

MEETING OF THE ROTTERDAM TOWN BOARD

April 9, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS

- Carter Flowers – Schalmont Cross Country

PUBLIC HEARING

PRESENTATIONS

- Conservation Advisory Committee 2024 Annual Report

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS:

RESOLUTIONS

143.25 Accepting Town Board Meeting Minutes. Pg. 3

144.25 To Appoint a Police Officer. Pg. 33

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

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

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

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

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

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

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

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

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

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

ORDERS

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

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

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

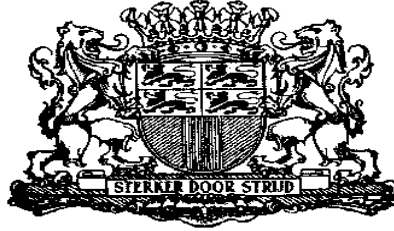
Recommendation(s): To place on Town Board agenda and Town Board meeting of April 9, 2025.

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		

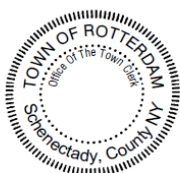
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 2025, and that the foregoing resolution is a true and correct transcript of the original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

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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.

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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. 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



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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		

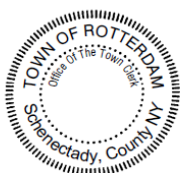
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 26, 2025, and that the foregoing resolution is a true and correct transcript of the original 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:		Schaumont 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		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving	City of	
Length of Employment	Firm Name:	Schenectady Police Dept
From:	Firm Address:	
To:	Description of Duties:	
Employment Details		
Your Exact Title		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		

Length of Employment		Firm Name:	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.

<u>Mollie A. Collins</u>	<u>4-1-25</u>	<u>Diane M. Marco</u>	<u>4-1-2025</u>
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

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

TOWN OF ROTTERDAM
TOWN CLERK ACCOUNT
1100 SUNRISE BLVD
ROTTERDAM, NY 12306

DATE April 1, 2025

2981

29-7/213

PAY
TO THE
ORDER OF

Mollie Collins Supervisor

\$ 5603.58

Five thousand six hundred three and 58/100 DOLLARS

KeyBank 

KeyBank National Association

MEMO

Revenue March 2025

P. Clark M. Maw
Town Clerk

Mobile
Deposit
Safe
Deposit on back

JB-3920167
SUPERIOR PRESS • 888-590-7998

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:
- 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.
 - 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.
 - 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.
 - 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).
 - 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

jpeterston@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 jpeterston@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 ½ X 3 ½ X 5" Plastic</i>				
<i>Trapezoidal Disk w/two reflective bands fit with ¼" and 3/8" rod</i>				

NOTE: Questions should be submitted in writing to Mike Colarossi at mcolarossi@rotterdamny.org or James Keith, Senior Building Inspector at jkeith@rotterdamny.org, or by calling 518-355-7575 Ext. 395

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on April 22, 2025**, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m., April 22, 2025** will be opened in person at that time, and electronically via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An “Affidavit of Non-Collusion” is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town’s Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.

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

NON-COLLUSION BIDDING CERTIFICATION

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

Name of Firm: _____

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.

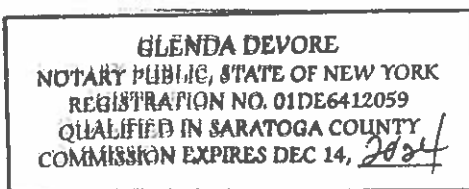
Vendor: Everett J. Prescott
198 Ushers Rd.
Round lake NY 12151

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.

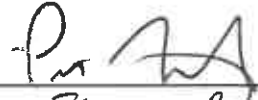

Notary Public Signature



**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

RESOLUTION NO. 151.25

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

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

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

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
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 25, 2025

TO: Supervisor Collins and Town Board

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

TITLE OF REQUEST: Sartoli Avenue and Kings Road Drainage Improvement and Roadway Reconstruction

TOWN BOARD MEETING DATE: April 9, 2025

Background Information: The construction project is complete and there is no other work that needs to be done on the project.

Evaluation/Analysis: A full-time inspector was hired by the Town during construction to witness the work. There are no remaining punch list items that need to be completed.

Recommendation(s): I recommend that the Town Board approve payment of the retainage amount, which is \$77,502.22.

Attachment/Document(s): Attached is the contractor's payment request.

Compliance with Purchasing Policy? Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

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

PROJECT:
Sartoli Ave & Kings Rd Drainage Improvements

APPLICATION NO.: 7
PERIOD TO: 3/25/2025

APPLICATION DATE: 4/6/2025

FROM: Carver Construction, Inc.
PO Box 890, 2170 River Rd
Coeymans, NY 12045

ENGINEER: Greenman- Pedersen, Inc.
80 Wolf Rd
Albany, NY 12205

CCI PROJECT NO: 0124-006
CONTRACT DATE: 3/5/2024
INVOICE NO: 7

APPLICATION FOR PAYMENT

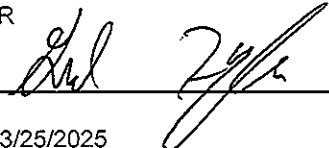
Application is made for payment, as shown below, in connection with the (Sub)Contract. Continuation Sheet(s) is attached.

1. ORIGINAL (SUB)CONTRACT SUM	1,458,145.00
2. Net change by Change Orders	91,899.41
3. CONTRACT SUM TO DATE (Line 1 + 2)	1,550,044.41
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Sheet)	1,550,044.41
5. RETAINAGE	
a. 0.0% of Completed Work (Columns D + E on Continuation Sheet)	-
b. 0.0% of Stored Material (Column F on Continuation Sheet)	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	1,550,044.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	1,472,542.19
8. PAYMENT DUE FOR CURRENT PERIOD (Line 6 minus Line 7)	77,502.22
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Total approved in prior months	-	0.42	
Total approved this month	91,899.83		
Totals	91,899.83	0.42	
Net changes by Change Order			91,899.41

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

CONTRACTOR

By: 

Date: 3/25/2025

State of: New York

County of: Albany

Subscribed and sworn to before me this

25th

day of

March, 2025

Notary Public:



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

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, I certify that to the best of my knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the (Sub)Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

By:

Date:

RESOLUTION NO. 152.25

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

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

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

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
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 7, 2025

TO: Mollie Collins – Town Supervisor

FROM: C. Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Negotiate and execute an agreement with Barton & Loguidice for Emergency Generator Tank Replacement Building Compliance.

TOWN BOARD MEETING: April 9, 2025

Background Information: The Town of Rotterdam retained Barton & Loguidice pursuant to Resolution 301.24 to evaluate building code compliance requirements for replacement of the generator fuel tank at the Rice Road Water Treatment Plant. The evaluation identified required building improvements (rated separation, fire sprinkler system, water main extension, fire alarm and detection system, and mechanical ventilation system) to comply with the NYS Building Code.

Evaluation/Analysis: Barton & Loguidice provided a February 14, 2025 proposal to provide design documents for building improvements to the Water Treatment Plant relating to the emergency generator tank replacement (tank replaced under a separate contract). These documents will enable the town to bid and construct the required improvements to comply with the NYS Building Code.

Recommendation(s): Authorize the supervisor to negotiate and execute a contract with Barton & Loguidice for the design of Water Treatment Plant emergency generator building improvements.

Attachment/Document(s): Barton & Loguidice Proposal dated February 14, 2025.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town / Supervisor's Office



February 14, 2025

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

Re: Professional Services Proposal
Town of Rotterdam Water Treatment Plant
Emergency Generator Tank Replacement Compliance Assistance – Fee Amendment No. 1

File: 904.065.001

Dear Supervisor Collins:

In accordance with your request, Barton & Loguidice, D.P.C. (B&L), is pleased to provide the Town of Rotterdam (Town) with this proposal for professional services to provide design documents for building improvements at the Water Treatment Plant located on 49 Rice Road, Schenectady, New York, related to the Emergency Generator Tank Replacement Compliance Assistance project.

We seek authorization for the additional scope of services identified herein as an amendment to our existing agreement with the Town dated August 19, 2024 pursuant to Resolution No. 301.24.

Project Understanding

Per our conversations and meetings with you and various personnel from the Town, we understand that our proposed scope of services is to include preparation of design documents for the building improvements needed to support the removal and replacement of the existing 2,000-gallon, single wall, aboveground storage tank (AST). This tank issued to store diesel fuel for an emergency generator fuel supply, and would be replaced with a new 2,000-gallon double wall AST at the Water Treatment Plant. Our scope of services is further detailed below.

B&L has identified the following building improvement components needed to meet current New York State Building Code requirements that will be incorporated in the design documents:

- Rated Separations.
- Fire Sprinkler System.
- Water Main Extension.
- Fire Alarm and Detection System.
- Mechanical Ventilation System.



Scope of Services

Task 1 – Design Documents (Lump Sum)

Design documents will including project specifications that will be identified on the drawings. We assume that the Town will bid the building improvements work and procure a contractor independently. Further, we assume the Town will perform construction administration services independently. As such, B&L has excluded bidding and construction administration from this task, and no spec book will be provided. As-needed consulting assistance beyond Task 1 services will be provided upon request, as identified in Task 2 below.

B&L will perform one (1) in-person site visit to verify existing conditions and attend one (1) virtual meeting to review 90% design documents with the Town.

90% design documents will illustrate the following:

1. Existing Condition Field Measuring and Documentation.
2. Site Plans
3. Code Review Plan.
4. Demolition Floor Plans.
5. New Work Plans.
6. Miscellaneous Details.
 - a. Specifications will be provided on the design drawings.

B&L will incorporate final Town comments prior to electronic PDF delivery of the completed design documents. Hard copies are available at cost upon request.

Task 2 – As-Needed Consulting Assistance

B&L will provide as-needed consulting assistance upon request (in excess of \$3,000 currently authorized under our existing authorization), and could include, but may not be limited to, the following:

1. Tank replacement construction assistance.
2. Building improvements bid assistance related to questions received by the Town from potential bidders.
3. Review of Bids and assistance with award of the work.
4. Meetings, in addition to those identified herein.
5. Observation assistance as requested throughout the building improvements construction work.

We have provided a budgetary place holder for this task for purposes of this proposal. Should effort in excess of the budgetary placeholder be requested, we are available to provide via fee amendment.



Fee Summary

B&L is prepared to provide the above outlined services as follows:

PROJECT PHASE SERVICE	FEE
Task 1 – Design Documents (Lump Sum)	\$26,500
Task 2 – As-Needed Consulting Assistance (Time & Expense)	\$7,500

Exclusions and Assumptions

1. The Town does not have an updated survey, original drawings, and as-built drawings of the buildings requiring an existing conditions site visit to measure and document existing conditions.
2. If requested, the Town shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Work. B&L shall be entitled to rely on the accuracy and completeness of the Town's information.
3. Items that are excluded from our proposal, or which may be considered additional services, or are considered Town expenses, shall include, but not be limited to:
 - a. Fees paid for securing approval of State & Federal authorities having jurisdiction over the project.
 - b. Life Cycle Cost Analysis for system alternatives.
 - c. FFE&E and moveable equipment selections and specifications.
 - d. Special Inspections are by others.
 - e. LEED Goals are not included, including U.S. Green Building Council LEED Certifications or Commissioning.
 - f. Services associated with the identification, design or remediation of lead, asbestos, mold or other hazardous environmental aspects are excluded from this scope of work.
 - g. Specifications will be provided on the design drawings (no books specification will be provided).
 - h. Comcheck, energy modeling, commissioning and testing of systems is excluded.

Additional Services

In the event additional services should be requested on this project, beyond the above outlined scope, B&L shall perform such services based on our standard hourly fee structure, and/or prepare an itemized cost proposal at that time, followed by authorization by the Town.

Mollie Collins, Supervisor
Town of Rotterdam
February 14, 2025
Page 4



Thank you for the opportunity to submit this proposal. If you should have any questions or comments regarding this information, please feel free to contact us.

If the aforementioned meets your approval, please sign the authorization below and return to us at your earliest convenience.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Timothy R. Bivens, AIA
Vice President
Facilities – Architectural Practice Area Leader

TRB/JDC

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam (Owner) to proceed with the services described herein in accordance with the Terms and Conditions of our existing agreement dated August 19, 2024.

Mollie Collins, Supervisor
Town of Rotterdam

Date

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 301.24

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE
FOR PROFESSIONAL ENGINEERING SERVICES FOR EMERGENCY GENERATOR
TANK REPLACEMENT COMPLIANCE ASSISTANCE**

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services relating to Emergency Generator Tank Replacement Compliance Assistance, in an amount not to exceed seven thousand and 00/100 (\$7,000.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 19, 2024.

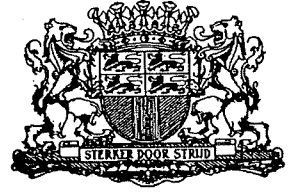


Diane M. Marco

Diane M. Marco, Town Clerk

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: August 9, 2024

TO: Town Board

FROM: Charles Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Barton & Loguidice Agreement – Compliance Review for Emergency Generator Fuel Tank Replacement.

TOWN BOARD MEETING: August 14, 2024

Background Information: The Town is replacing and existing above ground 2,000-gallon single wall fuel tank with a new 2,000-gallon double wall tank for fuel containment at the Rice Road Wellfield.

Evaluation/Analysis: Barton & Loguidice will perform a compliance review of the proposed new fuel system/tank that the Town would like to procure from Environmental & Fuel Systems, LLC, under State Contract, prior to award for a fee of \$7,000.

Recommendation(s): Approve Agreement between the Town and Barton & Loguidice for the compliance review.

Attachment/Document(s): Barton & Loguidice letter dated 7-3-2024.

Compliance with Purchasing Policy: Professional service.

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



July 3, 2024

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

Re: Proposal for Professional Engineering Services
Town of Rotterdam Water Treatment Plant
Emergency Generator Tank Replacement Compliance Assistance
NYSDEC PBS No. 4-601758

File: 702.5090

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) appreciates the opportunity to provide the Town of Rotterdam (the Town) with this proposal for Professional Engineering Services to assist with a compliance review for the removal and replacement of the existing 2,000-gallon single wall, aboveground storage tank (AST) used to store diesel fuel for an emergency generator fuel supply, with a new 2,000-gallon double wall AST at the Water Treatment Plant located on 49 Rice Road, Schenectady, New York.

Based on our understanding of the project, the Town is requesting assistance with a compliance review of the proposed New York State (NYS) contract scope of work, submitted by Environmental & Fuel Systems, LLC (E&FS), prior to award of the project.

B&L will provide the following Scope of Engineering Services.

Scope of Engineering Services

Compliance Review Phase (Lump Sum)

- B&L will provide a third party review of the scope of work identified above to ensure compliance with local, state, and federal requirements. A compliance memorandum will be provided to the Town documenting our review of the scope of work, related to the following applicable codes, regulations, and design standards:
 - NYSDEC 6 NYCRR Part 613, Petroleum Bulk Storage.
 - Fire Code of New York State:
 - Chapter 12, Energy Systems.
 - Chapter 50, Hazardous Materials – General Provisions.
 - Chapter 57, Flammable and Combustible Liquids



- National Fire Protection Association (NFPA):
 - Chapter 30, Flammable and Combustible Liquids Code.
 - Chapter 110, Standard for Emergency and Standby Power Systems.
- United States Environmental Protection Agency (USEPA):
 - 40 CFR Part 112, Oil Pollution Prevention Regulation.
- Prior to submission of our memorandum to the Town, we will conduct a meeting onsite to review the scope of work and existing site conditions, and to confirm our understanding of the project.

As-Needed Consulting Assistance (Time & Expense)

- Based on our experience gained working with municipal entities on similarly procured projects, we recommend the addition of this as-needed consulting assistance phase to be utilized upon request for miscellaneous consulting assistance items that may come up during completion of the project. Such items may include attendance at meetings, equipment questions, construction and field change coordination, etc. As the scope of this task is undefined at this time, we recommend an initial budget of \$3,000 to be utilized as needed.

Technical Assumptions

- Attendance at additional meetings beyond the meeting described herein will be provided on a time and expense basis in addition to the fee estimate below.
- Project deliverables will be provided electronically in PDF file format submitted via email.
- Any NYSDEC fees related to registration of the tank(s) is the responsibility of the Owner and is not included in the fee estimate herein. Typically, this fee is \$500 or less.
- We have assumed that our review of Contract Documents is limited to NYS contractor scope of work submitted on by E&FS.

Fee Estimate and Schedule

B&L proposes to provide the above described scope of engineering services in accordance with the fee schedule below. The as-needed time and expense task will be invoiced in accordance with our current Standard Billing Rates in effect when the work is performed. Total fee would be \$7,000.

Project Task	Estimated Fee Schedule
Compliance Review Phase (Lump Sum)	\$ 4,000
As-Needed Consulting Assistance (Time & Expense)	\$ 3,000

Mollie Collins, Supervisor
Town of Rotterdam
July 3, 2024
Page 3



We will work diligently to meet the Town's project schedule. If additional services are requested beyond the Scope of Services described herein, those services will be provided on a time and expense basis.

Please contact Don Fletcher or Josh Thomas if you wish to discuss the Scope of Services presented above or to clarify our approach. If this proposal meets with your approval, please countersign below and submit one (1) copy for our records.

We appreciate the opportunity to be of continued service to the Town on this project.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher', is written over a horizontal line.

Donald H. Fletcher
Executive Vice President

A handwritten signature in black ink, appearing to read 'Joshua R. Thomas', is written over a horizontal line.

Joshua R. Thomas, P.E.
Project Engineer

JRT/tlh

Attachment

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam (Owner) to proceed with the services described herein in accordance with the attached Terms and Conditions.

A handwritten signature in black ink, appearing to read 'Mollie A. Collins', is written over a horizontal line.

Mollie Collins, Supervisor
Town of Rotterdam

A handwritten date '8/19/2024' in black ink is written over a horizontal line.

Date

RESOLUTION NO. 153.25

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

**TOWN OF ROTTERDAM
REQUEST FOR QUALIFICATIONS**

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

WASTEWATER TREATMENT PLANT UPGRADE PROJECT

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

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

DATED: April 9, 2025

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

**Town Clerk
Post**

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

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

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
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 7, 2025

TO: Mollie Collins – Town Supervisor

FROM: C. Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Request for Qualifications (RFQ) for Engineering Services for the town's Wastewater Treatment Plant Upgrade Project.

TOWN BOARD MEETING: April 9, 2025

Background Information: The Town of Rotterdam is seeking an engineering firm to assist the Town of Rotterdam with construction phase engineering services for the town's Wastewater Treatment Plant Project.

Evaluation/Analysis: EFC (Environmental Facilities Corporation) requires the town to solicit qualifications from engineering firms to provide professional engineering services for the town's WWTP Upgrade project. Recent changes in funding regulations included a federal requirement to add the RFQ process into funding awards. The town submitted funding for CWSRF and WIIA and to close on this funding, the RFQ process must be met. Since design of this project is complete, the Town seeks an engineering consulting firm to assist only with construction phase services (construction administration and observation services) to comply with EFC funding requirements.

Recommendation(s): Adopt a resolution authorizing the Town Supervisor to issue a Request for Qualifications (RFQ) for Engineering Services for the Town's WWTP Upgrade project.

Attachment/Document(s): Request for Qualifications

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town / Supervisor's Office

Town of Rotterdam, New York

Request for Engineering Qualifications:

WWTP Upgrade Project

(Construction Phase Services)

DATE ISSUED: April 10, 2025

Program Requirements:

- NYS Environmental Facilities Corporation (EFC) Clean Water State Revolving Fund (CWSRF)/WIIA/EPA Grant
- Mandatory State Revolving Fund Terms and Conditions
- Minority Women Business Enterprise Goals and Guidance
- Davis Bacon Wage Rates
- American Iron and Steel (AIS)

TABLE OF CONTENTS

TABLE OF CONTENTS	1
ADVERTISEMENT - RFQ	2
INTRODUCTION	3
A. Overview	3
B. Time of Response	3
C. Contract Negotiations	4
D. Contract Execution.....	4
E. Term of Contract.....	4
F. Funding Agency Requirements.....	4
PROFESSIONAL SERVICE REQUIREMENTS.....	5
A. Scope of Work	5
B. Qualifications and Experience	6
C. Quality of Work	6
SUBMITTAL REQUIRMENTS	7
A. Preliminary Requirements	7
B. Letter of Interest.....	7
C. Main Proposal	7
SELECTION PROCESS.....	8
EVALUATION CRITERIA AND SCORING	9
QUESTIONS	9
SUBMITTAL DUE DATE.....	9
RFQ SUBMITTAL REQUIREMENTS CHECKLIST	10
APPENDIX A: FUNDING PROGRAM REQUIREMENTS	
APPENDIX B: PROJECT REFERENCE DATA	
APPENDIX C: REFERENCES	
APPENDIX D: CONFLICT OF INTEREST STATEMENT.....	
APPENDIX E: CERTIFICATE OF AUTHORITY	
APPENDIX F: W-9 FORM	
APPENDIX G: Non-Collusion Bidding Certification.....	

REQUEST FOR QUALIFICATIONS ENGINEERING SERVICES CONSTRUCTION PHASE

NOTICE IS HEREBY GIVEN, that the Town of Rotterdam, NY, will accept qualifications from engineering firms **until 4:00 pm on May 2, 2025**, for engineering services related to construction phase services for the town's wastewater treatment plant upgrade. The upgrade includes: Sequencing Batch Reactors, Equilization, Intermediate Pump Station, Tertiary Disk Filters, UV Disinfection, Sludge Stabilization with lime, Electric and Gas Service Upgrades, and associated Instrumentation/Controls/Telemetry improvements. Three prime construction contracts are anticipated: Contract No. 1A – General Construction; Contract No. 1B – Electrical Construction; and Contract No. 1C – Mechanical Construction.

PLEASE TAKE FURTHER NOTICE that the Town of Rotterdam affirmatively states that in regard to any contract entered into pursuant to this notice, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

Disadvantaged and Minority/Women-Owned Business Enterprises (M/WBE) businesses, Service-Disabled Veteran Owned Businesses (SDVOB) are strongly encouraged to participate in this project. The Town is an equal opportunity employer. *For more information on the requirements associated with the project funding and supplemental grant funds, please see the EFC website for a complete list of documents & requirements relevant to this project and necessary for all consultants & contractors under this project:*

Please contact Diane Marco, Town Clerk, Town of Rotterdam, John F. Kirvin Government Center, at **(518) 355-7575 Extension #318** for additional information concerning the RFQ.

All proposals submitted in response to this notice shall be marked "**RFQ – TOWN OF ROTTERDAM (WWTP Upgrade – Engineering Services – Construction Phase)**" clearly on the outside of the envelope and mailed to the Town at the address below.

**Town of Rotterdam
John F. Kirvin Government Center
1100 Sunrise Boulevard
Schenectady, NY 12306
Attn: Diane Marco – Town Clerk
Email: dmarco@rotterdamny.org**

INTRODUCTION

A. Overview

This Request for Qualifications (“RFQ”) is being issued by the TOWN OF ROTTERDAM (“the Town”) for CONSTRUCTION PHASE ENGINEERING SERVICES for the town’s wastewater treatment plant upgrade project. The project may be funded by the Clean Water State Revolving Fund (CWSRF)/Bipartisan Infrastructure Law General Supplemental Funds/WIIA/EPA Grant, administered locally by New York State Environmental Facilities Corporation (NYS EFC), and all aspects must be compliant to their requirements, which are included herein as **Appendix A**.

Companies with demonstrated experience in **Municipal WWTP Upgrade Projects** and public funding agency administration interested in making their services available to the Town are invited to respond to this RFQ. “Respondents” means the companies or individuals that submit qualifications in response to this RFQ. It is understood that the selected Respondent acting as an individual, partnership, corporation, or other legal entity, is licensed to provide such services in New York State. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents, or sub-consultants of any tier shall be competent to perform the services required under this RFQ document.

The Town is seeking to encourage participation by respondents who are DBE/MBE/WBE, and/or Service-Disabled business enterprises. For the purposes of the project, the Town is requiring a documented DBE/MBE/WBE participation compliance & good faith effort per the Program requirements listed in **Appendix A**.

Nothing in this RFQ shall be construed to create any legal obligation on the part of the Town or any respondents. The Town reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFQ in whole or in part, at any stage. In no event shall the Town be liable to respondents for any cost incurred in connection with the RFQ process, including but not limited to, any and all costs of preparing a response to this RFQ or any other costs incurred in reliance on this RFQ. No respondent shall be entitled to repayment from the Town for any costs, expenses or fees related to this RFQ. All supporting documentation submitted in response to this RFQ will become the property of the Town. Respondents may also withdraw their interest in the RFQ, in writing, at any point in time as more information becomes known.

B. Time of Response

Respondents will have approximately three (3) weeks to provide a response to this RFQ. The Town will review the qualifications and respond within two (2) weeks of RFQ closure.

- | | |
|------------------------|---|
| 1. RFQ Posted: | Thursday, April 10, 2025 |
| 2. Qualifications Due: | Friday, May 2, 2025, by 4:00 pm. |

3. Town Board Review: **May 5, 2025 – May 9, 2025**
4. Engineering Firm Selected: **May 14, 2025**

C. Contract Negotiations

After review, the selected engineering firm shall provide the Town an engineering agreement for review and approval.

D. Contract Execution

Once the contract Terms and Conditions have been approved, the final contract will be executed. Funding program requirements must be completed and provided as part of the contract documents, such as the EEO, M/WBE Plans, other required forms and plans, etc.

E. Term of Contract

Any contract awarded pursuant to this RFQ solicitation shall be for a contract period of approximately **(3) years** and will expire upon completion of the projects' administrative close out. **Substantial completion of the construction of the project must be completed no later than 9/28/2028, and administrative closeout must be complete no later than 12/31/2028.**

F. Funding Agency Requirements

Award recipients must follow the guidance provided in **Appendix A**. All Respondents must demonstrate capability to adhere to the following Funding Agencies' requirements:

- Davis Bacon Related Acts (DBRA) Compliance
- Disadvantaged Business Enterprises (DBE) & Minority Women Business Enterprise (MWBE) Compliance
- Service Disabled Veteran-Owned Businesses (SDVOB) Compliance
- Equal Employment Opportunity (EEO) Compliance
- Anti-Lobbying Policy
- American Iron & Steel Compliance.

Respondents are strongly encouraged to read these regulations prior to submitting their response to this RFQ. Dates and schedules provided by the above funding agencies will be incorporated into project scope of work and schedule requirements.

PROFESSIONAL SERVICE REQUIREMENTS

A. Scope of Work

Background

The goal of this project is to complete construction phase engineering services for the town's wastewater treatment plant upgrade project in compliance with NYSDEC, EPA, EFC and town requirements. It is expected that the project will be funded through the Clean Water State Revolving Fund (CWSRF)/Federal Grant program administered through New York State Environmental Facilities Corporation (NYS EFC)/Designated Federal Agency. A Map Plan Report dated August 2022 for the Town of Rotterdam WWTP Upgrade Project was prepared to develop a scope of work and cost for this proposed project and is included in **Appendix B**.

Engineering firms shall be required to provide the following Scope of Work, **at a minimum**:

- **General Requirements** – The consultant shall participate in public meetings, pre-construction and job meetings and distribution of meeting minutes to the Town. The consultant shall work with the Town to complete funding documentation for this project. The Town will assist with all funding requirements, funding compliance oversight, act as Minority Business Officer (MBO) with technical input from the consultant. The consultant will be responsible for any technical information required for project funding compliance. The consultant shall additionally coordinate with regulatory & funding program representatives as requested for review and approval of construction related compliance requirements (AIS, Document Collection Forms, MWBE, EFC Closings, Prevailing Wage).
- **Construction Administration & Observation** – The consultant shall provide construction administration services including, but not limited to, the following:
 1. Issuing a Notice to Proceed (NTP).
 2. Day to day correspondence with prime contractors and town's representatives.
 3. Responding to prime contracto(s) request for information.
 4. Reviewing and approving all Submittals, shop drawings and substitutions review/documentation, as necessary.
 5. Monthly construction progress meetings and preparation of associated meeting minutes.
 6. Review of prime contractor(s) construction schedules and coordination of schedules with prime contractors on the behalf of the town.
 7. Periodic site visits by office staff to review compliance with contract documents and the status of construction.
 8. Reviewing and making recommendations to the Town for any requested Extra Work Orders/Change Orders
 9. Reviewing and certify contractor application for payment and making recommendations to the Town for payment.
 10. Provide contractor Certified Payrolls.

11. Providing full-time construction observations services to ensure construction compliance with contract documents for the project (Please provide estimated construction period, and number of hours construction Resident Project Representative will be on-site, and hourly rate).
12. Coordinating the start up of all treatment plant processes with prime contractors/vendors, preparing meeting minutes. Provide budget for licensed treatment plant operator if available and on staff.
13. Review of the final work and development of and punch list.
14. Provide letter of construction compliance at the end of the project.
15. Provide NYSDEC compliant Operations and Maintenance Manuals for the project.

The consultant shall be responsible for coordinating all aspects of this project and addressing any questions or concerns of the NYSDEC/NYSEFC/EPA/Town and any other regulatory agencies as required. Additionally, the consultant shall work to meet all MWBE/SDVOB, participation requirements and goals, as required for funding compliance. Davis-Bacon prevailing wage rate documentation is required for this project, as determined by DOL.

B. Qualifications and Experience

This Request for Qualifications will determine the most qualified Engineering Firm to: provide funding administration, program work, perform construction administration and observation services including following all County, State and Federal rules and regulations governing the supplemental funding program provided in **Appendix A**. Consultants must provide a Qualifications and Experience Statement with this proposal that includes information described in Section B and C of the Submittal Requirements.

C. Quality of Work

All work shall follow recognized professional practices and standards of care and meet the requirements of local, state and federal agencies for the construction of the wastewater treatment plant upgrade project.

SUBMITTAL REQUIREMENTS

A. Preliminary Requirements

1. *Certificate of Authority (Corporation) or Certificate of Existence (ex: Professional Limited Liability Company or “PLLC”) issued by the NY Secretary of State
2. *Evidence of Insurance: Commercial General Liability with limits not less than \$2,000,000; Workers Compensation and Employers Liability with limits not less than \$500,000; Automobile Liability with limits not less than \$1,000,000 per occurrence, Umbrella Policy for \$5,000,00 and a Professional Liability Policy with limits not less than \$2,000,000.
3. *References: At least three (3) references of *related projects*, including date of project, contact person and phone number, and a brief description of the project.
4. *Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the Town.

B. Letter of Interest

Submit a Cover Letter of Interest signed by a duly authorized officer or representative of the Respondent, not to exceed two pages in length. The Letter of Interest must also include the following information:

- The principal place of business and the contact person, title, telephone number and email address.
- A brief summary of the qualifications of the Respondent and team.
- Description of organization (i.e. Professional Corporation, or Professional Limited Liability Company).
- The names and business addresses of all Principals of the Respondent. For purposes of this RFQ “Principals” shall mean persons possessing an ownership interest in the Respondent.
- If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the Respondent.

C. Main Proposal

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the Respondents in conformity with the requirements of this RFQ. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this project. It should also specify an approach that will meet the request for

proposals requirements.

The proposal should address all the points outlined in the request for qualifications. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for qualifications. While additional data may be presented, the following items must be included; this represents the criteria against which the proposal will be evaluated.

1. **Qualifications Proposal:**

Provide a synopsis of the years of experience and detailed qualifications in performing the range of municipal wastewater treatment plant experience on various project types in compliance with applicable standards, including team's resumes. Respondents should provide narrative examples of a minimum of three (3) projects in detail that are similar in nature to projects described in the RFQ (see "References"). References for similar projects and project profiles will be reviewed to evaluate the level of experience. Provide qualifications/experience of any licensed wastewater operators that are on staff and how they may contribute to this project.

2. **Technical Proposal:**

- a. **Project Management Plan:** Discuss approach to the project in terms of understanding of the established Scope and Deliverables execution, with regard to any constraints identified in this RFQ, to include funding requirements. Provide a plan for engaging the Town's project team and regulatory agencies required. Provide the number of full-time and part-time employees, partnerships or subconsultants proposed and their value to the project.
- b. **Schedule:** Capacity to complete the scope of work within the defined period of performance: **September 2025 – December 2028.** The successful Respondent will have a detailed project schedule & work plan to illustrate the ability complete the work with respect to constraints, either stated or assumed. Include a brief Gantt chart to illustrate your proposed schedule.
- c. **Funding Agency Experience:** Respondents shall cite previous project experience in working with MWBE/DBE firms, cite any existing partnerships with MWBE/DBEs or cite the planned MWBE/DBE partnerships relevant to addressing requirements of this project & RFQ.

SELECTION PROCESS

The Selection Committee comprised of the Town staff will review qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted timely and comply with the mandatory requirements of the RFQ will be evaluated in accordance with the terms of the RFQ. Professional services shall be awarded to vendor whose proposal received the most points in accordance with criteria set forth in RFQ.

EVALUATION CRITERIA AND SCORING

In evaluating responses to this Request for Qualifications, the Town will take into consideration the experience, capacity, and funding experience that are being proposed by the Respondent. The following Evaluation Criteria will be considered in reviewing submittals:

The point system is to evaluate the experience and capacity of the Respondent. Maximum is **100 Points**:

- Respondents will be awarded up to **20 Points** for **Completeness of Response**.
- Respondents will be awarded up to **40 Points** for **Qualifications Proposal**.
 - ***Related Project Experience: 30 Points***
 - ***Public Funding Experience: 10 Points***
- Respondents will be awarded up to **40 Points** for the **Technical Proposal**:
 - ***Project Management Plan: 15 Points***
 - ***Detailed Schedule: 5 Points***
 - ***Scope of Services 20 Points***

QUESTIONS

Please contact Diane Marco, Town Clerk, Town of Rotterdam, John F. Kirvin Government Center, at **(518) 355-7575 x-318** for additional information or questions concerning the RFQ.

SUBMITTAL DUE DATE

Responses to this RFO are due on May 2, 2025 by 4:00 pm. RFQ responses must be submitted via US mail or in person. Please provide three (3) bound hard copies.

All Qualifications submitted in response to this notice shall be marked "**RFQ – TOWN OF ROTTERDAM (WWTP Upgrade – Construction Phase Engineering Services)**" clearly on the outside of the envelope and mailed to the Town at the address below:

**Town of Rotterdam
John F. Kirvin Government Center
1100 Sunrise Boulevard
Schenectady, NY 12306
Attn: Diane Marco – Town Clerk
Email: dmarco@rotterdamny.org**

RFQ SUBMITTAL REQUIREMENTS CHECKLIST

FORMS FROM RFO PACKAGE TO RETURN:

- ☐ RFQ Submittal Requirements Checklist (*Provide Checklist with RFQ Response*)
- ☐ *Appendix C: References (Minimum 3 related projects)
- ☐ *Appendix D: Conflict of Interest Statement & Supporting Documentation
- ☐ *Appendix E: Certification of Authority
 - Aka, Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- ☐ *Appendix F: W-9 Form
- ☐ *Appendix G: Non-Collusion Bidding Certification

FOR THE RESPONDENT TO PROVIDE:

- ☐ Signed Letter of Interest
- ☐ Qualifications Proposal:
 - Description of Company
 - Capacity of Company
 - Resumes of specific staff identified to work on project
 - State License and or Certification
- ☐ Technical Proposal:
 - Project Management Plan (Describe your approach in detail)
 - Schedule Proposal (Provide in a Gantt Chart format)
 - Experience with DBE/MBE/WBE, if applicable
 - Proposed Scope of Work – Construction Phase Engineering Services

APPENDIX A

FUNDING PROGRAM REQUIREMENTS



Mandatory State Revolving Fund Terms and Conditions

**For Contracts Funded with the NYS Clean Water State Revolving Fund
or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

☒ **Construction**

- ☒ **Treatment Works and Drinking Water Projects**
- ☐ **Non-Treatment Works**

☐ **Non-Construction**

Effective October 1, 2023

**New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov**

Contents

INTRODUCTION.....	4
REQUIRED CONTRACT LANGUAGE.....	4
COMMONLY USED TERMS	4
SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS	5
SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS.....	5
I. General Provisions.....	5
II. Equal Employment Opportunities (EEO)	6
III. Business Participation Opportunities for MWBEs.....	7
A. Contract Goals	7
B. MWBE Utilization Plan	8
C. Request for Waiver	8
D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")	8
E. Liquidated Damages - MWBE Participation.....	9
SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES.....	9
SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT	10
SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS.....	10
SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT	16
SECTION 7 RESTRICTIONS ON LOBBYING	16
SECTION 8 CONSTRUCTION SIGNS.....	16
ATTACHMENTS (Required Forms).....	17
Attachment 1 – EFC MWBE Utilization Plan.....	18
Attachment 2 – AIS Contractor's Certification.....	19
Attachment 3 – Lobbying Certification	20

INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Contracts Meeting Article 15-A Thresholds means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- a) Non-Construction Provider Contracts greater than \$25,000;
- b) Non-Construction Provider Contracts that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- c) Construction Contracts greater than \$100,000; and,
- d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

- A. Contractors and Subcontractors are required to comply with the following provisions:
 1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.
 2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
 4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
 5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
- C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.
- D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- G. **For construction contracts in excess of \$10,000**, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet> , if Contractor or Subcontractor:
1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. **New York State certified MWBE participation goals for this contract are 20%.** For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
 - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
 - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
 - c. NYS Intermunicipal Grants that are also receiving EFC financing.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
 - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.
4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The requirements of this section apply to all Construction Contracts and Subcontracts

- A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

- B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>.
- C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 2](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis–Bacon poster (WH–1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor's website, <https://beta.sam.gov/> .

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 2. The classification is utilized in the area by the construction industry; and,
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall

maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.
7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.
8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 7 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 3](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in [ESD's MWBE Directory](#). A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	GIGP No.:	Contract ID:	Registration No. (NYC only):
Minority Business Officer:		Email:	Phone #:
Address of MBO:			
Electronic Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
Firm Name:		Contract Type: ☐ Construction ☐ Other Services	
Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ☐ Other: If certified, please include Prime information in Section 3. If dual certified, you must select either MBE <u>or</u> WBE.			
Address:		Phone #:	Fed. Employer ID #:
Description of Work:		Email:	
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total
Total Contract Amount: \$ MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			PROPOSED MWBE Participation Total: % \$

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION			
This Submittal is:	☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #:		
NYS Certified M/WBE Subcontractor Info		Contract Amount:	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:		
Select Only One: ☐ Broker % ____ ☐ Supplier ☐ N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:		
Select Only One: ☐ Broker % ____ ☐ Supplier ☐ N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:		
Select Only One: ☐ Broker % ____ ☐ Supplier ☐ N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:		
Select Only One: ☐ Broker % ____ ☐ Supplier ☐ N/A	Completion Date:		
Full Contract Amount: \$			

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:		
Select Only One: ☐ Broker % ____ ☐ Supplier ☐ N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:		
Select Only One: ☐ Broker % ____ ☐ Supplier ☐ N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:		
Select Only One: ☐ Broker % ____ ☐ Supplier ☐ N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:		
Select Only One: ☐ Broker % ____ ☐ Supplier ☐ N/A	Completion Date:		
Full Contract Amount: \$			
SIGNATURE			
Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. Name (Please Type):			Date:

Attachment 2 – AIS Contractor’s Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:
Contractor's Name:
Contract ID:
SRF Project No.:
SRF Recipient Name:

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:
Name (print):
Title:
Date:

Attachment 3 – Lobbying Certification



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.:

Recipient:

Project Description:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Name:

Title:

Company Name:

Date:

Contract ID:

APPENDIX B

PROJECT REFERENCE DATA

Preliminary Engineering Report

Wastewater Treatment Plant Improvements Project

CWSRF Project #C4-565-15-00

SPDES NY0020141

Prepared for

Town of Rotterdam

1100 Sunrise Boulevard

Rotterdam, New York



Revision 3
December 2024

Barton & Loguidice

Wastewater Treatment Plant Improvements Project
Town of Rotterdam, Schenectady County

Preliminary Engineering Report

September 2020

(Revision 1 November 2021)

(Revision 2 June 2022)

(Revision 3 December 2024)

Prepared for

Town of Rotterdam

1100 Sunrise Boulevard

Rotterdam, New York 12306

Prepared by

Barton & Loguidice, D.P.C.

10 Airline Drive, Suite 200

Albany, New York 12205

The information contained herein IS NOT INTENDED TO BE AND DOES NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspects of municipal securities, municipal derivatives, guaranteed investments, contracts or investment strategies. Any opinions, advice, information, or recommendations contained herein are understood by the recipients to be strictly *engineering* opinions, advice, information, or recommendations. Barton & Loguidice is not a “municipal advisor” as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The parties to whom this information is being provided should determine whether they require the services of a municipal advisor.

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
EXECUTIVE SUMMARY	vii
ABBREVIATIONS.....	ix
1.0 INTRODUCTION	1
1.1. Authorization	1
1.2. Background	1
1.3. Scope of Work.....	1
2.0 PROJECT BACKGROUND AND HISTORY	2
2.1. Site Information	2
2.1.1. Location.....	2
2.1.2. Geographic Conditions.....	3
2.1.3. Environmental Resources.....	3
2.1.4. Floodplain Considerations.....	3
2.1.5. Environmental Justice Areas	3
2.2. Ownership and Service Area	4
2.2.1. Facility Ownership	4
2.2.2. Presence of Outside Users	4
2.2.3. Required Agreements	4
2.2.4. Industrial Users.....	4
2.2.5. Population Trends and Projected Growth.....	4
2.2.6. Anticipated Development	5
3.0 EXISTING FACILITIES	6
3.1. Description and History	6
3.2. Permit Conditions and Effluent Discharge Limits.....	6
3.3. Compliance Issues	6
3.4. Existing Design Flows and Waste Loads	7
3.5. Existing Flows and Waste Loads.....	7
3.6. Existing Energy Consumption.....	8
3.7. Site Layout	9
3.8. History of Damage.....	9
3.9. Unit Processes	9
3.9.1. Preliminary Treatment.....	10
3.9.2. Primary Clarifiers	10
3.9.3. Rock Media Trickling Filters.....	12
3.9.4. Intermediate Pump Station.....	13
3.9.5. Dual Train RBC's.....	13
3.9.6. Secondary Clarifiers	14

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
3.9.7. Tertiary Sand Filter.....	15
3.9.8. Chlorine Contact Tank.....	16
3.9.9. Outfall Sewer	16
3.9.10. Solids Processing.....	16
3.9.11. Anaerobic Digesters.....	17
3.10. Definition of the Problem	17
3.10.1. Health, Sanitation, and Security	18
3.10.2. Aging Infrastructure	18
3.10.3. Infiltration and Inflow	18
3.10.4. Reasonable Growth	18
3.10.5. Water, Energy and/or Waste Considerations.....	19
3.10.6. Suitability for Continued Use.....	19
3.10.7. Storm and Flood Resiliency	19
3.10.8. Use Compliance with Accepted Standards.....	19
3.11. Financial Status	20
3.11.1. Source of Income	20
3.11.2. Current Rate Schedules.....	20
3.11.3. Other Capital Improvements.....	20
3.11.4. Status of Existing Debt	20
3.11.5. Required Reserve Accounts.....	21
4.0 DESIGN FLOWS & ORGANIC LOADINGS	22
5.0 WWTP IMPROVEMENTS ALTERNATIVE ANALYSIS	23
5.1. No Action	23
5.2. In-Kind Repairs (Alternative 1).....	23
5.2.1. Proposed Preliminary Design	24
5.2.2. Impact on Existing Facility	27
5.2.3. Land Requirements.....	27
5.2.4. Environmental Impacts and Mitigation Measures	27
5.2.5. Discharge Permit Requirements.....	27
5.2.6. Water and Energy Efficiency Measures	27
5.2.7. Storm and Flood Resiliency	27
5.2.8. Schedule and Constructability.....	27
5.2.9. Opportunities for Green Infrastructure	28
5.2.10. Project Capital Cost.....	28
5.2.11. Anticipated O&M Costs.....	28
5.2.12. Short-lived Asset Costs.....	29
5.3. Rehabilitation and Expansion (Alternative 2)	29

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
5.3.1. Proposed Preliminary Design	29
5.3.2. Impact on Existing Facility	32
5.3.3. Land Requirements	33
5.3.4. Environmental Impacts and Mitigation Measures	33
5.3.5. Discharge Permit Requirements	33
5.3.6. Water and Energy Efficiency Measures	33
5.3.7. Storm and Flood Resiliency	33
5.3.8. Schedule and Constructability	33
5.3.9. Opportunities for Green Infrastructure	33
5.3.10. Project Capital Cost	33
5.3.11. Anticipated O&M Costs	34
5.3.12. Short-lived Asset Costs	34
5.4. Sequencing Batch Reactor (Alternative 3)	35
5.4.1. Proposed Preliminary Design	35
5.4.2. Impact on Existing Facility	37
5.4.3. Land Requirements	38
5.4.4. Environmental Impacts and Mitigation Measures	38
5.4.5. Discharge Permit Requirements	38
5.4.6. Water and Energy Efficiency Measures	38
5.4.7. Storm and Flood Resiliency	38
5.4.8. Schedule and Constructability	38
5.4.9. Opportunities for Green Infrastructure	38
5.4.10. Project Capital Cost	38
5.4.11. Anticipated O&M Costs	39
5.4.12. Short-lived Asset Costs	40
6.0 SUMMARY AND ALTERNATIVE COMPARISON	41
6.1. Feasible Alternatives Summary	41
6.2. Non-Monetary Factors	42
6.2.1. Compliance with Standards	42
6.2.2. WWTP Capacity	42
6.2.3. Recreational Impact	42
6.2.4. Employment Factors	42
6.2.5. Aesthetics	42
6.2.6. Existing Habitat Impacts	42
6.2.7. Permit Issues	42
6.2.8. Community Objections	42
6.2.9. Historic/Cultural Resources	42

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
6.2.10. Wetlands	43
6.3. Life-Cycle Cost Analysis.....	43
6.4. Green Infrastructure.....	43
7.0 RECOMMENDED ALTERNATIVE	44
7.1. Basis of Selection.....	44
7.2. Cost Estimate	44
7.2.1. Payback Period	44
7.2.2. Preliminary Plan of Finance.....	44
7.2.3. Summary of Preliminary Funding Plan.....	44
7.3. Project Schedule.....	45
7.4. Next Steps	45
8.0 CONCLUSION	47
REFERENCES.....	48

Tables

Table 2-1: Population Data Taken from U.S. Census.....	4
Table 2-2: EDU Summary.....	5
Table 3-1: WWTP SPDES Permit Summary	6
Table 3-2: Existing Design Flows and Waste Loads	7
Table 3-3: Influent Flow Characteristics (2017 – 2019).....	7
Table 3-4: Average Monthly Loading Characteristics (2017 – 2019).....	8
Table 3-5: Maximum Monthly Average Loading Characteristics (2017 – 2019)	8
Table 3-6: Projected Growth Summary	19
Table 4-1: Design Maximum Monthly Flows and Loadings	22
Table 5-1: Estimate of Probable Cost (Alternative 1).....	28
Table 5-2: Estimate of Probable Cost (Alternative 2).....	34
Table 5-3: Estimate of Probable Cost (Alternative 3).....	39
Table 6-1: Feasible Alternatives Summary	41
Table 6-2: 30-Year Present Worth Analysis	43
Table 7-1: User Cost Impact – Subsidized Financing	45
Table 7-2: User Cost Impact – Market Rate Financing	45

Figures

Figure 2-1: Project Location Map	2
Figure 2-2: USGS Topographic Map.....	2

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Figure 2-3: DEC Environmental Justice Area Map.....	3
Figure 3-1: 30-Day Monthly Average Flows.....	7
Figure 3-2 Monthly Average BOD5 and TSS Loadings	8
Figure 3-3: Existing WWTP Site Layout.....	9
Figure 3-4: Primary Clarifiers	11
Figure 3-5: Primary Clarifier Grease	11
Figure 3-6: Trickling Filters.....	12
Figure 3-7: Secondary Clarifiers	14
Figure 3-8: Floating Sludge in Chlorine Contact Tank.....	15
Figure 3-9: Belt Press Feed Pump.....	16
Figure 3-10: Belt Press	17
Figure 5-1: Typical Clarifier Baffle Installation	24
Figure 5-2: Disk Filter Installation.....	26
Figure 1: WWTP Existing Conditions	
Figure 2: WWTP Improvements Alternative 1	
Figure 3: WWTP Improvements Alternative 2	
Figure 4: WWTP Improvements Alternative 3	
Appendices	
Appendix A – USGS Soil Mapping	
Appendix B – Environmental Resource Map	
Appendix C – FEMA Firmette	
Appendix D – Sludge Hauling Agreement	
Appendix E – SPDES Permit	
Appendix F – WWTP Process Data Summary	
Appendix G – WWTP Unit Process Capacity Calculations	
Appendix H – B&L 2017 I&I Study Report	
Appendix I – Growth Area Map	
Appendix J – Growth Area Flow Estimates	
Appendix K – Opinion of Probable Cost	
Appendix L – SEQR Documents	
Appendix M – SHPO Correspondence	
Appendix N – Smart Growth Assessment Form	
Appendix O – Engineering Report Certification	

EXECUTIVE SUMMARY

The Town of Rotterdam Sewer District #2 Wastewater Treatment Plant (WWTP) is over 70 years old and many WWTP components are showing signs of deterioration as they age. The WWTP has violated its SPDES discharge limit for settleable solids 3 times in the past two years due to failure of the tertiary sand filter and poor performance of the secondary clarifiers. In order to prevent future SPDES violations and protect water quality of the Mohawk River, aging WWTP components must be rehabilitated or replaced. Additionally, the Town of Rotterdam is expecting growth within Sewer District #2, as well as potential extension of the existing district boundaries to include nearby development. This will necessitate an increase in the WWTP's permitted capacity from 1.5 MGD to 1.8 MGD. Many WWTP components are undersized to meet this increased capacity.

Three (3) alternatives for improving effluent quality and increasing WWTP capacity were analyzed as part of this report. It is recommended that the Town implement Alternative 3 - Sequencing Batch Reactor. Under this alternative, three (3) SBRs would be installed along with tertiary disk filters, replacing the existing trickling filters and RBCs. Other existing components, including the primary clarifiers and belt filter press, would be rehabilitated and kept in service. Additional improvements, including the installation of an ultraviolet (UV) disinfection system, are also recommended. This alternative provides the Town with the most modern and durable option for meeting its SPDES permit and future growth demands. The recommended project will improve water quality of the Mohawk River and increase sewer reliability throughout the Town, including the identified environmental justice area around Memorial Park. The project also has the potential to increase employment opportunities throughout the Town, including the environmental justice area, by strengthening physical infrastructure and allowing for commercial development. The opinion of probable cost for the recommended WWTP and collection system improvements is \$20,000,000.

ABBREVIATIONS

ADF	Average Daily Flow
BMP	Best Management Practice
C	Celsius
CCI	Construction Cost Index (ENR)
cfs	Cubic feet per second
CT	concentration x time
CWSRF	Clean Water State Revolving Fund
DEC	New York State Department of Environmental Conservation
DMR	Discharge Monitoring Report
DO	Dissolved oxygen
DOT	New York State Department of Transportation
ECL	Environmental Conservation Law
EDU	Equivalent Dwelling Unit
EFC	New York State Environmental Facilities Corporation
ENR	Engineering News-Record
EPA	United States Environmental Protection Agency
F	Fahrenheit
fps	Feet per second
gpd	Gallons per day
GML	General Municipal Law
gpm	Gallons per minute
HGL	Hydraulic Grade Line
hp	Horsepower
HPGN	High Precision Geodetic Network (1998)
IUP	Intended Use Plan
ISO	Insurance Services Office
LF	linear feet
MHI	Median Household Income
MGD	Million gallons per day
NAD83	North American Datum (1983)
NAVD88	North American Vertical Datum (1988)
NPSHa	Net positive suction head available
NPSHr	Net positive suction head required
NYS CC	New York State Canal Corporation

ABBREVIATIONS (cont'd)

NYSDOH	New York State Department of Health
NYSOPRHP	New York State Office of Parks, Recreation, and Historic Preservation
OMB	Office of Management and Budget
PER	Preliminary Engineering Report
PHF	Peak Hourly Flow
ppm	parts per million
psig	Pounds per square inch (gauge)
Q	Volumetric flow rate (gpm, MGD)
scfm	Standard cubic feet per minute (68 degrees F and 1 atmosphere)
SEQR	State Environmental Quality Review
SPDES	State Pollutant Discharge Elimination System
SWPPP	Storm Water Pollution Prevention Plan
TDH	Total dynamic head
TSS	Total suspended solids
USACE	United States Army Corps of Engineers
USFWS	United States Fish and Wildlife Service

1.0 INTRODUCTION

1.1. Authorization

On May 15, 2020, the Town of Rotterdam retained the services of Barton and Loguidice, D.P.C. (B&L) to prepare an engineering report to evaluate potential improvements to its existing Sewer District # 2 Wastewater Treatment Plant (WWTP). This report describes different options for the Town to implement upgrades and/or repairs to the existing primary settling tanks, dosing tanks, trickling filters, and secondary clarifiers. The report also describes a complete refurbishment of the existing belt press and replacement of the existing tertiary sand filter and SCADA system, plus an alternative analysis for a potential upgrade from a 1.5 to a 1.8 MGD facility.

1.2. Background

The Town owns and operates a WWTP and a sanitary sewer collection system which conveys flows via gravity. The Town WWTP has suited the Town well since it was originally constructed in the early 1940's. Original components still in existence today include the rock media trickling filters (operational), sludge digesters and sludge holding tanks (not operational). In 1981, upgrades were made to the trickling filters and a septage dump station, gravity sludge thickener, secondary settling tanks, and a chlorine contact basin were added. In 1996, the influent bar screen, grit separator, Parshall flume, primary settling tanks, dual train rotating biological contactors, UV disinfection reactors and belt filter press were added. This study includes an evaluation of alternative improvements to the WWTP in an effort to identify energy saving opportunities, increased efficiency and reliability, plus increase treatment capacity.

The WWTP continues to operate, but has violated its SPDES discharge limits several times in recent years. Due to the WWTP age, major treatment components of the facility are showing signs of deterioration and/or have exceeded their useful lives. It is crucial to keep the WWTP operating properly to ensure continued protection of the Mohawk River, where the facility discharges.

1.3. Scope of Work

The scope of services for the PER is as follows:

- Evaluate the condition of existing wastewater collection system and treatment facility
- Evaluate potential improvements to ensure continued operation and regulatory compliance

2.0 PROJECT BACKGROUND AND HISTORY

The Town of Rotterdam WWTP is located off of Campbell Avenue in Rotterdam, NY. The WWTP serves Rotterdam Sewer District #2. With over 70 years of service, some of the WWTP equipment and facilities are beyond or nearing the end of their service life. Aging and wear are evident as further discussed below. The Town is also anticipating development in the near future that will contribute flow that would require the WWTP to increase from a 1.5 to a 1.8 MGD permit limit and capacity.

2.1. Site Information

2.1.1. Location

The Town of Rotterdam is located in central Schenectady County, New York. Nearby communities consist of the Town of Princetown to the West, the City of Schenectady to the East, the Town of Guilderland to the South, and the Town of Glenville to the North.

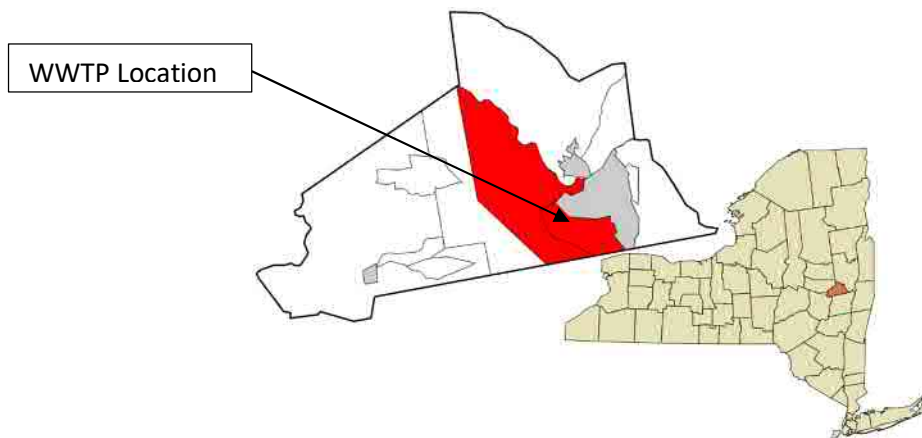


Figure 2-1: Project Location Map

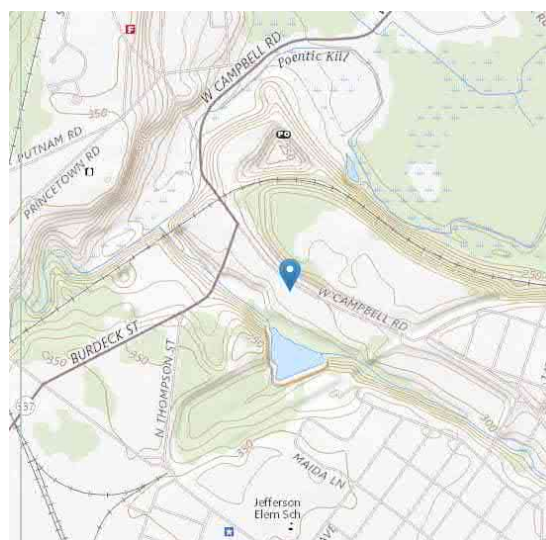


Figure 2-2: USGS Topographic Map

2.1.2. Geographic Conditions

A custom soil resource report for Schenectady County by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) is included as Appendix A. Soils in the project area are primarily Colonie loamy fine sand, 0 to 3 percent slopes.

2.1.3. Environmental Resources

Preliminary screening through the New York State Department of Environmental Conservation Environmental Resource Mapper has identified that the project is located within the vicinity of a Regulated Freshwater wetland. In order to prevent impact, no work will be conducted in wetland areas. Due to the bordering wetlands, caution will be taken during construction to avoid temporary impacts. The project is also in the vicinity of Rare Plants Listed as Endangered, Threatened, or Rare by New York State. The Environmental Resource Mapper does not specify which species. A copy of the Environmental Resource Map is included in Appendix B.

2.1.4. Floodplain Considerations

A small portion of the Town of Rotterdam's WWTP is located within a FEMA 100-year flood zone. The intermediate pump station adjacent to the trickling filters is located within a FEMA 100-year flood zone, no base flood elevation has been determined. The remainder of the WWTP is located in an area of minimal flood hazard. A FEMA FIRMet digital flood map of the project area is included in APPENDIX C.

2.1.5. Environmental Justice Areas

Screening through the DEC Webmap of Potential EJ Areas has identified that this project serves a potential environmental justice area of Census Block Group 360930327003 southeast of the WWTP, shown in purple in Figure 2-3. Residents living within this area rely on the existing WWTP and sanitary sewer system for safe and reliable treatment of their wastewater. By improving the water quality of the Mohawk River and by encouraging employment opportunities and commercial development, this project will help alleviate some of the issues contributing to this neighborhood's status as an environmental justice area.



Figure 2-3: DEC Environmental Justice Area Map

2.2. Ownership and Service Area

2.2.1. Facility Ownership

The existing WWTP is owned and operated by Town of Rotterdam.

2.2.2. Presence of Outside Users

Currently there are several Outside Users, including Rotterdam Square Mall, BJ's Wholesale Warehouse, and Von Roll USA, that discharge flow to Town facilities for treatment.

2.2.3. Required Agreements

There is an existing agreement in place between Town of Rotterdam and Precision Industrial Maintenance, Inc. for the hauling and disposal of dewatered sludge. A copy of this agreement is included as Appendix D.

2.2.4. Industrial Users

The existing WWTP accepts septage from local haulers and leachate from the closed Town landfill. The WWTP is permitted to accept up to 20,000 gpd of leachate and 7,000 gpd of septage.

2.2.5. Population Trends and Projected Growth

Census data indicates that the Town of Rotterdam has seen 4.0% growth between 2000 and 2018, summarized in Table 2-1. Based on this information, the anticipated annual population growth rate in the Town of Rotterdam is 0.22% over the next 20 years (2040). The estimated Town population in Year 2040 is 30,974.

Table 2-1: Population Data Taken from U.S. Census

Town	2000 Population	2010 Population	2018* Population	2040 Population (Projected)
Rotterdam	28,316	29,094	29,448	30,974

*Source: 2018 American Community Survey 5-Year Estimate.

2.2.5.1 Establishment of Sewer Debt Responsibility

The Town classifies and bills sewer users based on Equivalent Dwelling Units (EDUs), defined as one single family residential household or equivalent. Debt service and operations and maintenance costs associated with the WWTP are paid by Town residents within Sewer District #2. According to property data provided by the Town, there are approximately 4,188 total EDUs within Sewer District #2. Assuming that each residential EDU serves 2.5 people, there are approximately 7,253 Town residents which are served by the WWTP. Wastewater from other Town residents is either pumped to the City of Schenectady WWTP or disposed of on-site (i.e. septic tanks, etc.).

Table 2-2: EDU Summary

Property Classification	Equivalent EDU
Agricultural	0
Residential	2,901
Vacant Land	10
Commercial	1,199
Recreation & Entertainment	2
Community Services	74
Industrial	1
Public Services	1
Wild, Forested, Conservation Lands, and Public Parks	0
Total	4,188

2.2.6. Anticipated Development

The Town of Rotterdam is anticipating growth in the form of residential and commercial development over the next 20 years.

3.0 EXISTING FACILITIES

3.1. Description and History

The Town of Rotterdam Sewer District #2 collection system was designed and built in the early 1940's, with several expansions since then. The collection system covers approximately 2.9 square miles and contains 25.6 miles of gravity sewer, 4.1 miles of force main, and 612 manholes. The Sewer District #2 Wastewater Treatment System was also built in the 1940's, and underwent significant expansions/upgrades in 1982 and 1996. Several improvements were recently completed in spring 2019.

3.2. Permit Conditions and Effluent Discharge Limits

The Town of Rotterdam WWTP operates under SPDES permit number NY0020141. The current permit was issued in July 2024 and is effective through May 2025. The current permit includes effluent limits for the existing facility and the post-construction facility. The post-construction effluent limits are summarized in Table 3-1. A copy of the active SPDES permit that highlights permit conditions and effluent discharge limits is included in Appendix E.

Table 3-1: WWTP SPDES Permit Summary

Parameter	Type	Effluent Limits			
		Limit	Units	Limit	Units
Flow	Monthly Avg	1.8	mgd		
pH	Range	6.0-9.0	SU		
Temperature	Daily Max	Monitor	Deg. F		
BOD5	Monthly Avg	30	mg/l	450	lbs/day
BOD5	7-day Avg	45	mg/l	680	lbs/day
TSS	Daily Max	30	mg/l	450	lbs/day
TSS	7-day Avg	45	mg/l	680	lbs/day
Solids, Settleable	Daily Max	0.1	ml/l		
Mercury	Daily Max	50	ng/l		
Mercury	12-month Avg	12	ng/l		
Effluent Disinfection, All Year					
Coliform, fecal	30-Day Avg	200	No./ 100 ml		
Coliform, fecal	7-day Avg	400	No./ 100 ml		
Chlorine, total residual	Daily Max	0.054	mg/l		
Phosphorus*	Monthly Avg	0.5	mg/l		

*Draft phosphorus limit anticipated by B&L based on similar facilities. No written guidance from NYS DEC has been received.

3.3. Compliance Issues

The Town of Rotterdam's WWTP violated its SPDES permit limit for settleable solids in May 2019, January 2020, and February 2020. Excessive solids were found floating to the top of the chlorine contact tank in both instances that occurred in 2020. Operators at the facility indicate that this occurs periodically and that the issue has worsened in recent months.

3.4. Existing Design Flows and Waste Loads

The Town of Rotterdam's WWTP was originally constructed in the early 1940's and underwent major upgrades in 1981 and 1996. The current permitted capacity is 1.5 MGD. The design peak daily flow is 2.6 MGD. Table 3-2 below summarizes the current design flow and loading capacity.

Table 3-2: Existing Design Flows and Waste Loads

Parameter	Maximum Month Design Capacity	Peak Day Design Capacity
Flow (MGD)	1.5	2.6

3.5. Existing Flows and Waste Loads

B&L reviewed DMRs for the Town of Rotterdam's WWTP from 2017 through 2019. A compressive summary of the data from these DMRs is included as Appendix F. The recent observed flows to the Town of Rotterdam's WWTP are summarized in Table 3-3. Figure 3-1 below shows the monthly average flows in comparison to the permitted discharge limitations and monthly precipitation. The facility is designed and permitted to treat 1.5 MGD, and currently has approximately 0.55 MGD excess flow capacity available.

Table 3-3: Influent Flow Characteristics (2017 – 2019)

Year	Average Month (MGD)	Maximum Month (MGD)	Minimum Month (MGD)	Peak Flow (MGD)	Average Available Capacity
2017	0.913	1.035	0.765	2.80	0.587
2018	0.917	1.016	0.837	2.70	0.583
2019	0.948	1.019	0.878	2.80	0.552
Average	0.926	1.035	0.765	2.80	0.574

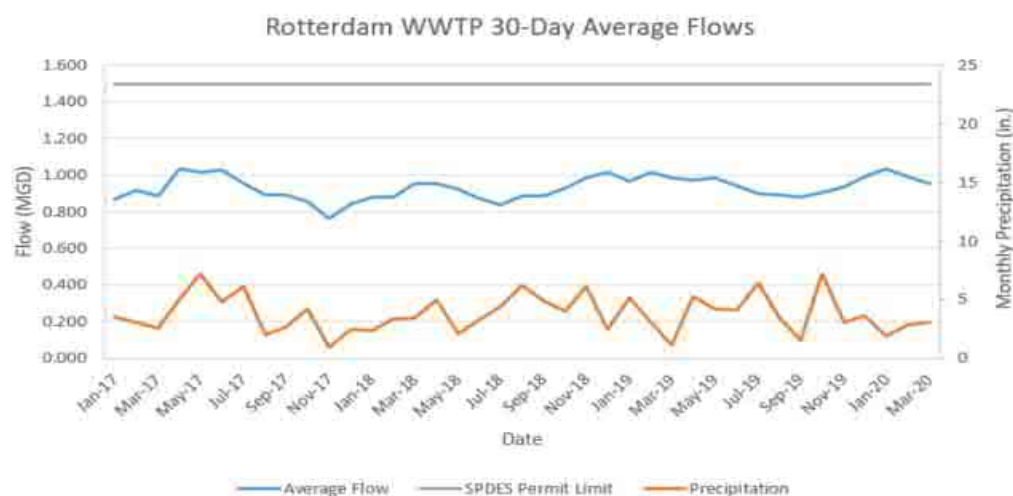


Figure 3-1: 30-Day Monthly Average Flows

In addition to the WWTP influent flows, B&L reviewed the existing WWTP influent BOD and TSS loading data, summarized in Tables 3-4 and 3-5 and Figure 3-2. It is noted that the WWTP does not sample for total phosphorous (TP) and therefore typical literature values were utilized.

Table 3-4: Average Monthly Loading Characteristics (2017 – 2019)

Year	BOD (mg/L)	BOD (lb/day)	TSS (mg/L)	TSS (lb/day)	NH ³ (mg/L)	NH ³ (lb/day)	TP ⁽¹⁾ (mg/L)	TP ⁽¹⁾ (lb/day)
2017	206	1,550	153	1,156	21.4	148	5.6	43
2018	198	1,506	155	1,182	20.8	161	5.6	43
2019	189	1,480	146	1,177	21.8	172	5.6	44
Average	198	1,512	151	1,171	21.3	160	5.6	43

⁽¹⁾ Values referenced from Metcalf and Eddy Wastewater Engineering 5th Edition, Table 3-16, Typical Composition of Untreated Domestic Wastewater – Medium Strength

Table 3-5: Maximum Monthly Average Loading Characteristics (2017 – 2019)

Year	BOD (mg/L)	BOD (lb/day)	TSS (mg/L)	TSS (lb/day)	NH ³ (mg/L)	NH ³ (lb/day)	TP ⁽¹⁾ (mg/L)	TP ⁽¹⁾ (lb/day)
2017	275	1,926	185	1,307	25.5	162	5.6	48
2018	223	1,597	176	1,338	23.0	187	5.6	47
2019	210	1,605	170	1,308	25.2	189	5.6	48
Overall	275	1,926	185	1,338	25.5	189	5.6	48

⁽¹⁾ Values referenced from Metcalf and Eddy Wastewater Engineering 5th Edition, Table 3-16, Typical Composition of Untreated Domestic Wastewater – Medium Strength

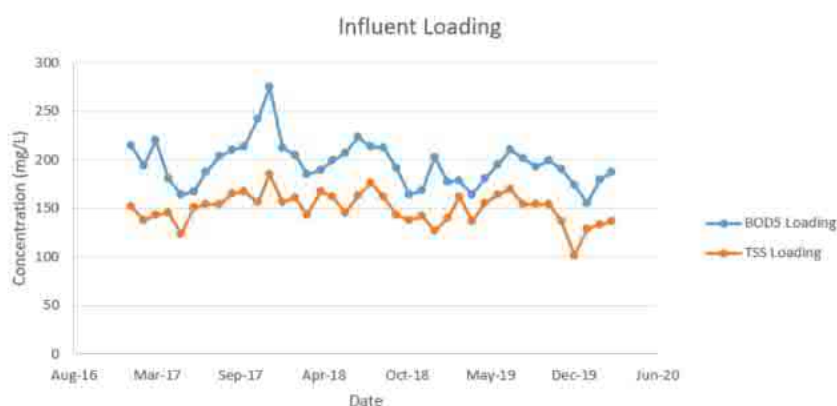


Figure 3-2 Monthly Average BOD5 and TSS Loadings

More recent flow and loading data have also been reviewed by B&L throughout the course of the project design. No substantive changes to the design of the project would result from including more recent flow data.

3.6. Existing Energy Consumption

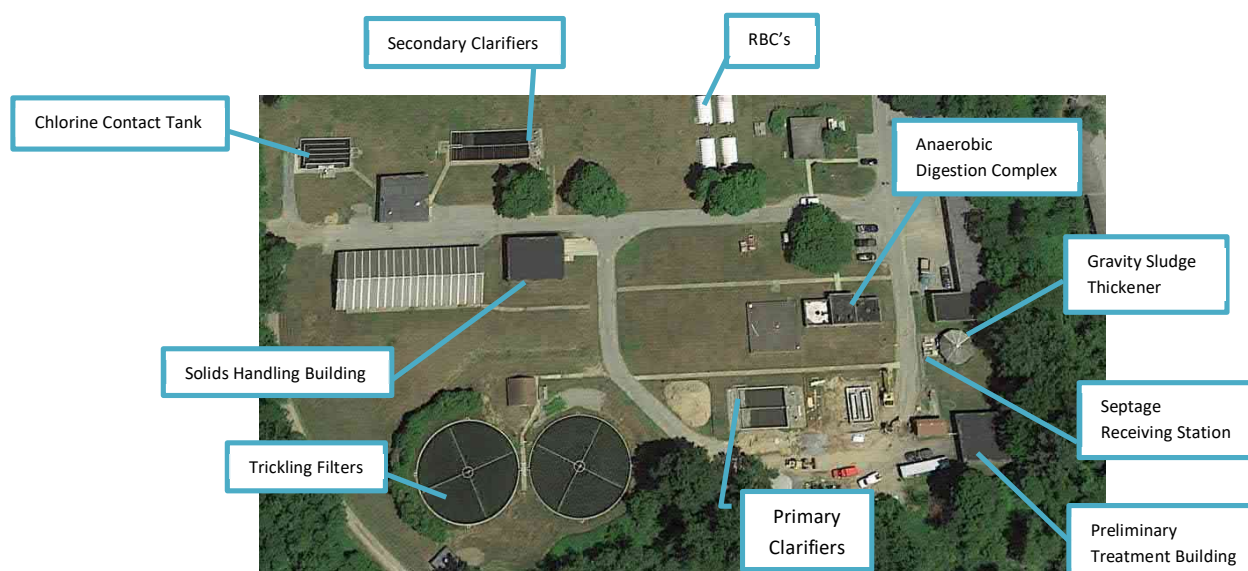
The table below summarizes the monthly energy usage data found on the WWTP's DMRs.

Table 3-6: WWTP Monthly Power Consumption (2017 – 2019)

Year	Average Month (kWh)	Max. Month (kWh)	Min. Month (kWh)
2017	37,647	43,320	32,680
2018	38,271	45,000	33,080
2019	27,942	49,840	17,960
Overall	34,620	49,840	17,960

3.7. Site Layout

Figure 3-3 depicts the site layout and associated treatment process structures at the Town of Rotterdam's WWTP. The WWTP discharges to the northwest into the Mohawk River.

**Figure 3-3: Existing WWTP Site Layout**

3.8. History of Damage

The WWTP does not have a history of flood damage. In 2013, a sewer main carrying untreated wastewater broke, spilling into the Poentic Kill, a class B tributary to the Mohawk River. The damage was caused by a falling tree; the spillage of untreated wastewater resulted in an Order of Consent (R4-2014-0117-7). The violation was resolved and the sewer main in question has been repaired. Under the Order of Consent, which is still open, the Town was also required to prepare a plan for preventative maintenance and response to sewer overflows.

3.9. Unit Processes

The following paragraphs provide an overview of the major treatment processes at the WWTP. Information herein was gathered from visits to the site, discussions with WWTP staff, and review of the design drawings from previous upgrade projects at the WWTP in 1982 and 1996. Relevant sections of the WWTP O&M manual were also reviewed and referenced where applicable. Calculations determining the capacity of various processes & equipment were performed and are referenced below. The full calculations are attached as Appendix G.

3.9.1. Preliminary Treatment

Wastewater from the Town collection system enters the WWTP through an 18-inch trunk sewer that flows to a diversion manhole, where the flow is redirected into a 20-inch conduit and then enters the preliminary treatment building, which was constructed in the late 1990's. The diversion manhole offers WWTP personnel the option to bypass the mechanical screen and grit removal unit and send influent flow through the manual bar screen.

Flow enters the preliminary treatment building through a splitter box directing wastewater into the main flow pipe (or to the bypass pipe for high flow periods). Wastewater in the bypass channel flows through a manual bar screen and then rejoins the main channel. Water in the main channel is screened by a mechanical bar screen and is then de-gritted by a vortex grit removal system. After de-gritting, the sewage flow rate is measured and recorded using a 12-inch Parshall flume, ultrasonic level transducer and chart recorder before traveling through a 20-inch conduit to the primary settling tanks.

Recommended Standards for Wastewater Facilities, 2014 Edition Paragraph 61.122 states that the approach velocity for course screens should not exceed 3.0 fps at design average flow conditions to prevent forcing material through the openings. Accordingly, the existing manual bar screen is rated for 9.21 MGD with 6" freeboard.

The grit removal system consists of a cyclone drive centrifugal de-gritting machine. The grit separator is rated for 4.0 MGD, according to the manufacturer. It will handle flows above 4.0 MGD, but grit removal efficiency will decrease with increasing flows. Screenings and grit are transferred to a horizontal screw-type grit collector and chain/bucket grit elevator. The dewatered grit is deposited into a hopper to await disposal. The dewatered grit and screenings are hauled to a landfill for disposal.

3.9.2. Primary Clarifiers

Wastewater flows by gravity from the preliminary treatment building to the primary clarifiers via a 20-inch conduit, which splits into two 16-inch conduits and distributes flow evenly to the two primary clarifiers. Wastewater flows through the clarifiers, allowing solids to settle. Floatable materials are collected by chain and flight collection system and deposited into the skimmer pipe mechanism. This material flows into the scum well and is then pumped into the gravity sludge thickener. After the blades reach the skimmer pipe, they continue below the surface and scrape the settled solids and sludge from the floor of the clarifier. The sludge is pushed into the sludge wells and is pumped to the gravity sludge thickener via 8-inch sludge draw-off pipe and plunger pumps, which were reconditioned in 2018.



Figure 3-4: Primary Clarifiers

Clarified wastewater flows through the two weir structures located at the tail of each clarifier. Clarifier effluent flows by gravity via 16-inch conduit pipe into a junction MH and then by gravity via 20-inch conduit into a splitter box at the head of the trickling filter dosing chambers.

Currently, grease and floatable debris accumulate near the effluent end of the primary clarifier. The existing grease skimmings chamber, which originally conveyed grease to the primary digester building and decanted wastewater to the primary clarifier effluent, no longer functions automatically. A local septage hauler is commissioned to vacuum the grease off the top of the tank for offsite disposal. Figure 3-5 below shows a photo taken of the clarifier tank with excessive grease accumulated on the surface.



Figure 3-5: Primary Clarifier Grease

Each settling tank is 16 feet wide by 7.8 feet deep by 60 feet long. The surface area of each tank is 960 square feet.

Recommended Standards for Wastewater Facilities, 2014 Edition Paragraph 72.21 states that the maximum surface overflow rate for primary settling tanks is 1,000 gpd/ft² at design average flow and 1,500-2,000 gpd/ft² at design peak hourly flow. Based off these overflow rates, the primary clarifiers are rated for 1.92 MGD average flow and 2.85-3.80 MGD peak hourly flow. A reduction in BOD removal efficiency should be expected when flows exceed 2.85 MGD.

3.9.3. Rock Media Trickling Filters

Trickling filter influent enters the dosing chamber via two (2) 20-inch conduits from the junction manhole at the head of the dosing chambers. Wastewater fills the dosing chambers by gravity until a chain valve opens and doses the trickling filters by gravity via two (2) 14-inch conduits.

Flow enters the distributor arms and disperses across the rock media filter. The distributor arms are hydraulically driven; the force of the wastewater flowing through them causes the arms to rotate, ensuring an even application across the media surface. The existing filters are 84-foot in diameter with an 8-foot-deep rock media bed. Filtered wastewater flows along through the existing high-rate under drain into a 14-inch conduit. Effluent from the trickling filters converges at a manhole and then flows to the intermediate pump station wet well by gravity via a 16-inch conduit.



Figure 3-6: Trickling Filters

Currently, the rotary distributor on trickling filter #2 rotates for longer periods of time than filter #1. This uneven distribution of flow results in over-utilization of filter #2 and under-utilization of filter #1. Also, the lower seals on filters #1 and #2 are failing. Thousands of gallons of wastewater leak out of the spreader housing daily, bypassing the trickling filter and flowing directly from the effluent wet well to the intermediate pump station without treatment.

Recommended Standards for Wastewater Facilities, 2014 Edition Paragraph 91.7 states that trickling filter design sizing is dictated by peak organic load conditions rather than hydraulic loading. Peak daily influent BOD₅ from 2017 to 2019 was 345 mg/L. Paragraph 72.21 states that primary settling can be expected to remove approximately one-third of influent BOD₅ at ADF, so the design BOD₅ loading rate for the trickling filters is 230 mg/L.

The trickling filters were designed to operate at low hydraulic and biological loading rates. The WWTP's O&M manual recommends that the organic loading rate be maintained between 5 and 25 ppd BOD₅/1000 ft³, and that the hydraulic loading rate be maintained between 25 and 100 gpd/ft². The filter surface area is 10,947 ft² and the filter media volume is 87,575 ft³. Based off these values, the existing trickling filters are rated for 2,189 ppd BOD₅/1000 ft³ and 1.09 MGD.

3.9.4. Intermediate Pump Station

Influent flow enters the intermediate pump station wet well via 16-inch conduit. Five (5) pumps are housed inside the pump station. One (1) 300 gallon per minute (gpm) recycle pump wets the rock media during low flow periods to maintain bacterial growth. Four pumps are responsible for pumping the wastewater to the head of the two RBC trains. These pumps were replaced in 2019. The four new pumps are rated as follows: 2 @ 900 gpm, 1 @ 600 gpm, and 1 @ 300 gpm. The pumps are currently equipped with variable frequency drives (VFD's) to soften the power surges associate with the demand power inrush when the pumps are started. The current controls are set so that when the two (2) 900 gpm pumps are energized, the 600 gpm and 300 gpm pumps are "locked out" and not able to operate. Wastewater is pumped from the intermediate pump station to the RBC splitter box.

According to *Recommended Standards for Wastewater Facilities, 2014 Edition, Paragraph 42.3*, pump stations need to be able to handle the design PHF with the largest unit out of service. Accordingly, the intermediate pump station is rated for 2.59 MGD at PHF.

3.9.5. Dual Train RBC's

Wastewater enters the RBC splitter box and flows into the dual train RBC's by gravity via 18-inch conduit. Each RBC train is composed of two (2) 14-foot 6-inch x 28-foot 4-inch units in series. Each first stage RBC has 140,400 ft² of media and each second stage RBC has 167,400 ft² of media (615,600 ft² in total). The rotating plastic disks provide a fixed film media for the growth of bacteria that consume the remaining BOD in the sewage flow. Following treatment, the flow then converges within a junction MH and enters the secondary clarifiers.

Recommended Standards for Wastewater Facilities, 2014 Edition does not contain design criteria for RBCs. The New England Interstate Water Pollution Control

Commission's (NEIWPCC) *Guides For The Design of Wastewater Treatment Works* (TR-16) states that the maximum month organic loading rate should be in the range of 1.0 to 3.0 ppd BOD₅/1000 ft² of media surface area. TR-16 also states that the first stage loading rate should not exceed 6.0 ppd BOD₅/1000 ft² of media surface area. The existing RBC's have 615,600 ft² in total media surface area, and 280,800 ft² in first stage media area. Based on this, the RBC's are limited by the overall loading rate to 1,231.2 ppd BOD₅/1000 ft² of media surface area.

3.9.6. Secondary Clarifiers

Flow enters the two (2) rectangular secondary clarifiers by gravity via 20-inch conduit. The flow is directed into each of the clarifier bays. Wastewater flows through the clarifier, allowing solids to settle. Power skimmer blades run along a chain drive and push floating materials into the skimmer pipe mechanism. This material flows into the scum well and is then pumped into the gravity thickener. After the blades reach the skimmer pipe, they continue below the surface and scrape the settled solids and sludge from the floor of the clarifier. The sludge is pushed into the sludge well and is lifted by telescopic sludge valves and flows to the secondary sludge pump station. The sludge is then pumped via 4-inch sludge draw-off pipe is pumped to the gravity sludge thickener. Sludge flow is controlled by two gate valves located in the control manhole next to the secondary sludge wet well.



Figure 3-7: Secondary Clarifiers

Clarified wastewater flow exits into the weir structure located at the tail of the secondary clarifier into an 18-inch effluent channel. Flow exits the channel into an 18-inch conduit and continues to the tertiary filter for polishing or directly to the disinfection tanks.

Each secondary clarifier tank is 13.5 feet wide x 80 feet long x 9 feet deep. The surface area of each tank is 1,080 ft². *Recommended Standards for Wastewater Facilities, 2014 Edition* Paragraph 72.231 states that the maximum surface overflow rate for settling

tanks following trickling filters or RBC's is 1,200 gpd/ft² at PHF. Based on this, the secondary clarifiers are rated for 2.59 MGD at PHF.

3.9.7. Tertiary Sand Filter

Flow enters the Tertiary Sand Filter by gravity via a 24-inch conduit. The travelling bridge filter is made of multiple cells that are individually automatically backwashed. The water flows in through the influent channel and through one of the fourteen influent openings to the filter bed. After filtration, the water flows out one of the five effluent openings into the effluent channel where it flows via gravity through an 18-inch conduit to the disinfection basin. Backwash waste flows to the secondary sludge pump station.

A chlorination system is currently in place that is used to decrease the biological growth in the filter. Chlorination prevents clogging and prolongs the life of the filter media. In the 1996 improvements, the under drain system in the filter was replaced. WWTP staff reports that the new under drain system is prone to clogging and is responsible for high backwash frequency and lower filter capacity.

Recommended Standards for Wastewater Facilities, 2014 Edition Paragraph 112.31 states that granular high rate effluent filters shall not exceed filtration rates of 5 gpm/ft² at PHF. The existing filter bed is 12.5 feet wide by 32 feet long with a surface area of 400 ft². Based on this, the existing tertiary sand filter is rated for 2.88 MGD at PHF.

The sand filter is beyond its operational lifespan and should be replaced. During January and February 2020, excessive solids were present in the chlorine contact tank, resulting in SPDES violations for both months. Operators at the facility indicate that floating sludge periodically appears on top of the tank surface, as shown below in Figure 6. This solids breakthrough is indicative of failure of the tertiary sand filter, or at a minimum failure of one or more of the effluent openings causing sludge bypass. Figure 3-8 below shows a photo taken of one such solids breakthrough.



Figure 3-8: Floating Sludge in Chlorine Contact Tank

3.9.8. Chlorine Contact Tank

Flow enters the chlorine contact tank by gravity via 18-inch conduit from the tertiary sand filter or if the filter is bypassed, from the splitter box at the tail of the secondary clarifier. Flow is split into two tanks at the head of the disinfection basin. Baffles create a serpentine flow path through each tank to provide the necessary contact time.

Recommended Standards for Wastewater Facilities, 2014 Edition Paragraph 102.44 states that chlorination systems shall provide a minimum contact period of 15 minutes at PHF. Each chlorine tank has an available volume of 3,830.2 ft³. Based on this, the chlorine contact tanks are rated for 5.44 MGD at PHF.

3.9.9. Outfall Sewer

Finished effluent flows out of the outfall manhole and flows via gravity through a 24-inch and 30-inch gravity sewer to its discharge point in the Mohawk River. The outfall sewer is 8,682 linear feet in length. The invert elevation at the WWTP is 285.28' and the invert elevation at the Mohawk River is 203.43'. The slope varies throughout the length of the sewer; the minimum slope is 0.06%. This stretch limits the capacity of the outfall sewer to 4.34 MGD.

3.9.10. Solids Processing

The Solids Processing System in-place at the WWTP relies heavily on the gravity sludge thickener and belt filter press. Sludge from the primary and secondary clarifiers and tertiary filter is pumped to the gravity sludge thickener, where the bio solids are thickened to approximately 5% solids content. After thickening, the sludge is pumped by a "new" 15 HP dual piston plunger pump via 6-inch pipe to the sludge dewatering building. The existing sludge transfer pipe from the plunger pipe to the sludge dewatering building is only ~3 feet below grade and is prone to freezing during cold weather. Liquid sodium chloride is injected into the sludge after the plunger pump by a chemical feed pump at the rate of 2 gallons per hour during belt press operation. The chemical controls Hydrogen Sulfide gas and odor buildup at the dewatering building.



Figure 3-9: Belt Press Feed Pump

At the Dewatering Building, sludge is dosed with polymer and fed into a belt filter press where the solids content is increased to approximately 20% to 28%. The sludge cake exits the belt filter press and is deposited into a roll off dumpster by a screw conveyor located inside the sludge dewatering building. The dewatered sludge is then trucked to the City of Schenectady's WWTP (City WWTP) for eventual sludge drying via a new system that is expected to be commissioned in late 2021. The belt press requires replacement or refurbishment. The existing rollers and bearings are in disrepair, and the conveyor system is severely rusted and beyond its useful life



Figure 3-10: Belt Press

3.9.11. Anaerobic Digesters

The original construction of the WWTP included two anaerobic digesters and a sludge equalization tank. They have been out of service for several decades and are currently inoperable. As the WWTP does not currently employ a sludge digestion process, the gravity sludge thickener and belt filter press are used to dewater raw, undigested sludge.

3.10. Definition of the Problem

There are several unit processes and/or equipment that are at the end of their useful service life and are failing to adequately treat current flows, leading to recent SPDES violations. These include:

- Primary Clarifiers
- Trickling Filters
- Secondary Clarifiers
- Tertiary Sand Filter
- Belt Filter Press

Rehabilitation or replacement of these components are necessary to ensure future SPDES permit compliance.

3.10.1. Health, Sanitation, and Security

The WWTP discharges into the Mohawk River, a Class A water. Class A waters are assigned a “best use” classification by the NYSDEC Division of Water allowing them to be used as, among other things, a source of public drinking water supply systems. Failure of the WWTP to adequately treat wastewater flows before discharge jeopardizes the water quality of the Mohawk River.

3.10.2. Aging Infrastructure

The Town of Rotterdam’s WWTP is over 70 years old and has exceeded its useful design life. It is not reasonable to expect the equipment to last forever without investment in maintenance and component replacement.

3.10.3. Infiltration and Inflow

B&L studied the impacts of inflow and infiltration (I&I) on the Town of Rotterdam’s sanitary sewer system in 2017. It was determined that 4,500 gpd of sanitary sewer flows could be attributed to direct inflow of storm water in the area studied. Another 35,000 gpd was attributed to groundwater infiltration into sanitary sewer pipes and manholes. Based on the results of this study, B&L identified a number of improvements to reduce I&I throughout the collection system. The opinion of probable construction cost to implement all of the recommended improvements was estimated to be \$2,999,000 (\$3,477,000 in 2022 dollars). These improvements have yet to be implemented. B&L’s findings were summarized in a 2017 report, *Sanitary Sewer System Inflow and Infiltration Study*. A copy of this report, minus figures and appendices, is included as Appendix H.

3.10.4. Reasonable Growth

A planned extension (#16) of Sewer District #2 encompassing properties along Burdeck Street is already under development. A Map, Plan and Report (MPR) for this extension was developed by Prime AE Group, Inc., in 2019, and is currently pending approval. In the MPR, it is estimated that Extension #16 would generate 0.152 MGD in wastewater flow to the WWTP. The MPR also estimates that various developments already approved throughout Sewer District #2 will generate an additional 0.150 MGD.

In addition to the Sewer District #2 Extension #16 already under development, four (4) areas were identified by the Town as candidates for future sewer district extensions. These areas include residential and commercial areas which currently utilize on-site sewage disposal (i.e. septic tanks), as well as undeveloped or underdeveloped areas expected to see residential and commercial growth. These four areas could generate 0.406 MGD in additional wastewater flow to the WWTP. A map of the four areas is included as Appendix I. A detailed breakdown of these flow estimates are included as Appendix J.

In combination, approved developments within the existing sewer district, sewer district extension #16, and the four (4) additional potential sewer district extensions would generate 0.708 MGD in additional wastewater flow to the WWTP. This would bring the future ADF above the currently permitted limit of 1.5 MGD to approximately 1.8 MGD. Many existing WWTP components are undersize to handle this increased flow.

Table 3-6: Projected Growth Summary

Parameter	Flow (MGD)
Existing WWTP Max Month	1.035
Existing Approved Developments*	0.150
Sewer District Extension #16*	0.152
Growth Area #1 (West Hill/Putnam Road)	0.089
Growth Area #2 (Myrtle Avenue)	0.064
Growth Area #3 (Mariaville Road)	0.205
Growth Area #4 (Exit 25A)	0.048
Subtotal	1.743
Safety Factor	0.057
Overall	1.80
Existing WWTP Capacity	1.50

*From Prime AE Group MPR, 2019

3.10.5. Water, Energy and/or Waste Considerations

One of the impacts of the I&I issues studied in 2017 and discussed above is elevated energy usage at pump stations and the WWTP. Implementing the recommended improvements to reduce I&I will reduce energy and maintenance costs for wastewater conveyance and treatment.

3.10.6. Suitability for Continued Use

The WWTP is not suitable for continued use without rehabilitation and/or replacement of various components to prevent SPDES permit violations.

3.10.7. Storm and Flood Resiliency

The intermediate pump station at the WWTP and elements of the collection system throughout the sewer district are located within a 100-year flood zone.

3.10.8. Use Compliance with Accepted Standards

As discussed previously, the WWTP has violated its SPDES permit effluent limits for settleable solids three times since 2017. Without taking corrective action, these violation can be expected to become more frequent as WWTP equipment continues to experience age-related deterioration and as WWTP loading increases.

3.11. Financial Status

The Town of Rotterdam has an estimated MHI of \$65,629 and an estimated families below poverty rate of 5.6 percent according to the 2017 American Community Survey administered by the US Census Bureau.

3.11.1. Source of Income

The Town of Rotterdam generates income from residential, commercial, and industrial users to bear costs associated with operation and maintenance of the WWTP and sanitary sewer district through a combination of property taxes, sewer rents, sewer connection charges, and other miscellaneous sources.

3.11.2. Current Rate Schedules

The Town of Rotterdam assesses an annual residential sewer use charge on each single-family unit, defined as “a single-family dwelling, each apartment or flat contained in a multiple-residence dwelling and each apartment or flat contained in a single-family dwelling.” The Sewer District #2 sewer use charge in 2020 was \$312.86 per unit. Commercial users are billed at the residential rate for each 75,000 metered gallons of water used. Industrial users must be issued an industrial waste discharge permit to discharge to the Town sewer system. The annual fee for these permits is \$200. Additionally, an industrial waste surcharge is imposed on industrial users. The exact amount is dependent on a number of user-specific factors, including the volume discharged and the strength of the wastewater. (§230, Code of the Town of Rotterdam)

The Town of Rotterdam received \$1,344,282.23 in revenue for Sewer District 2 and its associated extensions in 2019 (as of 11/12/19).

3.11.3. Other Capital Improvements

There are several other capital improvements projects currently underway in the Town. Projects include a replacement of approximately one mile of the Princeton sewer trunk line, improvements to the chlorine building and valves at the Water Treatment Plant, an upgrade to the water storage tower, and extensions #2 and #3 of the existing Sewer District #7.

3.11.4. Status of Existing Debt

The Town of Rotterdam has completed various sewer and WWTP projects in the last 20 years. Currently, the Town has the following outstanding bond anticipation notes for Sewer District #2:

- \$168,000 for Emergency Sewer Break Repairs
 - Date of Issue: 03/12/2014
 - Original Amount Issued: \$240,000
 - Annual Payment: \$12,000 (Interest not included)
- \$105,080 for Emergency Sewer Break Repairs

- Date of Issue: 09/29/2015
 - Original Amount Issued: \$131,660
 - Annual Payment: \$6,600 (Interest not included)
- \$2,410,500 for WWTP Upgrades
 - Date of Issue: 11/13/2019
 - Original Amount Issued: \$2,410,500
 - Annual Payment: \$50,500 (Interest not included)

The Town also has the following outstanding bond anticipation notes for Sewer District #2 Extensions #6 & #7:

- \$92,000 for Sewer District #2 Extension #6
 - Annual Payment: \$11,000 (Interest not included)
- \$63,000 for Sewer District #2 Extension #7
 - Annual Payment: \$21,750 (Interest not included)

As these debts retire over the next several years, the bonding capacity for the Town will increase. Existing user charges will decrease based on principal payment, interest payment, and attorney costs for processing the note sale no longer being part of the appropriations in the district. The exact amount the charge will decrease by will be determined at the time each debt retires depending on WWTP equipment and sewer collection system maintenance/repair needs and costs.

The Town also has an outstanding bond anticipation note for Sewer District #7 for \$3,611,400. This debt does not affect the sewer use charge for Sewer District #2.

3.11.5. Required Reserve Accounts

The Town maintains a repair reserve cash account for Sewer District #2. According to the Town, the approximate balance as of July 2020 was \$198,000. It is funded by year-end excess appropriation based on recommendations by the head of the Town Department of Public Works and the Town Supervisor regarding items needing replacement or repair.

4.0 DESIGN FLOWS & ORGANIC LOADINGS

Design parameters for the proposed WWTP improvements were calculated by evaluating historical flow and loading data gathered from 2017 to 2021, as well as relevant design standards such as *Recommended Standards for Wastewater Facilities* (10 States Standards). Data gathered from 2022 to 2024 was reviewed throughout project design to confirm no further changes were required. As shown in section 3.10.4, the future ADF is expected to grow to 1.8 MGD. Table 4-1 below summarized the basis of design for the proposed WWTP improvements.

Table 4-1: Design Maximum Monthly Flows and Loadings

	ADF	Flow MDF ^a	PHF ^b	BOD ₅ Concentration ^c (mg/L)	BOD ₅ Loading ^c (ppd)	TSS Concentration ^d (mg/L)	TSS Loading ^d (ppd)
Design	1.8	2.2	3.8	180	2,700	153	2,300

^a MDF calculated based off historical ratio of MDF to ADF

^b PHF calculated based off historical ratio of PHF to ADF

^c BOD₅ loading calculated based on 0.22 ppd/capita

^d TSS loading calculated based on 0.20 ppd/capita

The proposed permit flow of 1.8 MGD was determined by analyzing the currently approved and proposed development in the Town, adding in the estimated contribution from the parcels that are to be added to the sewerage collection system.

Proposed flows and loadings were developed under the assumption that all flows to be conveyed to the WWTP will be municipal wastewater, or commercial wastewater bearing the same characteristics. If any new industrial users wish to discharge industrial wastewater to the Town's sanitary sewer collection system for treatment at the WWTP, the Town should consider available WWTP capacity and the proposed characteristics of the industrial wastewater before accepting the request.

5.0 WWTP IMPROVEMENTS ALTERNATIVE ANALYSIS

Four alternatives were considered as part of this PER. It was determined that taking no action would result in future SPDES permit violations and failed equipment, and therefore this alternative was not evaluated. The three alternatives for improving the WWTP are listed below:

1. Alternative 1 – In-Kind Repairs
 - a. This alternative proposes repairs to WWTP components and the replacement of the existing tertiary sand filter with two (2) new disk filters. This alternative will allow the WWTP to continue operating at its current permitted capacity of 1.5 MGD.
2. Alternative 2 – In-Kind Repairs + Expansion to 1.8 MGD
 - a. This alternative proposes the same repairs as Alternative 1, as well as the installation of two (2) new secondary clarifiers. This alternative would increase the WWTP's permitted capacity to 1.8 MGD.
3. Alternative 3 – Repair Primary Clarifiers and Install 1.8 MGD Sequencing Batch Reactor
 - a. This alternative proposes repairs to the existing primary clarifier tanks and replacement of the tertiary sand filter with new disk filters, as well as the replacement of the existing biological treatment train (trickling filters + RBCs) with a new 1.8 MGD sequencing batch reactor (SBR) system. Belt press rehabilitation and other items also included in this alternative. This alternative would increase the WWTP's permitted capacity to 1.8 MGD.

The remainder of this section analyzes these alternatives in greater detail. Conceptual site plans for each alternative can be found at the conclusion of this report.

5.1. No Action

Given recent SPDES permit violations and the deteriorating condition of several WWTP components, further violations can be expected if no action is taken to rehabilitate or repair the components in question. This is not an acceptable outcome, and no further evaluation of this alternative was conducted.

5.2. In-Kind Repairs (Alternative 1)

This alternative proposes repairs to WWTP components that will allow the WWTP to continue operating at its permitted capacity of 1.5 MGD. This alternative includes primary clarifier tank improvements and grease decant tank addition, secondary clarifier tank improvements and baffle addition, belt filter press rehabilitation, trickling filter tank repair and media replacement, replacement of the existing tertiary sand filter with new disk filters, and repurposing the existing secondary anaerobic digester for grease decant. The alternative would leave the WWTP undersized for the potential development discussed in section 3 of this report, limiting future growth in the Town.

5.2.1. Proposed Preliminary Design

5.2.1.1 Collection System

It is recommended that the Town carry out the proposed improvements to the sanitary sewer collection system that were recommended in the 2017 B&L report. This will reduce extraneous flows being carried to the WWTP caused by I&I. Additionally, a new sewer jet/vacuum truck is recommended to ensure proper operation of the sanitary collection system.

5.2.1.2 Primary Clarifiers

The existing primary clarifiers are in need of several repairs. The chains which collect floatable material are worn and should be replaced. It is also recommended that the wear plates on the bottom of the tank, wear shoes on the collector flights, and the collector flights themselves all be replaced. Additionally, clarifier baffles should be installed to improve sludge settling performance. Baffles can be constructed out of wood, stainless steel or plastic. One or two baffles in the clarifier tank will eliminate density currents and promote better sludge setting. Increased sludge removal within the clarifier before flowing to the trickling filters will improve filter operation. A photo of a typical clarifier baffle follows:



Figure 5-1: Typical Clarifier Baffle Installation

It is also recommended that the former secondary digester be retrofitted to serve as a grease decant tank. Approximately 15,000 gallons (~2,000 cf) of tank volume is required for grease decant. The existing square digester is 20' x 20' with a max liquid level of 16'. Existing sludge removal equipment and piping should be demolished inside the digester, and a concrete wall should be installed to limit the effective volume of the digester tank to the necessary 15,000 gallons.

On a regular basis, operators would divert grease to this tank to prevent buildup on top of the clarifiers. Water would be periodically decanted from the grease tank back to the primary tanks. A local hauler would haul the contents of the grease tank for offsite disposal after several fill and decant cycles as necessary.

5.2.1.3 Dosing Chamber and Trickling Filters

It is recommended that the existing dosing chamber be demolished and replaced with a splitter box. The splitter box will utilize two sharp crested weirs to equalize flow distribution between the two trickling filters. The splitter box will have stop gates for flow control if necessary. Existing yard pipe carrying primary clarifier effluent and recycled trickling filter effluent would be modified to carry flow to the proposed splitter box.

It is also recommended that the trickling filters be emptied of the existing rock media so the drains and seals may be inspected and repaired as necessary. The distributor arms need to be replaced. The bearings should be replaced regardless. Lastly, new PVC cross flow media should be installed in the trickling filters. Artificial media generally has a higher ratio of surface area to volume and promotes higher BOD₅ removal than rock media. The proposed media for this application has 31 ft² of surface area per ft³ of volume. The cross flow configuration provides uniform horizontal distribution of wastewater throughout the filter and improves BOD₅ removal by providing more surface area for bacterial growth.

5.2.1.4 Secondary Clarifiers

It is recommended the secondary clarifier's sludge withdrawal system undergo significant repair or be replaced in its entirety. The collector chains, motorized telescopic sludge valves, and overflow weirs should be replaced. The wear plates, running gear chain guides, gears, and gear shafts should all be inspected, with the expectation being that replacement will also be necessary. Clarifier baffles should also be installed to improve settling.

5.2.1.5 Tertiary Sand Filter/Disk Filter

The sand filter is beyond its operational lifespan and should be replaced. It is recommended that the sand filter be replaced with two new disk filters. The disks are made of a woven 316 stainless steel mesh. Flow passes across the constantly-rotating disks tangentially, which reduces the effective openings of the mesh and improves the removal efficiency. Each disk filter contains two disks which work in tandem. Flow enters the filter between the disks and is filtered as it passes outwards across the disks.

The disk filter units are equipped with an automatic spray wash system to remove accumulated solids from the disk surface. The wash pumps, which are part of the packaged filter units, draw water from the filter effluent. Figure 5-2 below shows a disk filter installation in a similar layout as is proposed for this project.



Figure 5-2: Disk Filter Installation

Each filter would have a 3.0 MGD capacity to provide redundancy at the WWTP's historic peak hourly flow. The disk filters would be installed in a new filter building constructed north of the sand filter. Filter effluent would flow via gravity to the existing chlorine contact tank. Backwash waste will be directed to the secondary sludge pump station, where it will be pumped back to the gravity sludge thickener.

5.2.1.6 Solids Processing

The existing sludge transfer pipe from the existing sludge pump to the belt press building is only ~3' below grade and freezes during cold weather. A new 6" HDPE force main should be installed from the belt press feed pump to the belt press building a minimum 5' depth below grade to avoid freezing.

The belt press requires replacement or refurbishment. The belt press does not experience frequent usage, so installation of a brand new unit would not be the most economical option for the Town. It is instead recommended that individual components be replaced as necessary. Components that should be replaced include the tracking roller, venture mixer, sludge feed pumps, polymer blending unit, along with other miscellaneous parts. It is also recommended that the discharge conveyor be replaced with a new screw conveyor to carry dewatered sludge away from the belt filter press.

5.2.1.7 Anaerobic Digestion Complex

As discussed above, the existing secondary digester would be repurposed as a grease decant tank. The roof of the digester will be demolished and all internal equipment will be removed in order to install the new decant tank.

5.2.1.8 SCADA System

All proposed new equipment must be SCADA-compatible. A SCADA system should be installed in the existing administrative building to provide remote monitoring and control of individual unit processes. Existing equipment with SCADA compatibility should be connected to the system, and efforts should be taken to integrate equipment/processes that are not currently SCADA-compatible into the system by installing new sensors and controls as necessary. In addition, remote wastewater pump stations could be integrated into a plant SCADA system for remote monitoring, trending, and alarms.

5.2.2. Impact on Existing Facility

This alternative would allow the facility to continue to operate at its current permitted capacity of 1.5 MGD. This alternative would provide the most operational continuity for the facility, as the treatment process would remain largely unchanged.

5.2.3. Land Requirements

No new land would need to be acquired by the Town to complete the improvements proposed under this alternative.

5.2.4. Environmental Impacts and Mitigation Measures

The proposed improvements are confined to the existing WWTP; therefore, there will be little to no adverse impact on the environment. Any disturbance to the environmental will be temporary and restored to pre-constructions conditions.

5.2.5. Discharge Permit Requirements

The improvements proposed under this alternative would allow the WWTP to continue operating under its current discharge permit.

5.2.6. Water and Energy Efficiency Measures

All new pump and equipment motors will be installed with variable frequency drives (VFD) and premium efficiency motors.

5.2.7. Storm and Flood Resiliency

The proposed improvements are located in areas of minimal flood concern.

5.2.8. Schedule and Constructability

The existing WWTP would need to remain in operation during construction. It is anticipated that this alternative would require approximately 12 months for construction.

5.2.9. Opportunities for Green Infrastructure

Implementation of Green Infrastructures is not feasible under this project as proposed work primarily consists of rehabilitation of existing WWTP components. Green Infrastructure implementation would be more suitable if there was a significant stormwater related portion to the proposed project.

5.2.10. Project Capital Cost

The estimated capital cost (2022 dollars) of the proposed Alternative 1 improvements is summarized in Table 5-1 below. A full itemized cost estimate is included in Appendix K at the conclusion of this report.

Table 5-1: Estimate of Probable Cost (Alternative 1)

Line Item	Associated Cost
Primary Clarifier Improvements	\$610,000
Trickling Filter Improvements	\$2,050,000
Secondary Clarifier Improvements	\$330,000
Sand Filter Demo & New Disk Filter	\$911,000
Sludge Dewatering Improvements	\$548,400
Miscellaneous (SCADA, Yard Piping, etc.)	\$720,000
Construction Total	\$5,170,000
<i>Contingency (20%)</i>	<i>\$1,034,000</i>
<i>Contractor General Conditions (5%)</i>	<i>\$259,000</i>
Subtotal (2020 dollars)	\$6,463,000
Subtotal (2024 dollars) (3% inflation per yr)	\$7,275,000
<i>Estimated Engineering, Legal, Administration (25%)</i>	<i>\$1,820,000</i>
Total Estimated WWTP Project Capital Cost	\$9,095,000
Total Estimated Cost of Sewer Jet/Vacuum Equipment	\$475,000
Total Estimated Collection System Project Capital Cost	\$3,500,000
Total Estimated Project Capital Cost (Rounded)	\$13,070,000

5.2.11. Anticipated O&M Costs

Alternative 1 is expected to slightly increase current WWTP O&M costs. Maintenance, labor, and chemical usage are all expected to remain close to current levels. However, there will be an increase in electrical power consumption due to the proposed tertiary disk filters. The increase in electrical costs is expected to be approximately \$1,000 annually.

5.2.12. Short-lived Asset Costs

Short lived assets are items that are likely to fail and need replacement within the typical 30-year design life of a capital improvement project. These items are typically smaller assets or ancillary system assets that are more prone to heavy wear due to frequent operation. This alternative includes some short lived assets, including clarifier sludge collection chains & flights, scum pumps, belt filter press components, and system controls.

5.3. Rehabilitation and Expansion (Alternative 2)

This alternative proposes repairs to WWTP components as well as installation of two (2) additional secondary clarifier tanks to expand the WWTP's design capacity to 1.8 MGD.

5.3.1. Proposed Preliminary Design

5.3.1.1 Collection System

It is recommended that the Town carry out the proposed improvements to the sanitary sewer collection system that were recommended in the 2017 B&L report. This will reduce extraneous flows being carried to the WWTP caused by I&I. Additionally, a new sewer jet/vacuum truck is recommended to ensure proper operation of the sanitary collection system.

5.3.1.2 Primary Clarifiers

The existing primary clarifiers are in need of several repairs. The chains which collect floatable material are worn and should be replaced. It is also recommended that the wear plates on the bottom of the tank, wear shoes on the collector flights, and the collector flights themselves all be replaced. Additionally, clarifier baffles should be installed to improve sludge settling performance. The addition of baffles and improvements to the downstream treatment process will provide adequate TSS and BOD removal to meet permitted discharge limits.

It is also recommended that the former secondary digester be retrofitted to serve as a grease decant tank. Approximately 15,000 gallons (~2,000 cf) of tank volume is required for grease decant. The existing square digester is 20' x 20' with a max liquid level of 16'. Existing sludge removal equipment and piping should be demolished inside the digester, and a concrete wall should be installed to limit the effective volume of the digester tank to the necessary 15,000 gallons.

On a regular basis, operators would divert grease to this tank to prevent buildup on top of the clarifiers. Water would be periodically decanted from the grease tank back to the primary tanks. A local hauler would haul the contents of the grease tank for offsite disposal after several fill and decant cycles as necessary.

5.3.1.3 Dosing Chamber and Trickling Filters

It is recommended that the existing dosing chamber be demolished and replaced with a splitter box. The splitter box will utilize two sharp crested weirs to equalize flow distribution between the two trickling filters. The splitter box will have stop gates for flow control if necessary. Existing yard pipe carrying primary clarifier effluent and recycled trickling filter effluent would be modified to carry flow to the proposed splitter box.

It is also recommended that the trickling filters be emptied of the existing rock media so the drains and seals may be inspected and repaired as necessary. The distributor arms need to be replaced. The bearings should be replaced regardless. Lastly, new PVC cross flow media should be installed in the trickling filters. Artificial media generally has a higher ratio of surface area to volume and promotes higher BOD₅ removal than rock media. The proposed media for this application has 31 ft² of surface area per ft³ of volume. The cross flow configuration provides uniform horizontal distribution of wastewater throughout the filter and improves BOD₅ removal by providing more surface area for bacterial growth. The artificial media will increase the maximum hydraulic loading rate for the trickling filters and allow the existing filters to meet the new ADF of 1.8 MGD with no expansion of volume.

In order to maximize BOD₅ removal in the artificial media, the filters should maintain a minimum wetting rate (hydraulic loading) of 0.25 gpm/ft². To achieve this rate at an ADF of 1.8 MGD, approximately 119% (~1,490 gpm) of the trickling filter influent flow will need to be recycled. As flow fluctuates above or below the ADF, the recycle ratio should be modified accordingly. If influent flow exceeds 3.94 MGD, no recycle flow is necessary.

To accommodate the increased flows, the trickling filter effluent and recycle piping should be replaced. The existing 14" DIP effluent pipes coming from each trickling filter to the effluent manhole should be replaced with new 16" DIP. The existing 6" DIP recycle pipe from the intermediate pump station to the dosing chamber should be replaced with new 8" DIP and rerouted to flow into the proposed splitter box.

5.3.1.4 Intermediate Pumping Station

In order to accommodate the proposed PHF of 5.4 MGD, the intermediate pumping station will need to be expanded. It is proposed that two (2) new submersible centrifugal pumps each with 1,950 gpm capacity be added.

Two (2) additional recycle pumps should also be added to the intermediate pump station. The pumps will have capacity of 2,731 gpm each.

5.3.1.5 Rotating Biological Contactors

Expanding the biological treatment capacity of the existing trickling filters with new media will reduce the organic load on the existing RBC's. This will allow the existing RBC's to handle the increased hydraulic loading without any expansion or modification. No changes are proposed to the existing RBC's under this alternative.

5.3.1.6 Secondary Clarifiers

It is recommended the secondary clarifier's sludge withdrawal system undergo significant repair or be replaced in its entirety. The collector chains, motorized telescopic sludge valves, and overflow weirs should be replaced. The wear plates, running gear chain guides, gears, and gear shafts should all be inspected, with the expectation being that replacement will also be necessary. Clarifier baffles should also be installed to improve settling.

In addition to these improvements to the existing clarifiers, an additional 2,360 ft² of clarifier surface area should be provided. It is recommended that two (2) new rectangular secondary clarifiers be installed, each with interior dimensions of 15' W x 80' L x 10' D. The proposed clarifiers should be equipped with sludge and scum collection equipment of the same make as the existing secondary clarifiers for operational continuity. A splitter box should be installed ahead of the clarifiers to provide uniform flow distribution between the two existing and two proposed secondary clarifiers.

5.3.1.7 Tertiary Sand Filter/Disk Filter

The sand filter is beyond its operational lifespan and should be replaced. It is recommended that the sand filter be replaced with two new disk filters. The disks are made of a woven 316 stainless steel mesh. Flow passes across the constantly-rotating disks tangentially, which reduces the effective openings of the mesh and improves the removal efficiency. Each disk filter contains two disks which work in tandem. Flow enters the filter between the disks and is filtered as it passes outwards across the disks.

The disk filter units are equipped with an automatic spray wash system to remove accumulated solids from the disk surface. The wash pumps, which are part of the packaged filter units, draw water from the filter effluent.

Each filter would have a 5.4 MGD capacity to provide redundancy at the design peak hourly flow. The disk filters would be installed in a proposed new filter building to be constructed north of the sand filter. Filter effluent would flow via gravity to the existing chlorine contact tank. Backwash waste will be directed to

the secondary sludge pump station, where it will be pumped back to the gravity sludge thickener.

5.3.1.8 Solids Processing

The existing sludge transfer pipe from the existing sludge pump to the belt press building is only ~3' below grade and freezes during cold weather. A new 6" HDPE force main should be installed from the belt press feed pump to the belt press building a minimum 5' depth below grade to avoid freezing.

The belt press requires replacement or refurbishment. The belt press does not experience frequent usage, so installation of a brand new unit would not be the most economical option for the Town. It is instead recommended that individual components be replaced as necessary. Components that should be replaced include the tracking roller, venture mixer, sludge feed pumps, polymer blending unit, along with other miscellaneous parts. It is also recommended that the discharge conveyor be replaced with a new screw conveyor to carry dewatered sludge away from the belt filter press.

5.3.1.9 Anaerobic Digestion Complex

As discussed above, the existing secondary digester would be repurposed as a grease decant tank. The roof of the digester will be demolished and all internal equipment will be removed in order to install the new decant tank.

5.3.1.10 Outfall Sewer

A small portion of the outfall sewer is undersized for the proposed design peak hourly flow of 5.4 MGD. A total of 18 linear feet of 24-inch ductile iron pipe should be replaced with new 30-inch ductile iron pipe to increase its capacity.

5.3.1.11 SCADA System

All proposed new equipment will be SCADA-compatible. A SCADA system should be installed in the existing administrative building to provide remote monitoring and control of individual unit processes. Existing equipment with SCADA compatibility should be connected to the system, and efforts should be taken to integrate equipment/processes that are not currently SCADA-compatible into the system by installing new sensors and controls as necessary. In addition, remote wastewater pump stations could be integrated into a plant SCADA system for remote monitoring, trending, and alarms.

5.3.2. Impact on Existing Facility

This alternative would retain operational continuity for the facility, as the treatment process would remain largely unchanged. However, additional secondary clarifiers would be added to allow increased flows.

5.3.3. Land Requirements

No new land would need to be acquired by the Town to complete the improvements proposed under this alternative.

5.3.4. Environmental Impacts and Mitigation Measures

The proposed improvements are confined to the existing WWTP; therefore, there will be little to no adverse impact on the environment. Any disturbance to the environmental will be temporary and restored to pre-constructions conditions.

5.3.5. Discharge Permit Requirements

The improvements proposed under this alternative would require the WWTP to acquire a new discharge permit with an increased discharge of 1.8 MGD.

5.3.6. Water and Energy Efficiency Measures

All new pump and equipment motors will be installed with variable frequency drives (VFD) and premium efficiency motors

5.3.7. Storm and Flood Resiliency

The proposed improvements are located in areas of minimal flood concern.

5.3.8. Schedule and Constructability

The existing WWTP would need to remain in operation during construction. It is anticipated that this alternative would require approximately 18 months for construction.

5.3.9. Opportunities for Green Infrastructure

Implementation of Green Infrastructures is not feasible under this project as proposed work primarily consists of rehabilitation of existing WWTP components. Green Infrastructure implementation would be more suitable if there was a significant stormwater related portion to the proposed project.

5.3.10. Project Capital Cost

The estimated capital cost (2022 dollars) of the proposed Alternative 2 improvements is summarized in Table 5-2 below. A full itemized cost estimate is included in Appendix K at the conclusion of this report.

Table 5-2: Estimate of Probable Cost (Alternative 2)

Line Item	Associated Cost
Primary Clarifier Improvements	\$610,000
Trickling Filter Improvements	\$2,125,000
Intermediate Pump Station Improvements	\$228,000
Secondary Clarifier Improvements & Addition	\$1,116,900
Sand Filter Demo & New Disk Filter	\$1,395,000
Sludge Dewatering Improvements	\$548,400
Outfall Sewer Improvements	\$89,750
Miscellaneous (SCADA, Yard Piping, etc.)	\$1,115,000
Construction Total	\$7,229,000
<i>Contingency (20%)</i>	<i>\$1,446,000</i>
<i>Contractor General Conditions (5%)</i>	<i>\$362,000</i>
Subtotal (2020 dollars)	\$9,037,000
Subtotal (2022 dollars) (3% inflation per yr)	\$10,172,000
<i>Estimated Engineering, Legal, Administration (25%)</i>	<i>\$2,543,000</i>
Total Estimated Project Capital Cost	\$12,715,000
Total Estimated Cost for Sewer Jet/Vacuum Equipment	\$475,000
Total Estimated Collection System Project Capital Cost	\$3,500,000
Total Estimated Project Capital Cost (Rounded)	\$16,690,000

5.3.11. Anticipated O&M Costs

Alternative 2 is expected to increase current WWTP O&M costs. Maintenance, labor, and chemical usage are all expected to remain close to current levels. However, there will be an increase in electrical power consumption due to the proposed trickling filter recycle & effluent pumps, and the proposed tertiary disk filters. Additionally, the increase in design average flow will correspond with increased sludge production, meaning the refurbished belt filter press will have higher run times than the existing. Annual electrical costs are expected to rise by approximately \$20,000.

5.3.12. Short-lived Asset Costs

Short lived assets are items that are likely to fail and need replacement within the typical 30-year design life of a capital improvement project. These items are typically smaller assets or ancillary system assets that are more prone to heavy wear due to frequent operation. This alternative includes some short lived assets, including clarifier sludge collection chains & flights, scum pumps, belt filter press components, and system controls.

5.4. Sequencing Batch Reactor (Alternative 3)

This alternative proposes replacing the existing rotating biological contactors with two sequencing batch reactors (SBRs) to expand the WWTP's treatment capacity to 1.8 MGD. SBR's use a suspended growth, continuous flow treatment process in a single basin to accomplish biological treatment, aeration, and settling processes.

5.4.1. Proposed Preliminary Design

5.4.1.1 Primary Clarifiers

The existing primary clarifiers are in need of several repairs. The chains which collect floatable material are worn and should be replaced. It is also recommended that the wear plates on the bottom of the tank, wear shoes on the collector flights, and the collector flights themselves all be replaced.

5.4.1.2 Dosing Chamber and Trickling Filters

Under this alternative, the existing dosing chamber and trickling filters would be abandoned in-place, to be demolished by Town personnel at a later date. Existing pipes flowing to and from the trickling filters would be cut, capped, and abandoned in place.

5.4.1.3 Intermediate Pumping Station

The existing intermediate pump station would be abandoned in-place. A new intermediate pump station would be constructed to convey flow from the primary clarifiers to the proposed SBRs. The existing intermediate pump station will remain in service during construction of the proposed SBR and new intermediate pump station, and will then be abandoned once the new pump station is brought online.

5.4.1.4 Rotating Biological Contactors

Under this alternative, the existing rotating biological contactors would be abandoned in-place, to be demolished by Town personnel at a later date.

5.4.1.5 Sequencing Biological Reactor

With the trickling filters and RBCs demolished, it is proposed that a 1.8 MGD SBR system be installed to provide biological treatment. The SBR would consist of three (3) parallel true-batch basins located adjacent to the existing anaerobic digestion complex. The existing sludge holding tank would need to be demolished. Effluent would flow via gravity into a new equalization basin and then to tertiary disk filters for further treatment. Flow from the equalization basin would be controlled by a modulating butterfly valve.

SBR effluent quality is consistently high enough to make secondary clarification unnecessary. Effluent BOD₅ and TSS concentrations are expected to be 30 mg/L.

Each basin is equipped with air piping and fine bubble diffused aeration. Air would be provided by three (3) blowers, which would be located in the proposed intermediate pump station. Waste activated sludge (WAS) would be conveyed to the existing gravity sludge thickener via gravity, with modulating plug valves installed on the discharge piping to control the flow rate and prevent backflow.

5.4.1.6 Secondary Clarifiers

As discussed above, secondary clarification would no longer be necessary with the installation of the proposed dual train SBR. The existing secondary clarifier tanks would be abandoned in-place, to be demolished by Town personnel at a later date.

5.4.1.7 Tertiary Sand Filter/Disk Filter

The sand filter is beyond its operational lifespan and should be replaced. It is recommended that the sand filter be replaced with two new disk filters. The disks are made of a woven 316 stainless steel mesh. Flow passes across the constantly-rotating disks tangentially, which reduces the effective openings of the mesh and improves the removal efficiency. Each disk filter contains two disks which work in tandem. Flow enters the filter between the disks and is filtered as it passes outwards across the disks.

The disk filter units are equipped with an automatic spray wash system to remove accumulated solids from the disk surface. The wash pumps, which are part of the packaged filter units, draw water from the filter effluent.

Each filter would have a 2.2 MGD capacity to provide redundancy at the WWTP's maximum daily flow. The post-SBR equalization tank would equalize flows in excess of this rate. The disk filters would be installed in the existing sand filter bed. Filter effluent would flow via gravity to the existing chlorine contact tank. Backwash waste would be directed via a process drain to the head of the plant.

5.4.1.8 Disinfection

The new SPDES permit issued by NYSDEC in July 2024 contained an effluent residual chlorine limit of 0.054 mg/l, a significantly more stringent limit than the previous 2.0 mg/l. The existing disinfection system would not be capable of meeting this limit without the installation of a dechlorination system. It was determined that it would be in the Town's best interest to install a new ultraviolet (UV) disinfection system to replace the existing chlorine system rather than pursue dechlorination. The proposed UV system will improve disinfection performance, allow the facility to meet all SPDES effluent limits, and

reduce chemical costs and operator labor requirements over the life of the system.

5.4.1.9 Solids Processing

Two (2) new belt press feed pumps and a new 6" HDPE forcemain are proposed to convey thickened sludge from the gravity thickener to the belt filter press.

The belt press requires replacement or refurbishment. The belt press does not experience frequent usage, so installation of a brand-new unit would not be the most economical option for the Town. It is instead recommended that individual components be replaced as necessary. Components that should be replaced include the tracking roller, venture mixer, sludge feed pumps, polymer blending unit, along with other miscellaneous parts. It is also recommended that the discharge conveyor be replaced with a new screw conveyor to carry dewatered sludge away from the belt filter press, and that a lime feed system be installed to stabilize dewatered sludge prior to final disposal.

5.4.1.10 Anaerobic Digestion Complex

The existing sludge holding tank will be demolished to accommodate SBR installation. Abatement work will be performed at the sludge holding tank to facilitate tank demolition and removal. The existing anaerobic digestion complex (USN 09305.000395) was identified as eligible for listing in the State and Nation Register of Historic Places by the New York State Office of Parks, Recreation and Historic Preservation. No lead and asbestos abatement work is currently proposed within the complex. Following project completion, no equipment or piping within the complex will remain in service, and the building will be effectively abandoned in place.

5.4.1.11 SCADA System

All proposed new equipment will be SCADA-compatible. A SCADA system should be installed in the existing administrative building to provide remote monitoring and control of individual unit processes. Existing equipment with SCADA compatibility should be connected to the system, and efforts should be taken to integrate equipment/processes that are not currently SCADA-compatible into the system by installing new sensors and controls as necessary. In addition, remote wastewater pump stations could be integrated into a plant SCADA system for remote monitoring, trending, and alarms.

5.4.2. Impact on Existing Facility

This alternative would have the largest impact on the existing facility. As discussed above, portions of the existing anaerobic digestion complex would be demolished to make room for the new SBR. The trickling filters and RBCs would also be demolished after the proposed SBR is completed and operational. Significant yard piping

modifications would be necessary to convey flow to and from the SBR. In addition, all WWTP operators would be required to obtain activated sludge certification to acquire an “A” status license (i.e., 2A, 3A, etc.).

5.4.3. Land Requirements

No new land would need to be acquired by the Town to complete the improvements proposed under this alternative.

5.4.4. Environmental Impacts and Mitigation Measures

The proposed improvements are confined to the existing WWTP; therefore, there will be little to no adverse impact on the environment. Any disturbance to the environmental will be temporary and restored to pre-constructions conditions.

5.4.5. Discharge Permit Requirements

A new SPDES permit has been issued in anticipation of the implementation of this alternative.

5.4.6. Water and Energy Efficiency Measures

All new pump and equipment motors will be installed with variable frequency drives (VFD) and premium efficiency motors

5.4.7. Storm and Flood Resiliency

The proposed improvements are located in areas of minimal flood concern.

5.4.8. Schedule and Constructability

The existing WWTP would need to remain in operation during construction. It is anticipated that this alternative would require approximately 24 months for construction.

5.4.9. Opportunities for Green Infrastructure

Implementation of Green Infrastructures is not feasible under this project as proposed work primarily consists of rehabilitation of existing WWTP components. Green Infrastructure implementation would be more suitable if there was a significant stormwater related portion to the proposed project.

5.4.10. Project Capital Cost

The estimated capital cost (2025 dollars) of the proposed Alternative 3 improvements is summarized in Table 5-3 below. A full itemized cost estimate is included in Appendix K at the conclusion of this report.

Table 5-3: Estimate of Probable Cost (Alternative 3)

Line Item	Associated Cost
Miscellaneous (Mobilization, E&SC, etc.)	\$1,890,000
Removal and Disposal of Hazardous Materials	\$100,000
Control Building Electrical & SCADA Upgrades	\$600,000
Preliminary Treatment Building Rehabilitation	\$80,000
Primary Settling Rehabilitation	\$435,000
Trickling Filtration Demolition	\$25,000
Intermediate Pump Station Construction	\$1,377,000
Sequencing Batch Reactors & EQ Basin Construction	\$6,252,000
Secondary Settling Demolition	\$10,000
Tertiary Filtration System Improvements	\$1,159,000
Disinfection System Improvements	\$410,000
Solids Handling System Improvements	\$1,042,000
Yard Piping	\$500,000
Field Allowances	\$490,000
Construction Subtotal	\$14,370,000
<i>Contingency (10%)</i>	<i>\$1,437,000</i>
<i>Contractor General Conditions (5%)</i>	<i>\$719,000</i>
Subtotal (2024 dollars)	\$16,530,000
Subtotal (2025 dollars) (3% inflation per yr)	\$17,026,000
<i>Estimated Engineering, Legal, Administration (18%)</i>	<i>\$2,972,000</i>
Total Opinion of Probable Project Cost (Rounded)	\$20,000,000

5.4.11. Anticipated O&M Costs

Alternative 3 will significantly increase electrical power consumption at the WWTP due to the aeration blowers necessary to the SBR process. Average monthly electrical power consumption at the WWTP from 2017 – 2019 was 34,620 kWh. The SBR process is expected to require an additional approximately 61,170 kWh per month when operating at the design ADF of 1.8 MGD. The majority (>95%) of this estimated consumption is attributed to the aeration blowers, with the remainder coming from the SBR WAS pumps and decant drive unit.

In addition to electrical consumption from the SBR process, there will be an increase in electrical power consumption due to the proposed new intermediate lift pumps and the proposed tertiary disk filters. The SBR process also produces approximately 3,000 lbs/day of waste activated sludge, meaning the refurbished belt filter press will have

higher run times than currently. The overall increase in annual electrical cost is expected to be approximately \$72,000.

5.4.12. Short-lived Asset Costs

Short-lived assets are items that are likely to fail and need replacement within the typical 30-year design life of a capital improvement project. These items are typically smaller assets or ancillary system assets that are more prone to heavy wear due to frequent operation. This alternative includes some short-lived assets, including clarifier sludge collection chains & flights, scum pumps, belt filter press components, SBR aeration blowers, and system controls.

6.0 SUMMARY AND ALTERNATIVE COMPARISON

A summary of the three alternatives presented in Section 5.0 is shown in Table 6-1. The three alternatives are compared against multiple criteria in the subsections below.

6.1. Feasible Alternatives Summary

Table 6-1: Feasible Alternatives Summary

Unit Process	Alternative 1	Alternative 2	Alternative 3
Primary Clarification	- Replace sludge & scum collection equipment - Install grease decant tank	- Replace sludge & scum collection equipment - Install grease decant tank	Replace sludge collection equipment
Biological Treatment	- Replace trickling filter media with cross flow media - Install trickling filter splitter box	- Replace trickling filter media with cross flow media - Install trickling filter splitter box	- Demolish trickling filter & RBCs - Install SBRs
Intermediate Pump Station	No Change	- Install two new lift pumps - Install two new trickling filter recycle pumps	- Construct new pump station - Install three new lift pumps
Secondary Clarification	Replace sludge & scum collection equipment	- Replace sludge & scum collection equipment - Install two new additional secondary clarifiers	Abandon in place
Tertiary Filtration	- Demolish existing sand filter - Install two 3.0 MGD disk filters	- Demolish existing sand filter - Install two 5.4 MGD disk filters	- Demolish existing sand filter - Install two 2.2 MGD disk filters
Dewatering	- Refurbish existing belt filter press - Replace screw conveyors	- Refurbish existing belt filter press - Replace screw conveyors	- Refurbish existing belt filter press - Replace screw conveyors
WWTP Capacity (ADF)	1.5 MGD	1.8 MGD	1.8 MGD

6.2. Non-Monetary Factors

6.2.1. Compliance with Standards

The no action alternative would result in continued non-compliance with accepted standards. Alternatives 1-3 were all developed to achieve full compliance.

6.2.2. WWTP Capacity

Alternative 1 would not change the existing WWTP capacity of 1.5 MGD. Alternatives 2 & 3 would result in an increase in capacity to 1.8 MGD.

6.2.3. Recreational Impact

This project is not expected to have any recreational impacts.

6.2.4. Employment Factors

This project is not expected to have any impact on public employment.

6.2.5. Aesthetics

This project will not have any lasting impacts on the aesthetic quality of the project site.

6.2.6. Existing Habitat Impacts

There is not expected to be any impact on existing habitat of endangered/threatened species. The proposed alternative does not involve any tree clearing or wetland impacts; all construction will take place within the existing WWTP. A Full Environmental Assessment Form (FEAF) was completed in accordance with the State Environmental Quality Review Act (SEQR). The Town of Rotterdam established itself as the lead agency for the project and published a negative declaration in the NYSDEC Environmental News Bulletin. A copy of the FEAF and associated Town Board resolution is included as Appendix L.

6.2.7. Permit Issues

As discussed, the existing facility has not met its SPDES permit discharge limits multiple times in recent months. The proposed actions in Alternatives 1-3 are all expected to bring the WWTP into compliance moving forward. Alternatives 2 & 3 would allow the WWTP to obtain a new SPDES permit with an increased flow discharge limit of 1.8 MGD.

6.2.8. Community Objections

There may be objections to the minor inconveniences during construction, such as noise, road closures, and the temporary shutdown of facilities.

6.2.9. Historic/Cultural Resources

The existing anaerobic digestion complex (USN 09305.000395) was identified as eligible for listing in the State and Nation Register of Historic Places by the New York State Office of Parks, Recreation and Historic Preservation. No lead and asbestos abatement work is currently proposed within the complex. Following project completion, no equipment or piping within the complex will remain in service, and the building will be

effectively abandoned in place. Abatement work will be performed at the adjacent sludge holding tank to facilitate tank demolition and removal. A copy of correspondence with OPRHP is included as Appendix M.

6.2.10. Wetlands

A wetland delineation was conducted for the Project Site in October 2021 by B&L. One wetland was identified within the Project Site during this effort. A large portion of the Project Site is located within the 100-foot AA of NYSDEC Wetland S-118. The delineated wetland and 100-foot AA are shown on the project plans. The NYSDEC regulates the 100-foot AA surrounding state-regulated wetlands under Article 24 of the Environmental Conservation Law. A Joint Application for Permit (JAP) was submitted to NYSDEC in October 2024. All waste (concrete dust, debris, etc.) will be fully contained during construction/installation of the proposed improvements; therefore, there will be no permanent adverse impacts to nearby wetlands.

6.3. Life-Cycle Cost Analysis

Table 6-2 below presents a life cycle cost comparison of the three alternatives. The following assumptions and values were used in performing the analysis:

- Power Cost: \$0.10 / kWh
- Life Cycle: 30 Years
- Discount Rate: 0.6%
- Present Worth Factor: 27.4

Table 6-2: 30-Year Present Worth Analysis

Present Worth	Alternative 1	Alternative 2	Alternative 3
Capital Cost	\$13,070,000	\$16,690,000	\$20,000,000
Electrical	\$20,000	\$520,000	\$1,950,000
Total NPV	\$13,090,000	\$17,210,000	\$21,950,000

6.4. Green Infrastructure

Implementation of Green Infrastructures is not feasible under this project as proposed work primarily consists of rehabilitation of existing WWTP components. Green Infrastructure implementation would be more suitable if there was a significant stormwater related portion to the proposed project.

7.0 RECOMMENDED ALTERNATIVE

7.1. Basis of Selection

Based on the information presented in the sections above, it is recommended that the Town implement Alternative 3 – Sequencing Batch Reactor. This alternative will modernize the Town WWTP, improve effluent quality, and allow increased automation of the treatment process. The total estimated capital cost of the WWTP improvements is \$20,000,000.

7.2. Cost Estimate

7.2.1. Payback Period

A payback period is not applicable for this project.

7.2.2. Preliminary Plan of Finance

To date, the Town has been awarded two (2) major grants for the implantation of the project. The first, through the New York State Water Infrastructure Improvement Act (WIIA), was awarded in an amount not to exceed \$4,760,000. In order to remain eligible for these funds, the Town must enter into a Project Finance Agreement or a Grant Agreement by September 30, 2025. The second, through the United States Environmental Protection Agency (EPA) State and Tribal Assistance Grant (STAG) program, was awarded in the amount of \$960,000. To receive these funds, the Town must comply with award terms and conditions.

To finance the balance of project costs not currently covered by grant awards (\$14,280,000), the Town may pursue financing via the NYS EFC Clean Water State Revolving Fund (CWSRF) program. On the 2024 CWSRF Intended Use Plan (IUP), the project received a score of 56, which qualifies the project for subsidized financing. To receive this subsidized financing, an acceptable financing application must be submitted by June 14, 2024, however, a funding application was submitted with the WIIA application. B&L will follow up with EFC on the status of the SRF application. The interest rate for subsidized financing through EFC is typically 50% of the market rate at time of closing.

Each Town user served by the sanitary sewer system would be charged on an equivalent dwelling unit (EDU) basis. The EDU derives its equity on the basis that a single-family residence is equivalent to one (1) unit. Based on this method of assessment, there are an estimated 4,188.12 units within the Town.

7.2.3. Summary of Preliminary Funding Plan

In 2023, the base annual sewer user rate for Sewer District #2 was \$306.47 per user. A 52% increase to \$453.11 per user would be necessary to fully pay all debt service related to the project under the subsidized financing scenario. For comparison, the table below

summarizes the user cost impacts of the project, assuming no additional grant funding is awarded and that market-rate financing through the CWSRF program is secured.

Table 7-1: User Cost Impact – Subsidized Financing

Estimated Project Capital Cost	\$20,000,000
NYS EFC WIIA Grant	\$4,760,000
US EPA STAG Grant	\$960,000
Remaining Balance to be Financed (30-year loan, 1.88% Interest*)	\$14,280,000
Annual Debt Service	\$626,694
Number of Equivalent Dwelling Units** (EDUs)	4,188.12
Annual Debt Service per EDU	\$149.64
Monthly Debt Service per EDU	\$12.47

*50% of USDA RD Market Rate as of 12/15/2023. Final rate subject to market conditions.

Table 7-2: User Cost Impact – Market Rate Financing

Estimated Project Capital Cost	\$20,000,000
NYS EFC WIIA Grant	\$4,760,000
US EPA STAG Grant	\$960,000
Remaining Balance to be Financed (30-year loan, 3.75% Interest*)	\$14,280,000
Annual Debt Service	\$800,931
Number of Equivalent Dwelling Units** (EDUs)	4,188.12
Annual Debt Service per EDU	\$191.24
Monthly Debt Service per EDU	\$15.94

* USDA RD Market Rate as of 12/15/2023. Final rate subject to market conditions.

7.3. Project Schedule

Following the completion of this report, the anticipated project schedule for the proposed rehabilitation project is outlined below:

- | | |
|---|----------------|
| • Submit CWSRF funding application to NYSEFC | June 2024 |
| • Submit Plans and Specifications for Review and Approval | September 2024 |
| • Submit Revised Engineering Report | December 2024 |
| • Close on CWSRF Financing | December 2024 |
| • Project Letting/Bidding Phase | January 2025 |
| • Award Bids | February 2025 |
| • Issue Notice to Proceed | March 2025 |
| • Construction Start | April 2025 |
| • Construction Completion | April 2027 |

7.4. Next Steps

The following regulatory reviews and/or approvals of the rehabilitation project are anticipated and will be obtained during the project design phase:

- New York State Department of Environmental Conservation (NYSDEC) and NYS
Environmental Facilities Corporation (EFC) – Engineering Report and Plan Approval

8.0 CONCLUSION

The Town of Rotterdam WWTP relies on equipment that has reached the end of its useful life, and has violated SPDES permit effluent limitations several times in recent months. Equipment in need of rehabilitation and/or replacement includes the primary clarifiers, trickling filters, secondary clarifiers, and belt filter press. The WWTP is undersized to meet projected increased wastewater flows from anticipated development within the sewer district and surrounding areas which may be incorporated in the district. The Town's current facility requires upgrade to ensure reliable service, operation, and water quality to protect the health, safety, and well-being of all Town residents, including those living in the identified environmental justice area around Memorial Park.

Three WWTP upgrade alternatives were evaluated in terms of effectiveness, capacity, and life cycle cost:

Alternative 1 – WWTP Rehabilitation

Alternative 2 – WWTP Rehabilitation & Expansion

Alternative 3 – Sequencing Batch Reactor Installation & WWTP Retrofit

The recommended option is Alternative 3 – Sequencing Batch Reactor. The total estimated project capital cost is \$20,000,000. The proposed upgrades will improve WWTP performance and allow future growth within the Town.

A smart growth assessment was completed to ensure that improvements are designed to conform to sustainable municipal land planning practices. The NYS EFC Smart Growth Assessment form is attached as Appendix N. A signed Engineering Report Certification by the Professional Engineer is attached as Appendix O.

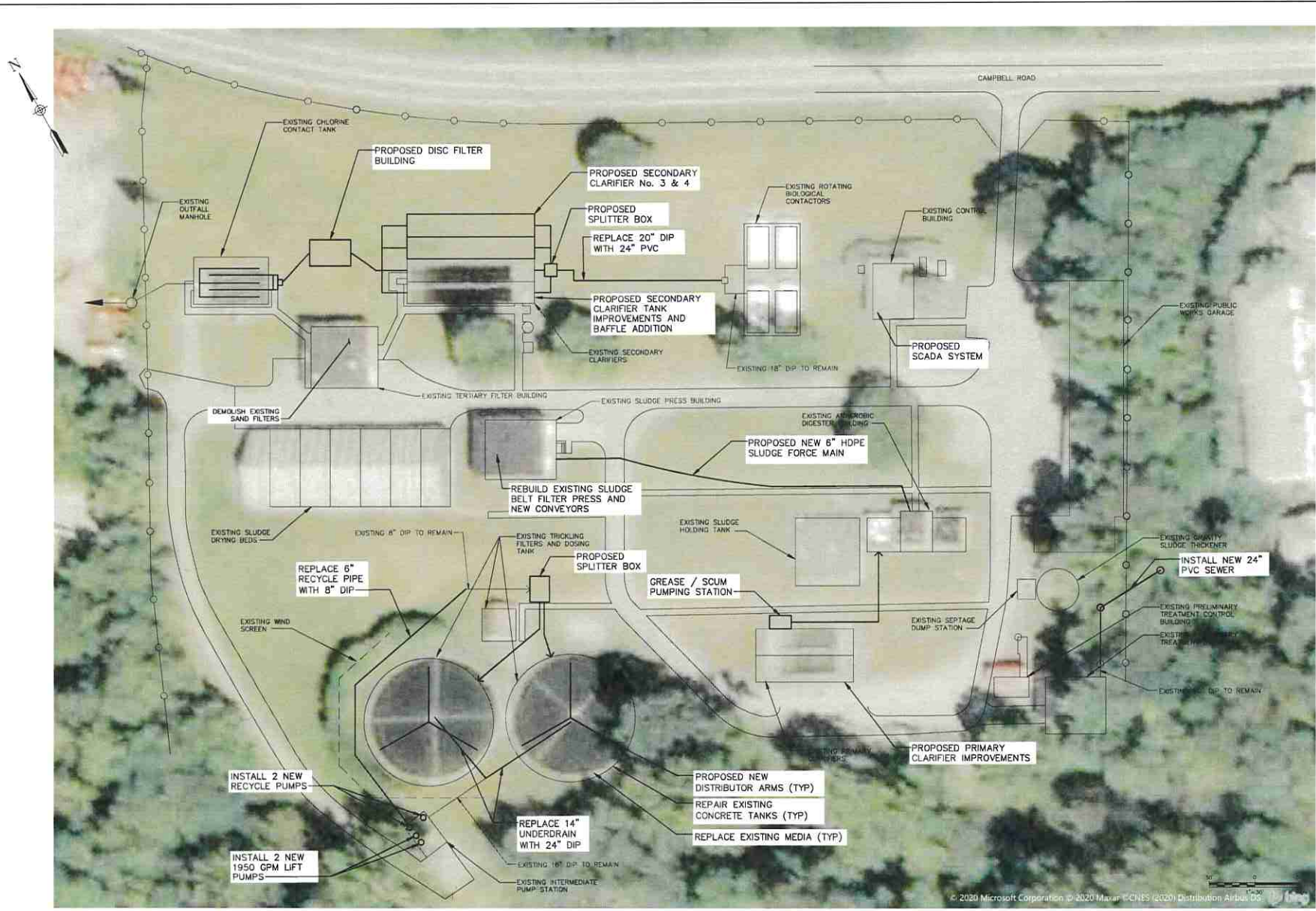
REFERENCES

NEIWPCC. (2011). *Guides for the Design of Wastewater Treatment Works*. Lowell: New England Interstate Water Pollution Control Commission.

GLUMRB. (2014). *Recommended Standards for Wastewater Facilities*. Great Lakes – Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers.

FIGURES

Project: Site 10, 2020 - 8-4-2020
 2. 10-10-2020
 Drawn by: GEG
 Checked by: KPS
 Designed by: NJO
 In charge of: DNF



IF A VIOLATION OF LAW IS OR ANY PERSON, BECAUSE THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY, IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL SIGN THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION."

REVISIONS	

TOWN OF ROTTERDAM
 WASTE WATER TREATMENT PLANT IMPROVEMENTS
 SITE PLAN -
 PROPOSED IMPROVEMENTS - ALTERNATE 2
 SCHOENHARDT COUNTY, NEW YORK
 TOWN OF ROTTERDAM

Barton & Loguidice

Date: SEPTEMBER 2020
 Scale: 1" = 30'
 Sheet Number:
FIGURE 3
 Project Number:
 904.046.001

APPENDIX C

REFERENCES (INSERT)

APPENDIX D

CONFLICT OF INTEREST STATEMENT

APPENDIX D: CONFLICT OF INTEREST STATEMENT

_____ (“Respondent”)

Conflict of Interest Statement

The owner(s), corporate members or employees of [Respondent], shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation with the [the Town of Rotterdam]. Each individual shall disclose to the [Town of Rotterdam] any personal interest or direct relationship which he or she may have and shall refrain from participation in any decision making in related manners.

Any owner, corporate member or employee of [Respondent] who is an officer, board member, a committee member or staff member of a related organization shall identify his or her affiliation with such agency or agencies; further, in connection with any policy committee or board action specifically associated with [the Town of Rotterdam], he/she shall not participate in the decision affecting that entity and the decision must be made and/or ratified by the full board. At this time, I am a Board member, a committee member, or an employee of the following organizations/companies:

Now this is to certify that I, except as described below, am not now nor at any time during the past year have been:

- 1) A participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party; doing business with the [the Town of Rotterdam] which has resulted or could result in person benefit to me.
- 2) A recipient, directly or indirectly, of any salary payments or loans or gifts of any kind or any free service or discounts or other fees from or on behalf of any person or organization engaged in any transaction with the [the Town of Rotterdam].

Any exceptions to 1 or 2 above are stated below with a full description of the transactions and of the interest, whether direct or indirect, which I have (or have had during the past year) in the persons or organizations having transactions with the [the Town of Rotterdam].

Respondent: _____

Date: _____

Signature: _____

Printed name: _____

Address: _____

Telephone: _____

APPENDIX E

CERTIFICATE OF AUTHORITY (INSERT)

APPENDIX F

W-9 FORM (INSERT)

APPENDIX G

NON-COLLUSION BIDDING CERTIFICATION

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: _____

RESOLUTION NO. 154.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute a memorandum of understanding (MOU) with the County of Schenectady, for the distribution of funds awarded to support local law enforcement agencies with expenditures related to the implementation of NYS discovery and bail reforms.

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

DATED: April 9, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: April 8, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Accept MOU from Schenectady County to facilitate the distribution of funds awarded to Town of Rotterdam/Rotterdam Police Department related to the New York State Discovery and Bail Reforms

TOWN BOARD MEETING: April 9, 2025

Background Information: The Town of Rotterdam/Rotterdam Police Department submitted eligible expenses under the 2024-2025 Discovery Reform Funding Plan to DCJS..

Evaluation/Analysis: The DCJS approved Schenectady County's 2024-2025 Discovery Reform Funding Plan and Schenectady County will now distribute the funds.

Recommendation(s): Accept the MOU from Schenectady County to facilitate the distribution of \$30,427.00 to the Town of Rotterdam/Rotterdam Police Department.

Attachment/Document(s): MOU from Schenectady County and the Town of Rotterdam/Rotterdam Police Department submission for the 2024-2025 Discover and Bail Reform Funding Plan.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “Agreement”) is entered into between the County of Schenectady (hereinafter “the County”) and the Town of Rotterdam/Rotterdam Police Department (collectively, “the Parties”) in order to facilitate distribution of the funding awarded to support local law enforcement agencies with expenditures related to the implementation of NYS discovery and bail reforms that took effect January 1, 2020.

WHEREAS, NYS Division of Criminal Justice Services (hereinafter “DCJS”) is providing funding to support local law enforcement agencies with expenditures related to the implementation of NYS discovery and bail reforms during a period of 2024-2025; and

WHEREAS, DCJS set a maximum award amount for each County that was determined based on each county’s prorated share of criminal court arraignments statewide; and

WHEREAS, the County submitted a 2024-2025 Discovery Reform Funding Plan to DCJS, after having sought collaborative input, and requests for eligible expenses during the state fiscal year April 1, 2024 through March 31, 2025, from the District Attorney’s Office, the Department of Probation, the Sheriff’s Department, and all local police departments, including Schenectady, Rotterdam, Niskayuna, Scotia and Glenville; and

WHEREAS, DCJS approved the County’s 2024-2025 Discovery Reform Funding Plan; and

WHEREAS, the County desires to disburse said funds to the various local police agencies in the amounts as set forth in the approved 2024-2025 Discovery Reform Funding Plan; and

WHEREAS, the County greatly appreciates all of the efforts of the members of the law enforcement agencies in responding to the discovery and bail reforms.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The County, through the County Finance Department, shall distribute funds in the amount of \$30,427 to the Town of Rotterdam/Rotterdam Police Department.
2. The Town of Rotterdam/Rotterdam Police Department agrees to utilize the funding to pay for the expenses as previously submitted, related to the implementation of the discovery and bail reforms that took effect January 1, 2020, and as set forth in Exhibit A attached hereto.
3. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein and, if through mistake or otherwise, such provision is not inserted then, upon application of either party, this contract shall be amended forthwith to make such insertion.

NOW, THEREFORE, the above terms and conditions have been read and fully agreed upon the parties.

Schenectady County

Signature_____

**Rory Fluman
County Manager**

Date:_____

Town of Rotterdam

Signature_____

**Mollie A. Collins
Supervisor**

Date:_____

**Chief Michael Brown
Rotterdam Police Chief**

Date:_____

Exhibit A

Town of Rotterdam Discovery Reform Items 2024-2025

Administrative Support – Confidential Records Management Liaison salary for compliance with state discovery mandates

- **\$45,000 request by Town**

Total Grant Monies Provided Toward Request: \$30,427

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:

Mollie Collins
Supervisor

Jack Dodson
Councilmember

Ron Schlag
Councilmember

Joe Mastroianni
Councilmember

Teri Gallucci
Councilmember

In the Matter of The Joint Increase and Improvement of the Facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York	ORDER CALLING PUBLIC HEARING
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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 7 o'clock P.M., Prevailing Time, on the question of the proposed joint increase and improvement of the facilities of Water District No. 5 and Sewer District Nos. 2 and 7, in said Town, and the estimate of cost referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same and to take such action thereon as is required or authorized by law.

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

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

Section 4. This Order shall take effect immediately.

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

DATED: April 9, 2025

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

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

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

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

Town Clerk

(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 7 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a proposed joint increase and improvement of the facilities of Water District No. 5 and Sewer District Nos. 2 and 7, in said Town, being the purchase of maintenance equipment, at a maximum estimated cost of \$967,455, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

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

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

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

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

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

Diane M. Marco
Town Clerk

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: April 7, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

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

TOWN BOARD MEETING: April 9, 2025

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

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

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

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

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisors Office