



**U.S. COMMUNITIES™**  
GOVERNMENT PURCHASING ALLIANCE



**SAMPLE PUBLIC AGENCY STAFF REPORT  
APPROVING USE OF U.S. COMMUNITIES PROGRAM**

Insert Date: XXXXX XX, 2003

**TO:** [Insert Public Agency Governing Board Name]  
**FROM:** [Insert Staff Name and Title]  
**SUBJECT: ORDER AUTHORIZING EXECUTION OF REGISTRATION BETWEEN [Insert Public Agency Name] AND U.S. COMMUNITIES**

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**RECOMMENDATION:** Adoption of attached resolution authorizing [Insert Public Agency Name] to register for the U.S. Communities Cooperative Purchasing Program.

**FISCAL IMPACT:** There is no cost to participate in this program. Staff believes participation in this program will produce fiscal benefits and will provide the best value to the taxpayers of [Insert Public Agency Name] through the anticipated savings to be realized by this program.

**BACKGROUND:** The [Insert Public Agency Name] currently participates where possible in a number of local, regional and state cooperative purchasing programs. The goal is to aggregate our purchasing power with much larger agencies thus saving [Insert Public Agency Name] money and maximizing the use of public funds. U.S. Communities, a nonprofit instrumentality of government is a national cooperative purchasing alliance that offers public agencies contracts that have been competitively solicited by lead government agencies for use by other government agencies. Several agencies in the [Insert State Name] are using this program and saving money for their communities. Since this program is voluntary the [Insert Public Agency Name] can use the contracts that best fit our specific needs and requirements.

**SUMMARY:** Adoption of resolution will enable the [Insert Public Agency Name] to realize real benefits for our community both in term of dollar savings but also in our ability to maximize the use of available resources.

# RESOLUTION

## PARTICIPATION IN THE U.S. COMMUNITIES COOPERATIVE PURCHASING ALLIANCE

**WHEREAS;** the [Insert Public Agency Name] pursuant to the authority granted in [Insert Authorizing Statute from U.S. Communities homepage] desires to participate in the U.S. Communities Cooperative Purchasing Alliance. Said Alliance is sponsored by the Association of School Business Officials International; the National Association of Counties; the National Institute of Governmental Purchasing; the National League of Cities; the United States Conference of Mayors and [Insert State Sponsors if applicable];

**WHEREAS;** the [Insert Public Agency Name] desires to participate for the purpose of fulfilling and executing its respective public governmental purposes, goals, objectives, programs and functions;

**WHEREAS;** the [Insert Public Agency Name] has reviewed the benefits of participating in this program and based on this review has concluded the program will provide the best value to taxpayers of this [Insert Public Agency Name] through the anticipated savings to be realized;

**NOW, THEREFORE, BE IT RESOLVED,** by the Governing Board of the [Insert Public Agency Name] is authorized to participate in the U.S. Communities Cooperative Purchasing Alliance and that the [Insert Public Agency Official Authorized to Execute] or designee is authorized to register for the U.S. Communities program on behalf of [Insert Public Agency Name];

I certify the foregoing is a true and correct copy of the Resolution duly adopted by the Governing Body of the [Insert Public Agency Name] on the x day of X month, 2003.

**ADOPTED AND APPROVED** this x day of x month, 2003.

[Insert Public Agency Name] :

**By:**  
**Title:**

**Attest:**  
**By:**  
**Title:**

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## DISCOVER THE DIFFERENCE WITH U.S. COMMUNITIES

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### SAVINGS

- FREE! No cost or commitment to participate
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- Supplier commitment to provide the lowest overall public agency pricing

### EFFICIENCY

- Streamline procurement by eliminating the bid process
- Save staff time and resources
- Transparent process with access to online contract and RFP documents

### VALUE

- Regional Program Manager is your dedicated support resource
- Independent audits and regular supplier reviews ensure compliance
- Webinars and training, green solutions, rebate programs, local purchasing options and more

### HIGHEST STANDARDS

- First cooperative program accredited by NIGP as demonstrating the highest standard of practice in the cooperative marketplace
- Committed to supporting the values and guiding principles of public procurement within government agencies



## THE U.S. COMMUNITIES ADVISORY BOARD

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STATE OF NEW YORK  
OFFICE OF THE STATE COMPTROLLER  
110 STATE STREET  
ALBANY, NEW YORK 12236

July 2016

**To: Chief Fiscal Officers**

**Subject: New “Piggybacking” Law - Exception to Competitive Bidding (Updated)**

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**Please provide copies of this bulletin to others who may need this information.**

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Background

Effective August 1, 2012, a new subdivision 16 was added to General Municipal Law (GML) § 103 to authorize political subdivisions and districts therein to purchase apparatus, materials, equipment and supplies, and to contract for services related to the installation, maintenance or repair of those items, through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein. The contract must be made available for use by other governmental entities.

This exception to GML § 103 (1), as originally enacted, provided that the contract must have been let in a manner that constitutes competitive bidding consistent with state law. GML § 103 (16) was amended by chapter 497 of the Laws of 2013, to provide that the contract must be let either to the lowest responsible bidder or on the basis of best value in a manner consistent with GML § 103. The amendment to subdivision 16 became effective on November 13, 2013. GML § 103 (16) is scheduled to expire on July 31, 2019.<sup>1</sup> Political subdivisions (other than New York City) that wish to make procurements under GML § 103 (16) through the use of a contract let on the basis of best value must have first authorized the use of best value for awarding their own purchase contracts by local law, or in the case of district corporations (e.g. fire districts), school districts and BOCES, rule, regulation, or resolution. This authorization may be accomplished by the adoption of a single local law or single rule, regulation, or resolution. The stated purpose of GML § 103 (16) is to reduce administrative and product cost, and increase efficiencies.<sup>2</sup>

Many local governments have been approached by vendors offering goods and services under other governmental contracts and, in some cases, vendors have asserted that the contract falls within the exception in GML § 103 (16). It is the responsibility of local officials to review each proposed procurement to determine, on advice of the local government’s counsel as appropriate, whether the procurements falls within the exception. To assist local government officials in undertaking this review, we offer the following guidance.

### Three Prerequisites

There are three prerequisites that must be met in order for a procurement of apparatus, materials, equipment and supplies, and related installation, repair and maintenance services, to fall within this exception:

(1) The contract must have been let by the United States or any agency thereof, any state or any other political subdivision or district therein. Therefore, there must be an underlying contract let by one of the listed governmental entities. Contracts developed for use by local governments that are let by private parties (e.g., a private company, association or not-for-profit corporation is the party awarding the contract to the vendor), and not by the United States or any agency thereof, any state or any other political subdivision or district therein, would not fall within the exception.<sup>3</sup>

The phrase “any state or other political subdivision or district therein” clearly includes other states, and political subdivisions in other states. In our view, it also includes New York State political subdivisions. Therefore, in addition to the current competitive bidding exception for certain purchases through contracts of New York State counties (County Law § 408-a; GML § 103 [3]), local governments also may purchase through qualifying contracts let by other New York State political subdivisions under this exception.

(2) The contract must have been made available for use by other governmental entities. This means that the other governmental entity has taken steps to make its contract available for New York local governments. In general, this would occur by inclusion in the contract let by the other entity of a clause extending the terms and conditions of the contract to other governmental entities. Unilateral offers by vendors to extend contract pricing and other terms and conditions would not fall within the exception.

(3) The contract must have been “let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section.” The term “consistent with this section” refers to General Municipal Law § 103 (and related case law) applicable to New York State political subdivisions. The purchasing local government would need to obtain background information on the procedures used to let the contract and, as necessary, consult with its counsel, to determine whether this prerequisite is met. Additional guidance on complying with this prerequisite follows.

### Determining Consistency with GML § 103

In order for a non-New York contract to have been let to the lowest responsible bidder or on the basis of best value (competitive offering)<sup>4</sup> in a manner “consistent” with GML § 103, the procedures used by that government need not be exactly the same as those under GML § 103.



Rather, the procedures for letting the non-New York contract must be in harmony or general agreement with, and further the same principles as the competitive bidding or best value requirements of GML § 103.<sup>5</sup> In this regard, the courts in this state have stated that the underlying purposes of GML § 103 are to guard against favoritism, improvidence, extravagance, fraud and corruption, and to foster honest competition in order that the local government may obtain the best goods and services at the lowest possible price to protect the public fisc.<sup>6</sup>

Based on the provisions of GML § 103 as construed by the courts in this State, and the underlying purposes of GML § 103, we believe there are four fundamental elements that should be present in the procedures used by the non-New York entity in letting its contract in order for the process to have been let to the lowest responsible bidder or on the basis of best value consistent with GML § 103. These elements are:

- Public solicitation of bids or, in the case of best value, offers. A public solicitation is consistent with the statutory advertising requirement in GML § 103,<sup>7</sup> and serves to ensure that the purposes of GML § 103 are furthered.
- Submission of sealed bids or offers, or analogous procedures to secure and preserve the integrity of the process and confidentiality of the bids or offers submitted. A secure competitive bidding or best value process is consistent with the sealed competitive bidding and competitive offering requirements of GML § 103<sup>8</sup> and helps foster honest competition and guard against collusion.
- Preparation of specifications, or a similar document that provides a common standard for bidders or offerers to compete fairly. Consistent with the purposes of GML § 103, the contracting entity, in advance of the submission of bids or offers, should convey the nature of the goods or services and other information necessary for prospective bidders or offerers to make an intelligent evaluation and bid or offer, without being unduly restrictive.<sup>9</sup> In the case of a best value process, this generally should include a description of the manner in which the evaluation of the offers and award of the contract will be conducted and, as appropriate, identify the relative importance or weight of price and non-price factors.<sup>10</sup>
- Award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder, or in the case of a best value process, an award to the responsive and responsible offerer<sup>11</sup> which optimizes quality, cost and efficiency, reflecting objective and quantifiable analysis, whenever possible.<sup>12</sup> A contract awarded through a negotiation process would not be consistent with the requirements and purposes of awarding to the lowest responsible bidder or on the basis of best value in a manner consistent with GML § 103.

### Other Factors to Consider: Internal Controls.

- Contractual Relationship. By placing an order with the contract vendor, the purchasing local government generally will be entering into a contractual relationship with that vendor in accordance with the terms and conditions of the contract. Accordingly, local officials, in consultation with the attorney for the local government as necessary, should carefully review those terms and conditions before making the purchase. In some cases, the contract may have been let in a manner consistent with GML § 103, but the terms and conditions of the contract may conflict with other New York State laws or regulations.<sup>13</sup> This could result in the local government being unable to use the contract.
- Audit of Claims. The payment to the contract vendor will be subject to standard procedures for claims processing, including audit of claims procedures.
- Cost Savings Justification. Unlike recent amendments to GML §§ 103 (3) and 104 pertaining to county and certain federal contracts (e.g. L 2003, ch 62; L 2011, ch 97), GML § 103 (16) does not expressly require local governments to consider whether the contract will result in cost savings. Nonetheless, local officials should perform a cost-benefit analysis before utilizing this exception. This will help ensure that the local government is furthering the underlying purposes of the new law, and that the procurement is consistent with the purposes of GML § 103. The analysis should be used to demonstrate whether “piggybacking” is cost effective and should consider all pertinent cost factors, including any potential savings on the administrative expense that would be incurred if the local government initiated its own competitive bidding or best value process.
- Documentation. Local governments should maintain appropriate documentation to allow for a thorough review of the decision to use this exception to competitive bidding by local government officials, external auditors and taxpayers. This documentation may include such items as copies of the contract, analysis of the contract to ensure it meets the three prerequisites stated above, and cost savings analysis including consideration of other procurement methods.

### Procurements Below the Bidding Monetary Threshold; Policies and Procedures

As noted, GML § 103 (16) provides an exception to the requirements of subdivision one of that section. However, procurements that are below the monetary thresholds set forth in Section 103 (1)<sup>14</sup> (or otherwise fall within another exception, such as emergency purchases)<sup>15</sup> already are exempt from the requirements of GML § 103. Those procurements, instead, are subject to the local government’s own procurement policies and procedures adopted pursuant to GML § 104-b. Therefore, whether a local government may make purchases that are below the statutory thresholds by “piggybacking” on contracts let by governmental entities listed in GML § 103 (16) will be governed by the local government’s own procurement policies.<sup>16</sup>

Please feel free to contact Mark Stevens in our Division of Legal Services (518-402-4437) with legal questions, and the State Comptroller's regional office that serves your local government with internal control and documentation questions.

### End Notes

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<sup>1</sup> See L 2014, ch 55, part G.

<sup>2</sup> NY Senate and Assembly Memos in Support of S. 5525-C/A. 8034-C, 2012. The amendment also states that the authority provided in GML § 103 (16) does not relieve any obligation of the local government to comply with any applicable M/WBE business enterprise mandates and the preferred source requirements of State Finance Law § 162.

<sup>3</sup> In 2011, the GML was amended to permit political subdivisions to participate in two specific federal contract extension programs ("Supply Schedule 70" and "Section 1122") as exceptions to the requirements of GML § 103 (GML §§ 103 [1-b], 104 [2]). GML § 104 (2) was further amended by chapter 497 of the Laws of 2013 to provide that political subdivisions, as exceptions to the requirements of GML § 103, may make use of several additional federal programs made available to local governments (local preparedness acquisition act ["Schedule 84"]; section 833 of the John Warner national defense authorization act for fiscal year 2007; and federal supply schedule usage act of 2010). These exceptions, which are separate from, and not subject to the prerequisites of GML § 103 (16), are scheduled to sunset on July 31, 2019 (see L 2014, ch 55, part G). Any other federal contracts are subject to the prerequisites of GML § 103 (16).

<sup>4</sup> The "lowest responsible bidder" requirement dictates that the contract award is made to the low price bidder who is determined to be a responsible bidder (see e.g. AAA Carting v Town of Southeast, 17 NY3d 136). As an alternative to lowest responsible bidder awards, GML § 103 allows political subdivisions, by local enactment, to make awards of certain purchase contracts to "responsive and responsible" vendors on the basis of "best value," as defined in State Finance Law § 163. "Best value" is defined in State Finance Law § 163 as a basis for awarding a contract to the offerer which optimizes quality, cost and efficiency among responsive and responsible offerers, reflecting, whenever possible, objective and quantifiable analysis. The definition of "best value" provides that "[s]uch basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the executive law to be used in evaluation of offers for awarding of contracts for services." Political subdivisions, other than New York City, are required to first authorize the use of best value awards by local law, or in the case of district corporations (e.g. fire districts), school districts and BOCES, by rule, regulation, or resolution. The amendments to GML § 103 which added the best value option (L 2011, ch 608 as amended by L 2012, ch 2) distinguished the best value process from competitive bidding, referring to the best value process as a "competitive offering" (GML § 103 [1-a], [4], [6], [7]; see also GML § 103, section heading).

<sup>5</sup> See e.g. Stocker v Sheehan, 13 AD3d 1.

<sup>6</sup> See e.g. AAA Carting v Town of Southeast, 17 NY3d 136; Associated General Contractors v New York State Thruway Authority, 88 NY2d 56; Jerred v NYCTA, 22 NY2d 187; see also GML § 100-a.

<sup>7</sup> See GML § 103 (2).

<sup>8</sup> See GML §§ 103 (1), (5).

<sup>9</sup> See e.g. AAA Carting v Town of Southeast, 17 NY3d 136; Browning-Ferris v City of Lackawanna, 204 AD2d 1047; Progressive Dietary v Wyoming County, 90 AD2d 214; Matter of L & M Bus Corp. v New York City Dept. of Educ., 17 NY3d 149; Gerzof v Sweeney, 16 NY2d 206.

<sup>10</sup> See State Finance Law § 163 (9) (b); see also footnote 12 for a discussion on non-price factors.

<sup>11</sup> Whether a bidder or offerer is "responsible" involves a factual, case by case examination into a bidder's background, assessing factors such as a bidder's capacity and financial ability to complete the contract, accountability, reliability and integrity (see e.g. DeFoe v New York City, 87 NY2d 754; Abco Bus v Macchiorola, 75 AD2d 831 rev'd on dissent 52 NY2d 938; State Finance Law § 163 [1] [c]). The New York Court of Appeals has held that, as a matter of due process, a bidder is entitled to reasonable notice and a timely and adequate opportunity to be heard before a determination of non-responsibility is made (LaCorte v County of Rensselaer, 80 NY2d 232). In addition, the New York courts have distinguished between the case by case determination of responsibility and the authority to debar or suspend bidders from future contracts (see e.g. Callanan v White, 118 AD2d 167 lv denied 123 AD2d 462 and 69 NY2d 601). There is only limited authority in New York to debar bidders from future contracts (e.g. Labor Law § 220-b, 235). There is, however, authority for bidders on contracts for public work to be "pre-qualified" under certain circumstances (GML § 103 [15]). For purposes of a contract that has been awarded on the basis of best value, a "responsive" offerer is an offerer meeting the minimum specifications or requirements as

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prescribed in the procurement solicitation (see State Finance Law § 163 [1] [d]). Consistent with the best value requirements of GML § 103, no political subdivision, other than New York City, may use a contract awarded on the basis of best value unless the political subdivision has first adopted a local law, rule, regulation or resolution, as the case may be, in accordance with GML § 103 (1), authorizing the use of best value for awarding purchase contracts.<sup>12</sup> GML § 103 (1); SFL § 163 (1) (j). With respect to whether a contracting entity has let a contract on the basis of best value in a manner consistent with GML § 103, the contracting entity may have considered non-price factors when awarding the purchase contract, such as reliability of a product, efficiency of operation, difficulty/ease of maintenance, useful lifespan, ability to meet needs regarding timeliness of performance, and experience of a service provider with similar contracts. To ensure that, whenever possible, there has been an objective and quantifiable analysis consistent with the requirement under GML § 103 (1) and SFL § 163 (1) (j), as a rule, the contracting entity should have used a cost-benefit analysis or other similar process to demonstrate quantifiable value or savings from non-price factors that offset the price differential of the rejected lower price offer (see e.g. Matter of Transactive v New York State Department of Social Services, 236 AD2d 48 aff'd on other grounds 92 NY2d 579. If the contracting entity let the best value contract based on criteria that was not objective and quantifiable, some form of justification should be provided (see State Finance Law § 163 [9] [a]).

<sup>13</sup> For example, an out-of-State contract may require advance payment to the vendor. With limited exceptions, local governments may not pay a claim for goods or services prior to audit and approval by the claims auditing body or official, or prior to the receipt of goods or services (see e.g. Town Law § 118; Village Law § 5-524 [4]; County Law § 369 [2]; Education Law § 1724; 8 [A-2] NYCRR § 170.2 [k]). Therefore, such a clause may conflict with New York State statutes.

<sup>14</sup> The monetary threshold is \$20,000 for purchase contracts, and \$35,000 for contracts for public work, calculated as prescribed in GML § 103 (1).

<sup>15</sup> See GML § 103 (4).

<sup>16</sup> GML § 104-b generally requires that the procurement policies and procedures provide for obtaining alternative proposals or quotations when a procurement is not subject to bidding requirements (GML § 104-b [2] [b]). The procurement policies, however, may set forth circumstances when, or types of procurements for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of the local government (GML § 104-b [2] [g]). Local officials should undertake the same type of cost-benefit analysis and documentation as discussed above before permitting an exception to the local government's procurement policies and procedures for these contracts. Local officials also should review and, as necessary, update the policies and procedures to ensure that use of this new exception for procurements above the bidding threshold is consistent with the relevant policies and procedures, and that provisions for cost savings justification and documentation to support the use of "piggybacking" as an exception to bidding are incorporated.

2018-225



# National Society Daughters of the American Revolution

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Fort Crailo Chapter NSDAR

August 23, 2018

Barbara Pogoda

24 Lower Bower Road

Sand Lake, NY 12153

Dear City/Town official,

The Fort Crailo Chapter of the National Society Daughters of the American Revolution is trying to educate the youth and public on matters that focus on historical preservation and patriotism. As part of this effort, we are hoping that you would be able to support us in our efforts by signing the enclosed proclamations.

Please return the signed proclamations to me at the above address.

If you have any questions, please feel free to contact me at 518-674-5638 or [barbar373958@gmail.com](mailto:barbar373958@gmail.com).

Again thank you for your continued support of the NSDAR motto: God, Home and Country.

Sincerely,

A handwritten signature in blue ink that reads "Barbara Pogoda". The signature is written in a cursive style.

Barbara Pogoda

Proclamations Chairman

Fort Crailo Chapter NSDAR



National Society Daughters of the American Revolution  
Fort Crailo Chapter

The Fort Crailo Chapter of the NSDAR is asking that you sign the following proclamation to acknowledge September 17-23, 2018 as Constitution Week.

National Constitution Week: A Proclamation

Whereas: it is the privilege and duty of the American people to commemorate the anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

Whereas: Public Law 915 guarantee the issuing of a proclamation each year by the President of the United States of America designating September 17-23 as "Constitution Week".

Now, therefore,

I \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_ do hereby proclaim the week of September 17-23 as  
"Constitution Week" and urge all citizens to study the constitution and reflect on the privilege of  
being an American with all the rights and responsibilities which that privilege involves.  
In witness whereof, I have set my hand and caused the seal of the community to be affixed this  
\_\_\_\_\_ of the year of our Lord two thousand and seventeen.

Signed \_\_\_\_\_ Title \_\_\_\_\_

# Proposal

## WOOD WASTE REDUCTION SERVICES

P.O. Box ~~188~~ 461  
Glens Falls, NY 12801  
Office (518) 793-3602 • Fax (518) 798-2312

PROPOSAL SUBMITTED TO <i>Town of Schoharck</i>	PHONE	DATE <i>9-6-18</i>
STREET	JOB NAME <i>Grinding of Yard Waste</i>	
CITY, STATE AND ZIP CODE	JOB LOCATION <i>Transfer Station</i>	
	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

*Grinding & Removal of Yard Waste*

In the event of a catastrophic failure due to debris in your pile (metal, rocks, heavy iron, concrete, etc.) you will be responsible for the cost of replacement parts needed to restore grinder to the condition it was in when it arrived. It's condition can be verified by you prior to commencing work. I will be responsible for labor to change parts. This does not include normal wear which I am responsible for.

**We Propose** hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

*Six thousand two hundred fifty dollars* dollars (\$ *6250.00*).

Payment to be made as follows:

*Net 30 days unless prior arrangements are made.*

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *[Signature]*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Proposal  
 Ken Morris & Sons Excavating, LLC.  
 1590 Route 9  
 Castleton, NY 12033

**Office:** (518) 732-7777      **Cell** 518 378-7777      **Fax** (518) 732-7510

Proposal submitted to Town of Schodack		Phone	Date 8/31/18
Street Schodack Town Hall 285 Schuurman Rd		Job Name Town of Schodack Transfer Station	
City, State and Zip Code Castleton, NY 12033		Job Location Poyneer Road	
Architect	Date of Plans Open	Job Phone	

We propose to furnish material and labor – complete in accordance with specifications below for the sum of:

Five Thousand nine hundred dollars and zero cents      \$5,900.00

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed on a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature

*Ken Morris Esq*

Note: This proposal may be withdrawn by us if not accepted within

30 Days

Grind and Remove Pile, all Fuel and Labor included for \$5,90000.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature



**September 6, 2018**

**Town of Schodack Transfer Station**

**C/O Town Hall**

**256 Schuurman Rd**

**Castleton NY 12033**

**Dear Mr. Goodall**

**RE: Proposal for Grinding and debris removal**

**Located at Schodack transfer station**

Sylvan Timber is pleased to submit the following proposal for the brush removal related services.

**Scope of Services**

Sylvan Timber proposes to perform the following services:

One Mobilization to and from from the site.

Grind all brush and woody debris collected by the transfer facility

Removal of all woody debris generated from the grinding process.

**Project Total=       \$6,400.**

**In Closing**

We appreciate the opportunity to submit this proposal for your consideration. If you have any questions or require any additional information, please do not hesitate to contact me.

**Respectfully,**

**Alan Perry**

**Sylvan Timber Clearing Inc.**

**61 Flints Crossing Rd**

**Canaan, NY 12029**

# SM Gallivan, L.L.C.

Phone: (518) 271-6100

98 Niver Street, Box 1  
Coltões, New York 12047

Fax: (518) 261-9530

September 7, 2018

Town Of Schodack  
PO Box 436  
East Schodack, New York 12063

Attention: Bruce Goodell

Reference: Green Waste Schodack Transfer Station

SM Gallivan, LLC is pleased to submit a proposal for the following service:

Grinding of green waste at Schodack Transfer Station 446 Poyneer Road, Nassau

- SM Gallivan will provide all equipment & labor.
- Price includes all mobilization and fuel for equipment.
- SM Gallivan will remove all grindings within one week.

**Grinding Proposal : \$ 5750.00**

**Terms: Payment due upon completion of job**

## ACCEPTED IN ACCORDANCE WITH THE CONDITIONS AND AGREEMENTS SET FORTH HEREIN:

THE ABOVE HEREBY ASSUMES ANY AND ALL LIABILITY FOR ALL DAMAGES OF WHATEVER NATURE RELATING TO THE DELIVERY OF RAW MATERIALS AND/OR THE OPERATION OF TRUCKS, MACHINERY AND EQUIPMENT OWNED AND/OR CONTROLLED BY SM GALLIVAN, LLC ON LANDS OWNED BY THE ABOVE AND/OR ANY THIRD PARTY. FURTHER, THE ABOVE AGREED TO HOLD HARMLESS AND INDEMNIFY SM GALLIVAN, LLC FOR ANY AND ALL DAMAGES EXCEPT DAMAGES ARISING OUT OF THE NEGLIGENCE OF SM GALLIVAN, LLC.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018

BY: \_\_\_\_\_  
Town of Schodack

BY: \_\_\_\_\_  
SM Gallivan, LLC

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

2018-221  
B

**BARCLAY DAMON** <sup>LLP</sup>

**Garrett E. DeGraff**  
*Partner*

August 22, 2018

The Honorable David Harris  
Town Supervisor  
Town of Schodack  
Schodack Town Hall  
265 Schuurman Road  
Castleton, NY 12033

Re: Waiver of Potential Conflict of Interest

Dear Supervisor Harris:

In addition to its public finance practice, Barclay Damon LLP also has a practice representing owners of commercial real estate with respect to valuation issues for purposes of real property taxes. One of our clients, 35 Empire Properties LLC ("Other Client"), owns a 20,000 square foot medical office building located at 35 Empire State Blvd. in the Town of Schodack which Other Client believes is incorrectly valued and has asked attorneys in our real property tax practice area to assist in resolving the issue, through negotiation or a valuation proceeding.

Insofar as we can presently tell, the factual and legal issues likely to arise in the work that Other Client has asked the firm to do relating to its property in the Town appears to be completely unrelated to the work we do for the Town as bond counsel in connection with its issuance of bonds and notes.

Although the matters referenced above are unrelated, we have decided to seek the Town's consent with respect to the potential conflict of interest in our unrelated representation of Other Client in the real property tax valuation matter. Please note that we have obtained the consent of Other Client.

In deciding whether or not to consent, you should consider how our representation of Other Client as described above might affect the Town. For example, clients that are asked to waive or consent to conflicts typically should consider whether there is any material risk that "their" attorney will be less zealous or eager on their behalf due to the conflict. Similarly, clients should also consider whether there is any material risk that their confidences or secrets will be used adversely to them due to the conflict.

The Honorable David Harris  
August 22, 2018  
Page 3

bc: Mark McNamara, Esq.



2018-230

\*\*\*\* CHANGE ORDER \*\*\*\*

NO.: 2

DATED: September 13, 2018

PROJECT Sewer District 1 - Extension 1

OWNER Town of Schodack

CONTRACTOR William J. Keller and Sons Construction Corp. CONTRACT DATE June 18, 2018

CONTRACT FOR Sewer District 1- Extension 1

TO: William J. Keller and Sons Construction Corp. (CONTRACTOR)

You are directed to make the changes noted below in the above contract:

Owner Town of Schodack

By David Harris, Supervisor

Date \_\_\_\_\_

NATURE OF THE CHANGE: Revise fencing from 6 feet high with barbed wire security to 8 feet high without barbed wire security. Adjust gate height from 6 to 8 feet.

CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT PRICE & TIME:

Contract Price Prior To This Change Order \$ 915,790.00

Net Increase Resulting From This Change Order \$ 1,827.00

Current Contract Price Including This Change Order \$ 917,617.00

Contract Time Prior To This Change Order N/A Calendar Days,

or A Completion Date of November 19th 2018

Net (Increase)(Decrease) Resulting From This Change Order 0 Calendar Days.

Current Contract Time Including This Change Order N/A Calendar Days, or

A Completion Date of November 19th 2018

THE ABOVE CHANGES ARE RECOMMENDED:

LABERGE ENGINEERING & CONSULTING GROUP LTD.

By Ronald J. Laberge, P.E., Executive Vice President

Date \_\_\_\_\_

THE ABOVE CHANGES ARE ACCEPTED:

William J. Keller and Sons Construction Corp.  
Contractor

By \_\_\_\_\_

Date \_\_\_\_\_

**WOODLAWN CEMETERY ASSOCIATION**

Francis H Curtis President  
111 Burden Lake Rd., PO Box 14  
East Schodack, NY 12063

September 4, 2018

Supervisor David Harris & Town Board  
Town of Schodack  
265 Schuurman Rd  
Castleton, NY 12033

Dear Supervisor David Harris & Town Board:

The Cemetery Association would like the Board to consider providing a truck load of crusher run gravel to help us maintain the roadways in Woodlawn Cemetery for the enjoyment of Town residents.

Under Section 165 of the NYS general municipal law:

§ 165-a. Voluntary municipal assistance to public cemetery corporations.

Any municipal corporation may appropriate and provide funding to a public cemetery corporation as defined in article fifteen of the not-for-profit corporation law. **In lieu of or in addition to providing funding to a public cemetery corporation, any municipal corporation may provide goods and/or services to a public cemetery corporation as defined in article fifteen of the not-for-profit corporation law.**

Thank you your consideration on this matter.

Sincerely

*Francis H Curtis*

Francis H Curtis, President Woodlawn Cemetery Association



# RENSSELAER COUNTY HIGHWAY DEPARTMENT

Steven F. McLaughlin  
County Executive

Wayne E. Bonesteel, P.E.  
County Engineer  
*wbonesteel@rensco.com*

August 13, 2018

Mr. Kenneth Holmes  
Superintendent of Highways  
Town of Schodack  
3376 US Route 20  
Nassau, NY 12123

**RE: 2018 - 2019 SNOW & ICE AGREEMENT**

Dear Ken,

Attached are the agreements between the Town of Schodack and Rensselaer County. Please sign and return two (2) executed copies for our files.

Please submit the following for 2018 - 2019 Snow season:

- Labor - hourly wages, regular and overtime plus the cost of all benefits.
- Material - actual costs for all salt and sand applied to County Roads.
- Equipment - hourly rental rates for the equipment, rates as established by New York State DOT.

Also, please note:

- **CERTIFICATES OF INSURANCE:** All vendors must submit either three certificates of insurance (one for workers compensation coverage, one for disability insurance coverage and one for liability insurance coverage) unless the vendor submits a workers compensation exemption certificate (form CE-200 explained below). In that case the vendor must submit the exemption form and a certificate of liability insurance. **All certificates of insurance must name the certificate holder as follows:**



County of Rensselaer  
c/o Rensselaer County Attorney  
Ned Pattison Government Center  
1600 Seventh Avenue  
Troy, NY 12180

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Todd JoJo  
Confidential Asst. Highway

SNOW & ICE AGREEMENT  
TOWN OF SCHODACK

SCHEDULE "A"

CR #	ROAD NAME	DESCRIPTION	MILEAGE
8	STONE POINT RD.	NYS RTE 9J TO WESTERN ROAD	1.50
		TOTAL	1.50

RENSSELAER COUNTY HIGHWAY DEPARTMENT 124 BLOOMINGROVE DRIVE  
TROY, NEW YORK 12180 (518) 283-0973 FAX (518) 283-1741

## AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between THE TOWN OF \_\_\_\_\_, NEW YORK, hereinafter referred to as "Town" and RENSSELAER COUNTY, NEW YORK, with offices located at 1600 Seventh Avenue, Troy, New York hereinafter referred to as "County".

1. On selected County Roads as listed on Schedule "A", the Town will provide all snow plowing and sanding from October 1, 2018 to April 30, 2019. The County will reimburse the Town actual costs for labor, materials and equipment as follows.
  - Labor - hourly wages, regular and overtime plus the cost of all benefits.
  - Material - actual costs for all salt and sand applied to County Roads.
  - Equipment - hourly rental rates for the equipment rental as established by the New York State Department of Transportation.
  
2. Except as provided hereinafter, the County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Town shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Town or call upon the Town to defend such action. In the event that the Town defends the action the County shall reimburse the Town for all necessary expenses, including litigation expenses incurred by the Town. In no event shall the County be obligated to defend or indemnify the Town, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Town owned or operated vehicle, whether such vehicle shall be insured or subject to self insurance, while engaged in the operation of snow and ice control functions under this Agreement.
  
3. The County shall not unreasonably interfere with the Town's attempts to safely plow said area.

4. The Town acknowledges and agrees that the services to be furnished by the Town to the County are furnished as an independent contractor and not as an agent or as officers or employees of the County.
5. This agreement has been executed on behalf of the County pursuant to Resolution G/pending/18 of the Rensselaer County Legislature.

THE TOWN OF \_\_\_\_\_, NEW YORK

\_\_\_\_\_  
Supervisor

THE COUNTY OF RENSSELAER, NEW YORK

\_\_\_\_\_  
County Executive

STATE OF NEW YORK            )  
COUNTY OF RENSSELAER    ) SS.:

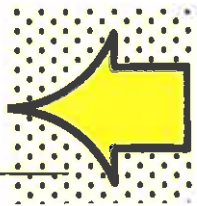
On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came Steven F. McLaughlin, to me personally known, who, being by me duly sworn, did say that(s)he resides at

\_\_\_\_\_, New York;  
that(s)he is the County Executive of the County of Rensselaer, New York, the municipal corporation described in and which executed the within instrument; that the same was so executed pursuant to resolution of the County Legislature; that the seal affixed to said instrument is such corporate seal and that the same was so affixed pursuant to such resolution.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK                    )  
COUNTY OF RENSSELAER            )SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that (s)he resides at \_\_\_\_\_, New York; that (s)he is the Supervisor of the Town of \_\_\_\_\_, New York, the municipal corporation described in and which executed the within instrument; that the same was so executed pursuant to resolution of the Town Board of such town; that the seal affixed to said instrument is such corporate seal and that the same was so affixed pursuant to such resolution.



\_\_\_\_\_  
NOTARY PUBLIC

2018-2338



# RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

KATHLEEN M. JIMINO  
COUNTY EXECUTIVE

CHARLES Z. WOJTON, JR.  
DIRECTOR

CHRISTINE M. MARIANO  
DEPUTY DIRECTOR

August 16, 2016

Mark C. Moeske, President  
Allmark Services, Inc.  
PO Box 338  
Nassau, NY 12123

RE: Bid RFB-16-30 Tree & Stump Removal – Category A Tree and Stump Removal (Standard) –  
**NOTICE OF AWARD**

Dear Mr. Moeske:

I am pleased to inform you that your firm has been awarded the contract for the above-referenced bid based on your low bid submitted amount of \$53,500.00 and your ability to meet Rensselaer County specifications.

The award period shall be from August 1, 2016 through July 31, 2017 with the option to renew for two (2) additional one-year periods, if mutually agreeable and provided that Contractors continue to meet specifications. Rensselaer County Purchase Orders will be forwarded to your firm as services are needed.

Donovan Tree Service, Inc., was awarded Category B-Emergency Tree Removal in the amount of \$20,800.00.

In accordance with bid specifications, you are required – within seven calendar (7) days from the date of this award – to submit to this office proof of Liability, Workers Compensation and NYS Disability Benefits Coverage, limits as specified and naming Rensselaer County as additional insured. See enclosed Pages 6-7 Insurance Requirements.

Upon receipt of the above documentation, your company will be issued a Notice to Proceed with Work Letter and may obtain a copy of the NYS Department of Labor Prevailing Wage Schedule for Article 8 Public Work Project (PRC#2016005177) on the NYS Department of Labor website or you may contact the Rensselaer County Highway Department to obtain a hard-copy of the prevailing wage. No work may commence prior to issuance of the Notice to Proceed with Work Letter. All work shall be coordinated with the County Engineer of the Rensselaer County Highway Department, who may be contacted at (518) 283-0973. Awarded Bidders are reminded to periodically check the prevailing wage rates throughout the entire length of their contract. On behalf of the Rensselaer County Highway Department, thank you for submitting your bid.

Sincerely,

Christine M. Mariano  
Deputy Director, Bureau of Central Services

Enc.

cc: Charles Z. Wojton, Jr., Director, Bureau of Central Services  
Lori A. Ruffinen, County Auditor  
Wayne Bonesteel, County Engineer, Highway Dept.  
Resolution: G/334/16

*Allmark Services, Inc.*

**OFFICIAL BID FORM**

**TREE AND STUMP REMOVAL – Highway Department**

Rensselaer County: Date and Submission of bids up to and including Thursday, June 16, 2016, at 10:00 a.m., at which time all bids received will be opened and read aloud.

**CATEGORY A: Tree and Stump Removal (Standard)**

**NOTES:** DBH = Diameter of tree measured at Breast Height (4.5 feet above adjacent ground.)  
 EST QTY = estimated annual requirements. Work will be assigned under multiple purchase orders over a 12-month period as needs arise and are identified. Award will be made based on lowest Total Bid for estimated quantities of Part 1 TREES NOT IN WIRES and STUMPS and Part 2 TREES IN WIRES and STUMPS ( TREES THAT ARE WITHIN 15FT OR LESS OF WIRES WILL BE CONSIDERED IN WIRES). Contract will be for actual quantities.

ITEM	PART 1 DESCRIPTION TREES NOT IN WIRES	UNIT	BIDDER'S UNIT PRICE		EST QTY		TOTAL PRICE PER ITEM
1-A	Over 12 inches to 18 inches DBH	TREE	250	x	3	=	750
1-B	Over 18 inches to 24 inches DBH	TREE	650	x	7	=	4550
1-C	Over 24 inches to 36 inches DBH	TREE	850	x	10	=	8500
1-D	Over 36 inches DBH	TREE	1200	x	7	=	8400
2-A	Over 12 inches to 18 inches DBH	STUMP	75	x	3	=	225
2-B	Over 18 inches to 24 inches DBH	STUMP	125	x	3	=	375
2-C	Over 24 inches to 36 inches DBH	STUMP	200	x	5	=	1000
2-D	Over 36 inches DBH	STUMP	250	x	5	=	1250
<b>CATEGORY A: PART 1 SUBTOTAL =</b> (Total of Items 1-A through 2-D)							\$ <u>25,050</u>

CONTINUED ON NEXT PAGE

**OFFICIAL BID FORM**  
**TREE AND STUMP REMOVAL – Highway Department**

Rensselaer County: Date and Submission of bids up to and including Thursday, June 16, 2016, at 10:00 a.m., at which time all bids received will be opened and read aloud.

**CATEGORY A: Tree and Stump Removal (Standard) Continued:**

**BID SURETY:** A bid surety in the amount of five hundred dollars (\$500.00) must be enclosed with the contractor's bid. Failure to include the bid surety will result in rejection of your bid

**DOCUMENTATION:** Documentation requested in bid specifications, plus signed copy of Local Law #2 / Non-Collusive Bidding Certification (two sided form) must be included with the signed Official Bid Form in the enclosed bid envelope.

Bidder Allmark Services Inc Federal Tax ID # 141776115  
Address PO Box 338 City Nassau State NY Zip 12123  
Authorized Signature [Signature] Print Name Mark C Moeste  
Date 6-16-16 Phone 518-674-5677 Fax \_\_\_\_\_ E-Mail Mark@allmarktreeservices.com

**RETURN IN ENCLOSED BID ENVELOPE**

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Fiacco, Breselor, Pavlic, Herrington, Bayly, Fleming

Sent To: Contracts & Agreements

Committee

Date August 9, 2016

Resolution No. G/334/16

## RESOLUTION AUTHORIZING CONTRACTS FOR TREE AND STUMP REMOVAL - HIGHWAY DEPARTMENT

WHEREAS, This resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Bids for tree and stump removal have been solicited and are acceptable based upon the specifications; and

WHEREAS, The desired agreements would be in effect through July 31, 2017, with two (2) one year extension clauses, if mutually agreeable, provided the vendors continue to meet specifications; and

WHEREAS, Selection of the contractor is based upon lowest cost to the County; and

WHEREAS, The names and addresses of the contracting parties, the start and end dates of the desired agreements, the designated sources of funding being limited to budget appropriation codes 04500 D 5110 and 04500 D 5112, and the total amount to be expended over the life of the agreements, which shall not exceed budgeted appropriations, are as follows:

<u>CONTRACT DESCRIPTION AND DATES</u>	<u>VENDOR</u>	<u>ESTIMATED AMOUNT OF CONTRACT</u>
Bid No. 16-30 Tree and Stump Removal Category A Standard Removal (8/1/16 - 7/31/17)	Allmark Services, Inc. P.O. Box 338 Nassau, N.Y. 12123	\$ 53,500.00
Bid No. 16-30 Tree and Stump Removal Category B Emergency Tree Removal (8/1/16 - 7/31/17)	Donovan Tree Service, Inc. P.O. Box 548 10 Brickyard Road Mechanicville, N.Y. 12118	\$ 20,800.00

; now, therefore, be it



**RESOLVED**, That the Director of the Bureau of Central Services shall be authorized to execute purchase orders with the above vendors for the above described services and materials; and, be it further

**RESOLVED**, That for the purposes of Section 3.03 of the Rensselaer County Charter, the authorization hereby provided shall be retroactive to the actual date that materials and/or services were provided.

Resolution **ADOPTED** by the following vote:

Ayes: 17  
Nays: 0  
Abstain: 0  
August 9, 2016

Clerk of the Legislature

Sent to County Executive 8-10-16

Received from County Executive 8/15/16

Jessica L. Charvat  
Clerk of the Legislature



Executive Action

Approved  Date 8/12/16

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

Kathleen M. Jimisio  
County Executive

2018-234

# Estimate



PO Box 6310 24 Colvin Ave  
Albany NY 12206  
518-462-5467 / Fax 518-462-6413  
gphillips@phillipslock.com

**ESTIMATE#** 14051035  
**DATE** 08/20/2018  
**PO#**

### CUSTOMER

TOWN OF SCHODACK  
Town of Schodack 265 Schuurman Rd.  
Castleton, NY 12033

### SERVICE LOCATION

TOWN OF SCHODACK  
Debra Curtis  
Town of Schodack 265 Schuurman Rd.  
Castleton, NY 12033  
(518) 477-7590

**DESCRIPTION** Upgrade Millennium Expert to Ultra Software, keeping same hardware and users.

Description	Qty	Rate	Total
303-100201 Millennium Ventus Pre-Engineered 64 door Millennium Expert to Millennium Upgrade Kit complete with pre-installed Ultra Lite Host, ESCU and Database Conversion	1.00	\$2,500.00	\$2,500.00

### CUSTOMER MESSAGE

This is only an estimate. Prices may vary due to unknown problems. Prices are good for 30 days!  
NYS Alarm license # 12000054552  
To Accept Estimate please sign, date and return estimate

Signature

Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_

### PRE-WORK SIGNATURE

**Estimate Total:**

**\$2,500.00**

## Specifications

### Access Control Software

Cardholders:	20,000
Access Levels:	3
Simultaneous Operators:	2
Door Capacity:	64
Interface:	Web & Client
Compatibility:	Can be upgraded to Enterprise edition of ultra



### Hardware

Operating System:	Windows 10
Database:	Microsoft SQL Express
Processor:	Intel Cherry Z8350 Quad Core
Memory (RAM):	4 GB
Memory (Storage):	64 GB
Ethernet Ports (open):	4

### Enclosure

Dimensions:	10.75 in x 10.75 in x 3.75 in 27.3 cm x 27.3 cm x 9.53 cm
Weight:	6.95 lbs (3.15 kg)
Mounting:	Surface Mount
Operating Temp:	32°F - 95°F (0°C - 35°C)
Storage Temp:	-4°F - 158°F (-20°C - 70°C)
AC Input:	100 - 240 VAC, 0.8 A
Warranty:	1 Year Hardware & Software

### Ordering Information

Part Number: 303-100200

#### Includes:

- Appliance preloaded with software, power supply and network switch in powder coated sheet metal enclosure with keyed latch
- Database conversion from Millennium Expert to Millennium Ultra up to 64 doors
- ESCU Site Control Unit

For more information, please visit [www.mgiaccess.com/ventus](http://www.mgiaccess.com/ventus)

16 Tech Circle  
Natick, MA 01760  
+1 (866) 455-5222

[sales@millennium-groupinc.com](mailto:sales@millennium-groupinc.com)