. The above daily rate includes: Bucket Truck Rental (8 hours), Chipper Equipment Rental (8 hours), Tree Removal Truck (8 hours) and Logging Truck (8 hours).

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

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

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 resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 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 March 31, 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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 141.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE
FOR PROFESSIONAL ENGINEERING SERVICES FOR A PRELIMINARY
ENGINEERING REPORT RELATED TO WATER STORAGE TANK IMPROVEMENTS –
SCHALMONT SCHOOL DISTRICT AREA**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services to prepare a Preliminary Engineering Report (PER) for Water District No. 5, to site a new water storage tank in the Schalmont School District area of the Town, in an amount not to exceed thirty-five thousand and 00/100 (\$35,000.00) dollars.

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

DATED: March 26, 2025

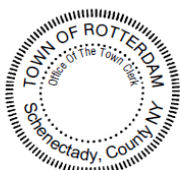
NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag (Absent)			
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 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 March 31, 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, March 26, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 142.25

**TO ACCEPT A DRAINAGE EASEMENT AND AN ACCESS/MAINTENANCE EASEMENT
FROM HUNGRY HILL VENTURES LLC FOR THE TERMINUS OF WEDGEWOOD
HEIGHTS**

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

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts permanent easements as depicted on the Site Plan prepared by ABD Engineers and Surveyors entitled Grading & Utilities & Layout Plan, 1002 Wedgewood Heights Warehouse/Offices, as prepared by ABD Engineers and Surveyors dated November 21, 2024 and last revised March 10, 2025.

SECTION 2. Permanent easements for drainage and access/maintenance attached hereto from Hungry Hill Ventures, LLC, having an address of 250 Suits Road, Duaneburg, New York 12053 to the Town of Rotterdam having an address of 1100 Sunrise Boulevard, Rotterdam, NY, 12306.

SECTION 3. The Town Board hereby authorizes the Town Supervisor to execute all documents required for acceptance of these easements subject to review and approval as to form by the Attorney for the Town.

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

DATED: March 26, 2025

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

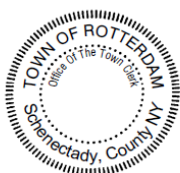
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 2025, and that the foregoing resolution is a true and correct transcript of the original 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 March 31, 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, 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 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



RESOLUTION NO. 144.25

TO APPOINT A POLICE OFFICER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

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) doallrs, commencing April 14, 2025.

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

DATED: April 9, 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: March 27, 2025
TO: Rotterdam Town Board
FROM: Deputy Chief William Male
TITLE OF REQUEST: Appoint Kyle R. Binkley to the position of Police Officer.

TOWN BOARD MEETING: April 9, 2025

Background Information: This Police Officer position has been budgeted and replaces an existing vacancy at the Police Department.

Evaluation/Analysis: Binkley was chosen from a list of several lateral transfer candidates who were interviewed by a panel of Police Department Command Staff. He subsequently passed a background investigation. Binkley is transferring from the Glenville Police Department.

Recommendation(s): Appoint Kyle R. Binkley to the position of Patrolman 5th, full time, probationary with full employee benefits, at an annual salary of \$69,023.88 effective April 14, 2025.

Attachment/Document(s): Civil service application.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD

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



Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Police Officer
POSITION TITLE

EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT.
USE ONLY

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

2. Name and Legal Residence

Binkley Kyle R
Last Name First Name Middle Initial

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

Saratoga Greenfield Center NY
County City, Town, Village State Zip

Home Phone Number Cell Phone

Email Address

If mailing address is different:

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

County City, Town, Village State Zip

Social Security Number

3. Police Officer & Firefighter Candidates Only:

Date of Birth (MM/DD/YYYY)

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

	Name	Years	Months
State of:	<u>New York</u>		
County of:	<u>Saratoga</u>		
Village of:			
Town of:			
City of:	<u>Greenfield Center</u>		
School District	<u>Saratoga City</u>		

5. Citizenship

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

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

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

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

Religious ☐ Military ☐ Disability ☐

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

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

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

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

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

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

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

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

REMARKS: N/A

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

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

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

High School						
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?					YES ☒ NO ☐	
If Yes, Name and Location of High School or Issuing Government Authority:		Schenectady High School 1 Sabine Drive Rotterdam, NY 12306				
Equivalency Diploma Number:						
College, University, Professional or Technical School						
Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate?		Date Degree Expected or Received
				Yes	No	
HVCC	60	Assoc Degree	Criminal Justice	X		

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

Length of Employment	Firm Name:	Town of Glenville
	Firm Address:	18 Glenridge Rd, Glenville NY 12302
	Description of Duties:	
Employment Details		
Your Exact Title Police Officer		
Name of Your Supervisor Bob Kirkum		
Supervisor's Title Supervisor		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving Present		
Length of Employment	Firm Name:	City of Schenectady Police Dept
From:	Firm Address:	
To:	Description of Duties:	
Employment Details		
Your Exact Title Police Officer		
Name of Your Supervisor Gary McCarthy		
Supervisor's Title Mayor		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		

Length of Employment		Firm Name:	Town of Rotterdam
From:	[REDACTED]	Firm Address:	1100 Sunrise Blvd 12346
To:	[REDACTED]	Description of Duties:	
Month/Year (mm/yyyy)			
Employment Details			
Your Exact Title			
Senior Laborer			
Name of Your Supervisor			
Supervisor's Title		Larry Lamora	
Hours worked / wk. (exclusive of overtime)			
Reason for Leaving			
Got job with Schenectady Police Dept			
Length of Employment		Firm Name:	
From:		Firm Address:	
To:		Description of Duties:	
Month/Year (mm/yyyy)			
Employment Details			
Your Exact Title			
Name of Your Supervisor			
Supervisor's Title			
Hours worked / wk. (exclusive of overtime)			
Reason for Leaving			

THIS AFFIRMATION MUST BE COMPLETED

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

[Signature]
Signature of Applicant

Kyle Binkley
Print Name

03/06/25
Date

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

RESOLUTION NO. 145.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____, **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			
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 1, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for March \$5,603.58 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: April 9, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: April 9, 2025

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of April 9, 2025.

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

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

Account Description	Fee Description	Account#	Qty	Local Share
Bingo 3%	Bingo 3%	A2530	10	382.74
			Sub-Total:	\$382.74
Conservation	Conservation	A1255	7	12.34
			Sub-Total:	\$12.34
Dog Licensing	Exempt Dog	A2544	1	0.00
Dog Licensing	Female, Spayed	A2544	66	924.00
Dog Licensing	Female, Unspayed	A2544	15	255.00
Dog Licensing	Male, Neutered	A2544	100	1,400.00
Dog Licensing	Male, Unneutered	A2544	20	340.00
			Sub-Total:	\$2,919.00
Ez pass	Ez Pass	A1255	4	100.00
			Sub-Total:	\$100.00
GENERAL LIC.	Junkyard Permit	A2545	2	1,000.00
			Sub-Total:	\$1,000.00
Late Fees	Late Fee -Dog Renewal	A1550	23	230.00
			Sub-Total:	\$230.00
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	3	52.50
			Sub-Total:	\$52.50
Misc	Impoundment Fees - Dogs	A1550	1	10.00
			Sub-Total:	\$10.00
MISC. FEES	Boarding - Dog		4	20.00
MISC. FEES	Certified Copies	A1255	99	990.00
	Redemption - Dog		1	10.00
			Sub-Total:	\$1,020.00
parade vending permit	Parade Permit	A002545	1	25.00
			Sub-Total:	\$25.00
PERMIT FEES	Garage Sale	A2590	9	45.00
			Sub-Total:	\$45.00
Senior Discount	Senior Discount	A2544	66	-643.00
			Sub-Total:	-\$643.00
Soliciting	Soliciting Hawking Peddler	A2545	3	450.00
			Sub-Total:	\$450.00

Account Description	Fee Description	Account#	Qty	Local Share
Total Local Shares Remitted:				\$5,603.58
Amount paid to:	NYS Ag. & Markets for spay/neuter program			271.00
Amount paid to:	NYS Environmental Conservation			197.66
Amount paid to:	State Health Dept. For Marriage Licenses			67.50
Total State, County & Local Revenues:				\$6,139.74
Total Non-Local Revenues:				\$536.16

To the Supervisor:

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

Mollie A. Collins 4-1-25 Diane M. Marco 4-1-2025
 Supervisor Date Town Clerk Date

*Monthly Worksheet of Daily Work
March 2025*

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
3/3/2025	\$350.00	\$0.00	\$0.00	\$0.00	\$270.00	\$29.00	\$241.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/4/2025	\$190.00	\$25.00	\$23.62	\$1.38	\$130.00	\$14.00	\$116.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/5/2025	\$186.00	\$25.00	\$23.62	\$1.38	\$126.00	\$14.00	\$112.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/6/2025	\$296.00	\$5.00	\$4.72	\$0.28	\$171.00	\$19.00	\$152.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00
3/7/2025	\$291.00	\$0.00	\$0.00	\$0.00	\$271.00	\$27.00	\$244.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/10/2025	\$617.13	\$0.00	\$0.00	\$0.00	\$185.00	\$15.00	\$170.00	\$0.00	\$0.00	\$0.00	\$62.13	\$0.00	\$0.00	\$0.00	\$0.00
3/11/2025	\$406.67	\$0.00	\$0.00	\$0.00	\$75.00	\$8.00	\$67.00	\$0.00	\$0.00	\$0.00	\$41.67	\$0.00	\$0.00	\$0.00	\$0.00
3/12/2025	\$95.00	\$0.00	\$0.00	\$0.00	\$65.00	\$8.00	\$57.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/13/2025	\$174.97	\$0.00	\$0.00	\$0.00	\$131.00	\$18.00	\$113.00	\$0.00	\$0.00	\$0.00	\$23.97	\$0.00	\$0.00	\$0.00	\$0.00
3/14/2025	\$96.00	\$0.00	\$0.00	\$0.00	\$81.00	\$12.00	\$69.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/17/2025	\$273.35	\$0.00	\$0.00	\$0.00	\$165.00	\$14.00	\$151.00	\$0.00	\$0.00	\$0.00	\$58.35	\$0.00	\$0.00	\$0.00	\$0.00
3/18/2025	\$116.31	\$0.00	\$0.00	\$0.00	\$20.00	\$2.00	\$18.00	\$0.00	\$0.00	\$0.00	\$26.31	\$0.00	\$0.00	\$0.00	\$0.00
3/19/2025	\$317.47	\$35.00	\$32.34	\$2.66	\$135.00	\$18.00	\$117.00	\$0.00	\$0.00	\$0.00	\$37.47	\$0.00	\$0.00	\$0.00	\$0.00
3/20/2025	\$254.59	\$50.00	\$47.24	\$2.76	\$76.00	\$11.00	\$65.00	\$0.00	\$0.00	\$0.00	\$58.59	\$0.00	\$0.00	\$0.00	\$0.00
3/21/2025	\$235.00	\$0.00	\$0.00	\$0.00	\$135.00	\$14.00	\$121.00	\$80.00	\$45.00	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/24/2025	\$790.00	\$0.00	\$0.00	\$0.00	\$100.00	\$9.00	\$91.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/25/2025	\$245.00	\$0.00	\$0.00	\$0.00	\$60.00	\$8.00	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/26/2025	\$711.05	\$5.00	\$4.72	\$0.28	\$131.00	\$14.00	\$117.00	\$0.00	\$0.00	\$0.00	\$25.05	\$0.00	\$0.00	\$50.00	\$0.00
3/27/2025	\$56.97	\$0.00	\$0.00	\$0.00	\$15.00	\$1.00	\$14.00	\$0.00	\$0.00	\$0.00	\$26.97	\$0.00	\$0.00	\$0.00	\$0.00
3/28/2025	\$220.00	\$0.00	\$0.00	\$0.00	\$140.00	\$10.00	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/31/2025	\$217.23	\$65.00	\$61.40	\$3.60	\$65.00	\$6.00	\$59.00	\$40.00	\$22.50	\$17.50	\$22.23	\$0.00	\$0.00	\$0.00	\$0.00
Audited by dmm 3/31/2025	\$6,139.74	\$210.00	\$197.66	\$12.34	\$2,547.00	\$271.00	\$2,276.00	\$120.00	\$67.50	\$52.50	\$382.74	\$0.00	\$0.00	\$100.00	\$0.00

SUPERIOR PRESS • 888-590-7998 JB-3920167

DATE April 1, 2025

29-7/213

PAY
TO THE
ORDER OF

OF Mollie Collins Supervisor

\$ 5603.58

Five thousand six hundred three and 58/100 DOLLARS

KeyBank 

KeyBank National Association

MEMO

KeyBank National Association
Revised March 2025

P. Comf M. M. M. M.
town clerk

Mobile Deposit Sale
Details on ba

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 _____,
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 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			
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: March 26, 2025

TO: Mollie Collins – Town Supervisor

FROM: James Keith – Senior Building Inspector

TITLE OF REQUEST: Trane-Rotterdam Town Mechanical/Controls Repairs 2025

TOWN BOARD MEETING: April 9, 2025

Background Information: TRANE installed Tracer Summit Program and updated in approximately 2009 and the Town has been using this system to heat and cool the building. TRANE is the sole provider.

Evaluation/Analysis: TRANE is the provider for the heating and cooling system at Town Hall.

Recommendation(s): Authorize Supervisor to sign agreement for Trane to provide and install new Trane equipment, Trane temperature controls and Trane sensors in an amount not to exceed \$64,814.00.

Attachment/Document(s): TRANE quote dated March 4, 2025.

Compliance with Purchasing Policy: Yes.

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Trane U.S. Inc.
301 Old Niskayuna Road, Suite 1
Latham, NY 12110
Phone: (518) 785-1315

March 04, 2025

Rotterdam Town Hall
1100 Sunrise Blvd Ste 1
Schenectady, NY 12306

ATTENTION: Jim Keith

PROJECT NAME: Rotterdam Town Hall Mechanical/Controls Repairs 2025

Provide & install new Trane equipment, Trane temperature controls, and Trane sensors listed below to replace defective equipment discovered during the Trane VAV Box Retro commissioning project.

I. Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 6)

Item	Tag(s)	Area Served	Qty	Description	Model Number
A1	VAV-3 (RTU-5)	2 nd Fl. Receiver of Taxes	1	Variable Air Volume Single Duct Terminal	VCWF08
A2	VAV-4 (RTU-5)	2 nd Fl. Town Clerk	1	Variable Air Volume Single Duct Terminal	VCWF08
A3	VAV-6 (RTU-5)	3 rd Fl. Payroll Storage	1	Variable Air Volume Single Duct Terminal	VCWF08
A4	VAV-10 (RTU-5)	3 rd Fl. Rear Storage	1	Variable Air Volume Single Duct Terminal	VCWF05
A5	VAV-13 (RTU-5)	3 rd Fl. North Hallway	1	Variable Air Volume Single Duct Terminal	VCWF06
A6	VAV-15 (RTU-5)	2 nd Fl. Central Hallway	1	Variable Air Volume Single Duct Terminal	VCWF05

Product Data - Variable Air Volume Single Duct Terminal Units

Single duct with hot water heat
Matte faced insulation - 1/2" (13 mm)
Trane Symbio 210 DDC Controller (Water heat- Modulating)
Electronic Damper Actuator
Same side coil connections and control connections
Air - Fi Wireless Communication Module
Duct temperature sensor
2 Row Hot Water Coil
Trane Air-Fi – Wireless Temperature Sensor
1st year labor warranty whole unit



Installation (Variable Air Volume Single Duct Terminal Units) to include: (Qty: 6)

- Lockout / Tagout Existing VAV Box Power Supply and Hot Water Piping
- Disconnect Existing VAV Box Power Wiring, Temperature Control Wiring, Hot Water Supply/Return Piping, Ductwork.
- Dispose of Existing VAV Box
- Decommission Existing VAV Box from the Trane Tracer Building Automation System.
- Install and Re-Hang New VAV Box in place of the existing VAV Box
- Install new wireless network coordinators and wire devices to the existing Trane Tracer SC+ Building Automation Controller
- Address, identify, and program new Trane VAV Symbio 210 Controller.
- Create wireless network infrastructure within the Trane Building Automation System.
- Re-connect Existing Power wiring, Temperature control wiring, Hot water Supply/Return Piping, and Ductwork.
- Remove the Lockout / Tagout and restore Existing VAV Box Power Supply and Hot Water Piping.
- Connect new Trane VAV Symbio 210 Controller to the Existing Trane Tracer Building Automation System and setup the following:
 - Rooftop/VAV Box coordination
 - Control Points

- Alarms
- Schedules
- Data Trends
- Equipment Graphics
- Test VAV System for proper operation

II. Tag Data - VAV Round (Retrofit) Terminal Units (Qty: 7)

Item	Tag(s)	Qty	Description	Model Number
B1	VAV-Supervisor's Hallway (RTU-6) VAV-Supervisor's Office (RTU-6) VAV-Supervisor's Lobby (RTU-6) VAV-Deputy Supervisor (RTU-6) VAV-DPW Office (RTU-6) VAV-Break Room (RTU-6) VAV-I.T. Room (RTU-6)	7	VAV Round (Retrofit) Terminal Units (RIRO)	VRRF06-08

Product Data - VAV Round (Retrofit) Terminal Units

Round single duct terminal
Trane Symbio 210 DDC Controller
Electronic Damper Actuator
Air - Fi Wireless Communication Module
Duct temperature sensor
Trane Air-Fi – Wireless Temperature Sensor
1st year labor warranty whole unit



Installation (VAV Round (Retrofit) Terminal Units) to include: (Qty: 7)

- Lockout / Tagout Existing VAV Box Power Supply.
- Disconnect Existing VAV Box Power Wiring, Temperature Control Wiring, Ductwork.
- Dispose of Existing VAV Box
- Decommission Existing VAV Box from the Trane Tracer Building Automation System.
- Install and Re-Hang New VAV Box in place of the existing VAV Box
- Install new wireless network coordinators and wire devices to the existing Trane Tracer SC+ Building Automation Controller
- Address, identify, and program new Trane VAV Symbio 210 Controller.
- Create wireless network infrastructure within the Trane Building Automation System.
- Re-connect Existing Power wiring, Temperature control wiring, and Ductwork.
- Remove the Lockout / Tagout and restore Existing VAV Box Power Supply.
- Connect new Trane VAV Symbio 210 Controller to the Existing Trane Tracer Building Automation System and setup the following:
 - Rooftop/VAV Box coordination
 - Control Points
 - Alarms
 - Schedules
 - Data Trends
 - Equipment Graphics
- Test VAV System for proper operation

III. Provide & Install New Hot Water Control Valves for the following VAV Boxes: (Qty: 4)

- 1st Fl. Entrance Hallway VAV
- 2nd Fl. Conference Room VAV
- 3rd Fl. North Hallway VAV
- 3rd Fl. South Hallway VAV
- Lockout / Tagout Hot Water Piping
- Remove Existing Hot Water Control Valve
- Install New Hot Water Control Valve in its place
- Remove Lockout/Tagout and restore hot water to unit
- Test Control Valve for proper operation

IV. Provide & Install Additional Trane Sensors:

- 3rd Fl. Payroll Storage VAV Box supplies air to 4 different rooms (3 Offices & break room)
 - Provide & Install (3) additional wireless space temperature sensors and implement averaging temperature program to optimize temperature control evenly across all areas served.
- 3rd Fl. Comptroller Area VAV Box supplies air to 4 different rooms (4 Offices)
 - Existing Temperature Sensor is located in the hallway outside of the offices
 - Provide & Install (4) additional wireless space temperature sensors and implement averaging temperature program to optimize temperature control evenly across all areas served.
- 2nd Fl. Conference Room / DA Office VAV Box supplies air to each space
 - Provide & Install (1) additional wireless space temperature sensor and implement averaging temperature program to optimize temperature control evenly across all areas served.
- 2nd Fl. Town Clerk Office
 - Provide & Install (1) wireless space occupancy sensor to better control the random office schedule.
- 2nd Fl. Receiver of Taxes Office
 - Provide & Install (1) wireless space occupancy sensor to better control the random office schedule.
- 2nd Fl. Hallway
 - Provide & Install (1) VAV Box pressure sensor to replace the existing defective sensor.
- 1st Fl. Assessors Office
 - Provide & Install (1) VAV Box pressure sensor to replace the existing defective sensor.

PRICING AND ACCEPTANCE

TOTAL PRICE:.....\$64,814.00 USD

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from March 04, 2025.
5. Excludes any disassembly of ceiling grid required.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Jacob Schatz
Account Manager
518-598-5485

This agreement is subject to Customer’s acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date
Trane’s License Number:

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”) including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the “Limited Warranty”). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company (“Third-Party Product(s)”) are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY**

MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (1024)
Supersedes 1-10.48 (0821)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2

APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



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 _____,

seconded by Councilmember _____,

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			
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 2, 2025

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Alison Grace, Town Comptroller
Morgan Coryer, Personnel and Benefits Administrator

TITLE OF REQUEST: Correction to resolution 133.25 appointing Frederick Blake to the position of Park Attendant as provisional.

TOWN BOARD MEETING: April 9, 2025

Background Information: Frederick Blake was appointed on March 26, 2025 to the position of Park Attendant as a provisional position. The position is not competitive so the appointment should be corrected to reflect that it is probationary, not provisional.

Recommendation: Correction to the appointment of Frederick Blake's position

Attachment/Document(s): Original certified resolution 133.25

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

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

RESOLUTION NO. 133.25

TO APPOINT FREDERICK BLAKE TO THE POSITION OF PARK ATTENDANT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Frederick Blake, of Rotterdam, New York 12303, is hereby appointed to the position of Park Attendant, provisionally, 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 become effective March 26, 2025.

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 resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 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 March 31, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 148.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for 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			
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: 4/3/2025

FROM: Justin Peterson, Sr. Water Plant Operator

TITLE OF REQUEST: Bucket Truck Purchase

TO: Town Board

TOWN BOARD MEETING: 4/9/2025

Background Information: The Parks Department is in need of a bucket truck to place and remove banners and snowflakes. Currently a lift needs to be rented each time the decorations go up and come down.

Evaluation/Analysis: The purchase of a used bucket truck would be more cost effective for the long term.

Recommendation(s): Place a solicitation for (1) used bucket truck on BIDNET in order to obtain the best price and comply with the purchasing policy.

Attachment/Document(s): Vehicle Spec. sheet.

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY:

Town of Rotterdam

Used Bucket Truck

Model year 2012 or newer Ford F350, F450 or F550 Preferred

Ram 3500, 4500, 5500 Considered

Regular Cab

White exterior paint preferred

75,000 Miles or less

Gasoline engine

Automatic Transmission

4x4 or 4x2 are acceptable

Bucket weight capacity 300 pounds or greater

9 ft body preferred

Telecommunication Style with bucket entry/exit at rear of vehicle

Bucket height range of 29-39 ft when extended

Amber safety lights on boom

Delivery to 49 Rice Rd. Schenectady, NY 12306 within 30 days of award is included.

Lift, chassis and body must be in good physical and mechanical condition with no leaks, damage, service lights, rust, dry rot, holes or rips in interior or exterior of vehicle

Carfax vehicle history report must be provided along with bid for each vehicle

Include vehicle location and viewing availability or web link to recent good quality photos

No Rebuilt/Salvage title vehicles

Vehicle should be washed and cleaned in/out and be ready for service

Vehicle must be able to pass NYS safety inspection upon delivery

Questions or deviations from this spec should be confirmed via email at

jpeter@rotterdamny.org prior to bidding.



Town of Rotterdam

***Department of Public Works
Request for Bids:***

**One (1) Used Bucket Truck
Model Year 2012 Or Newer**

***Bid Opening:
Tuesday, April 29, 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:

***One (1) Used Bucket Truck
Model Year 2012 Or Newer***

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

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

Signature

Name of Company or Corporation

Address

City

State

Zip

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:

**Town of Rotterdam
Used Bucket Truck**

- **Model year 2012 or newer Ford F350, F450 or F550 Preferred**
- **Ram 3500, 4500, 5500 Considered**
- Regular Cab
- White exterior paint preferred
- 75,000 Miles or less
- Gasoline engine
- Automatic Transmission
- 4x4 or 4x2 are acceptable
- Bucket weight capacity 300 pounds or greater
- 9 ft body preferred
- Telecommunication Style with bucket entry/exit at rear of vehicle
- Bucket height range of 29-39 ft when extended
- Amber safety lights on boom
- Delivery to 49 Rice Rd. Schenectady, NY 12306 within 30 days of award is included.
- Lift, chassis and body must be in good physical and mechanical condition with no leaks, damage, service lights, rust, dry rot, holes or rips in interior or exterior of vehicle
- Carfax vehicle history report must be provided along with bid for each vehicle
- Include vehicle location and viewing availability or web link to recent good quality photos
- No Rebuilt/Salvage title vehicles
- Vehicle should be washed and cleaned in/out and be ready for service
- Vehicle must be able to pass NYS safety inspection upon delivery

Bid: \$ _____

NOTE: Questions or deviations from this spec should be confirmed via email at jpetereson@rotterdamny.org prior to bidding.

INSTRUCTIONS TO BIDDERS

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

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

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

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

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New York State Division of Human Rights (DHR)

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

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

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint 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.

RESOLUTION NO. 149.25

CALL FOR BIDS FOR 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 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			
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 2, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Requesting Bids for Fire Hydrants and Hydrant Flags

TOWN BOARD MEETING: April 9, 2025

Background Information: Replacement of inventory

Evaluation/Analysis: Pursuant to Town Standard Specifications.

Recommendation(s): Bid Fire Hydrants to be opened on April 22, 2025, at 10:00am, with the intent to award at the April 23, 2025 Town Board Meeting, following review of all bids submitted.

Attachment/Document(s): Bid packet with specifications for Fire Hydrants and Hydrant Flags.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office



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

Name of Company or Corporation

Address

City

State

Zip

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>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>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			
<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: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

Email: _____

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

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

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

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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.

RESOLUTION NO. 150.25

**TO AUTHORIZE A FINAL RELEASE OF RETAINAGE TO WOLFE EXCAVATING
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 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			
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: March 4, 2025

TO: Mollie Collins, Town Supervisor

FROM: Charles Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Authorize the release of final payment of retainage for Curry Road Sewer Improvement Project.

TOWN BOARD MEETING: April 9, 2025

Background Information: Wolfe Excavating has been the General Contractor for the Curry Road Sewer Improvement project.

Evaluation/Analysis: Project is complete. Retainage release needs to be authorized by the Town Board in order to issue final payment to the contractor.

Recommendation(s): Authorize the Supervisor and/or the Town Comptroller to execute all documents necessary to release retainage and issue Final Payment #4 to Wolfe Excavating in the amount of \$18,354.71.

Attachment/Document(s): Payment Application #4 and Voucher.

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisors Office

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGE(S)

BILL TO: Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306

PROJECT: Special Improvement Area Curry Rd Sewer Improvement Project

APPLICATION NO: 4 (Final)

Distribution to: Wolfe Excavation LLC

PERIOD TO: 6/24/2024

FROM CONTRACTOR: Wolfe Excavation LLC

ARCHITECT: Mike Connors

CONTRACT FOR: Contract 1

PROJECT NOS: 32018.01

CONTRACT DATE: 1/9/2024

☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM	\$ 427,144.00
2. Net change by Change Orders	\$ (60,049.75)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 367,094.25
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 367,094.25
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 18,354.71
b. 5 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 18,354.71
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 348,739.54
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 348,739.54
8. CURRENT PAYMENT DUE	\$ 18,354.71
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		60,049.75
TOTALS	0.00	60,049.75
NET CHANGES by Change Order	(60,049.75)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

State of New York

County of Greene Saratoga

Subscribed and sworn to before me this 26th day of July

Notary Public: Kara Gutowski

My Commission expires: 5/24/2025

KARA GUTOWSKI
Notary Public, State of New York
No. 01GU6417779
Qualified in Washington County
Commission Expires 05/24/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

CONTINUATION SHEET

AIA DOCUMENT G703

Page of

Pages

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.

4 (Final)

07/19/24

06/24/24

32018.01

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	CONTRACT VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
	Retainage		(D + E)						
1	Mobilization	20,000.00	20,000.00			20,000.00	100%		1,000.00
2	Selective Demo	15,000.00	15,000.00			15,000.00	100%		750.00
3	Pipework	225,000.00	225,000.00			225,000.00	100%		11,250.00
4	Paving	15,000.00	10,000.00			10,000.00	67%	5,000.00	500.00
5	Fencing	30,000.00	30,000.00			30,000.00	100%		1,500.00
6	Landscaping/Restoration	22,144.00	22,144.00			22,144.00	100%		1,107.20
7	Allowance	100,000.00	9,230.92	35,719.33		44,950.25	45%	55,049.75	2,247.51
8									
9									
	GRAND TOTALS	427,144.00	331,374.92	35,719.33		367,094.25	86%	60,049.75	18,354.71

**Conditional
Waiver and Release of Lien**

The duly authorized undersigned officer for the vendor, Everett J. Prescott, in consideration of payment in the amount of \$22,711.09 and conditioned upon payment of check and the clearance of funds to the undersigned by Wolfe Excavation LLC, in said amount, waive and releases it right to claim a lien for labor, services or materials furnished to Wolfe Excavation LLC for the project **Curry Rd Sewer Improvement Project in Rotterdam NY** through the date of 6/30/2024.

Vendor: Everett J. Prescott
198 Ushers Rd.
Round lake NY 12151

By:



HELENA STEWART - DIVISION MANAGER

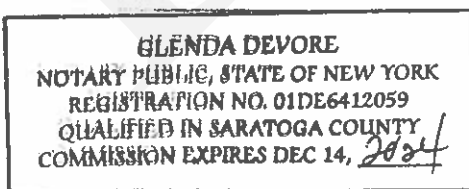
Printed Name & Title

State of New York
County of Saratoga

The foregoing instrument was acknowledged before me this 26th day of July, 2024
By Helena Stewart, who is known to me.



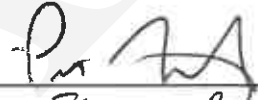
Notary Public Signature



**Conditional
Waiver and Release of Lien**

The duly authorized undersigned officer for the vendor, Palette Stone Corporation, in consideration of payment in the amount of \$11,948.84, and conditioned upon payment of check and the clearance of funds to the undersigned by Wolfe Excavation LLC, in said amount, waive and releases it right to claim a lien for labor, services or materials furnished to Wolfe Excavation LLC for the project **Curry Rd Sewer Improvement Project in Rotterdam NY** through the date of 6/27/2024.

Vendor: Palette Stone Corporation
269 Ballard Road
Wilton, NY 12831

By: 
Peter Fitzgerald, Authorized Rep
Printed Name & Title

State of New York
County of Saratoga

The foregoing instrument was acknowledged before me this 28 day of June, 2024
By Peter Fitzgerald, who is known to me.


Notary Public Signature

AMY JO WRIGHT
Notary Public, State of New York
Essex County, No. 01WR0019902
Commission Expires: 01/16/28

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 A.M., Prevailing Time.

ORDER 2.25

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	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 _____,
seconded by Councilmember _____,

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 ____ 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: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

The Order was thereupon declared duly adopted.

* * * * *

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 **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 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

(CORPORATE SEAL)

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 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 _____ day
of April, 2025.

Notary Public

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 _____ 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

_____/s/Diane M. Marco
Town Clerk