MEETING OF THE
ROTTERDAM TOWN BOARD

May 14, 2025
7:00 PM
Agenda Review 6:30 PM
*Meeting is scheduled to be held at the **Rotterdam Junction Volunteer Fire Department***

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins
EXECUTIVE SESSION
PROCLAMATIONS
PUBLIC HEARING

- To amend Chapter 107 of the Code of the Town of Rotterdam regulating Dogs within the Town of Rotterdam.

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS:
RESOLUTIONS

174.25 Accepting Town Board Meeting Minutes. Pg. 16

175.25 To accept revenue for Town Clerk's office for April 2025. Pg. 59

176.25 To appoint Michael Salamone as the Director of the Rotterdam Town Band for the 2025 Summer Concert Series. Pg. 65

177.25 To appoint Joel Miller as the Director of the Rotterdam Jazz Band for the 2025 Summer Concert Series. Pg. 68

178.25 To approve budget transfers to the 2025 budget-Hydrants. Pg. 71

179.25 To approve budget transfers of gas and diesel to the 2025 budget. Pg. 75

180.25 To accept and award bid for One (1) Used Bucket Truck Model Year 2012 Or Newer. Pg. 77

181.25 Call for bids for Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street. Pg. 96

182.25 Call for bids for Hazardous Materials Removal at 369 Duanesburg Road, Rotterdam NY. Pg. 147

183.25 Call for bids for 6.3mm polymer-modified hot mix asphalt highway resurfacing. Pg. 240

184.25 Call for bids for Sandborn Road Type 3 Dense Binder & 6.3mm Polymer Modified Hot Mix Asphalt Highway Resurfacing. Pg. 265

185.25 Call for proposals for Grinding and Removal of Brush, Yard Waste and Wood. Pg. 289

186.25 To negotiate and execute an agreement with Barton & Loguidice for Hazardous Materials Consulting Services for the Rotterdam Police Courts Project – 369 Duanesburg Road. Pg. 322

187.25 To negotiate and execute an agreement with KB Engineering & Architecture P.C. for professional engineering services related to the leaking fire hydrant replacement project. Pg. 329

188.25 To negotiate and execute an agreement with KB Engineering & Architecture, P.C. for professional engineering services related to the Mercury Minimization Plan. Pg. 338

189.25 To negotiate and execute an agreement with Collar City Auctions, Inc. for auctioneer services of government assets. Pg. 347

190.25 To Enact Local Law No. 4 of 2025; To amend Chapter 107 of the code of the Town of Rotterdam Regulating Dogs within the Town of Rotterdam. Pg. 353

191.25 To select Barton and Loguidice P.C. for professional engineering services for the Wastewater Treatment Plant Upgrade Project. Pg. 360

192.25 Appoint Seasonal Laborers to the Highway Department. Pg. 479

193.25 Appoint Seasonal Park Attendants to the Parks & Water Department. Pg. 481

194.25 To approve budget transfers to the 2025 budget-PT Summer Attendants. Pg.483

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

PUBLIC HEARING

#1

To amend Chapter 107 of the Code of the Town of Rotterdam regulating Dogs within the Town of Rotterdam.

5/14/25

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 23, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 170.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2025; TO ENACT PROPOSED AMENDMENTS TO CHAPTER 107 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM AND SCHEDULING A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. __ of 2025; To amend Chapter 107 of the Code of the Town of Rotterdam, regulating Dogs within the Town of Rotterdam.

SECTION 2. The Town Board of the Town of Rotterdam desires to include a permit structure for use of the new Juracka Dog Park within the Town of Rotterdam.

SECTION 3. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Junction Volunteer Fire Department, 1215 Main Street, Rotterdam Junction, New York 12150, at 7:00p.m. on the 14th day of May, 2025 for the following purpose:

> To recognize the introduction of Introductory Local Law No. __ of 2025; To amend Chapter 107 of the Code of the Town of Rotterdam regulating Dogs within the Town of Rotterdam.

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

DATED: April 23, 2025
Daily Gazette: Please publish once on April 25, 2025
Town Clerk
Post

SECTION 4. This resolution shall become effective April 23, 2025.

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady County, NY

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	April 22, 2025
TO:	Town Board
FROM:	Ronald Schlag
TITLE OF REQUEST:	Juracka Dog Park permits introduction and call for public hearing.
TOWN BOARD MEETING:	April 23, 2025
Background Information:	The Town Board of the Town of Rotterdam desires to include a permit structure for use of the new Juracka Dog Park within the Town of Rotterdam.
Evaluation/Analysis:	The permitting process was drafted by the Town Attorney in conjunction with the Parks and recreation committee and Town Board Liaisons after research of dog parks permits in other municipalities.
Recommendation(s):	To approve the permit process and call for a public hearing for Rotterdam residents' input and recognize introduction of introductory law.
Attachment/Document(s):	See attached Proposed Amendment inclusions to Town Code 107.
Compliance with Purchasing Policy:	NA
Effect(s) on Existing Law(s):	Proposed Amendment inclusions to Town Code 107
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Proposed Amendment inclusions to Town Code 107

1. **Eligibility Criteria:**
    - Only owners of properly licensed, vaccinated, and tagged dogs are eligible for a permit.
    - Dogs must be at least 4 months old, up to date on vaccinations (Rabies, Distemper, and Bordetella), and free from contagious diseases and parasites.
    - Dogs must wear identification tags (including the owner's contact information) and collars at all times.
2. **Application Process:**
    - Visit the Town Clerk's office or apply online at the Town of Rotterdam's official website.
    - Submit proof of the dog's vaccination records and licensing (a copy of your dog's rabies certificate, distemper vaccination, and Bordetella vaccination).
    - Complete the permit application form, which includes:
        - Owner's name, address, and contact information.
        - Dog's name, breed, age, and a current photo.
    - Acknowledge understanding of the park's rules and regulations.
3. **Permit Fee:**
    - No fee is required for Town of Rotterdam residents.
    - A nominal fee may be required for the permit for non-residents. The fee is due annually and must be paid at the time of application or renewal.
    - Fee amount: **$25 per year.**
4. **Permit Approval:**
    - The Town Clerk will review the application. If all requirements are met, the permit will be issued.
    - Once approved, the owner will receive a Dog Park Permit with a unique permit number, valid for one year.
    - The permit must be kept with the owner or visible while inside the dog park.
5. **Permit Renewal:**
    - Permits are valid for one year from the date of issue. To renew:
        - Ensure your dog's vaccinations are up-to-date.
        - Submit proof of vaccination again if applicable.
        - Pay the annual fee.

- Confirm no violations have occurred during the previous year.

Permit Holder Responsibilities:

- **Supervision & Control:** Owners must remain inside the park at all times while their dog is in the off-leash area. Dogs must be under voice control at all times.
- **Dog Behavior & Aggression:** Owners are responsible for their dog's behavior. Aggressive dogs must be immediately removed from the park, and aggressive behavior may result in suspension or permanent ban from the park.
- **Compliance with Rules:** By obtaining the permit, you agree to adhere to all dog park rules and regulations, including health and safety guidelines, waste cleanup, and behavior policies.

Enforcement & Penalties for Violation:

- **First Violation:** Warning issued to the permit holder.
- **Second Violation:** Fine and/or temporary suspension from park use.
- **Third Violation:** Permanent loss of park privileges.
- **Severe Incidents:** Immediate expulsion from the park, which may also involve legal action or citations if required.

Permit Suspension or Revocation:

- If a dog is found to have violated park rules (such as being aggressive, unvaccinated, or otherwise disruptive), the permit may be suspended or revoked.
- Owners are required to report any incidents involving bites, injuries, or aggression to the Town Parks Supervisor within 24 hours.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 23, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 171.25

TO ADOPT THE RULES FOR THE NEW JURACKA DOG PARK IN THE TOWN OF ROTTERDAM

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes and adopts the Juracka Dog Park Rules for use of the Park by residents and non-residents.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Juracka Dog Park rules to be posted on the Town Website.

SECTION 3. The Town Board of the Town of Rotterdam hereby authorizes signage to be made and posted at the Juracka Dog Park of the rules for the Juracka Dog Park.

SECTION 4. This resolution shall become effective April 23, 2025.

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County NY

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	April 22, 2025
TO:	Town Board
FROM:	Ronald Schlag
TITLE OF REQUEST:	TO ADOPT THE RULES FOR THE NEW JURACKA DOG PARK IN THE TOWN OF ROTTERDAM.
TOWN BOARD MEETING:	April 23, 2025
Background Information:	The Town of Rotterdam has invested in a dog park as an ongoing means to improve the parks for the citizens of Rotterdam. With the creation of this dog park, there is a need to spell out rules associated with said dog park.
Evaluation/Analysis:	The rules were drafted by the Town Attorney in conjunction with the Parks and recreation committee and Town Board Liaisons after research of dog park rules of other municipalities.
Recommendation(s):	To approve Dog Park Rules & Regulations for Rotterdam citizens to utilize the park in a safe and orderly fashion.
Attachment/Document(s):	See attached resolution and proposed Dog Park Rules & Regulations
Compliance with Purchasing Policy:	NA
Effect(s) on Existing Law(s):	Resolution 170.25 calls for amendments of Chapter 107, with a public hearing scheduled for May 14th.
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Town of Rotterdam Juracka Dog Park Rules & Regulations

The Town of Rotterdam provides designated off-leash dog parks for responsible pet owners to exercise and socialize their dogs. Properly licensed, vaccinated, and tagged dogs without aggressive or dangerous tendencies may be exercised off-leash in these designated areas, subject to the following rules and regulations.

By entering the dog park, users agree to comply with these rules, assume all risks associated with off-leash areas, and accept full responsibility for their dogs' behavior.

1. Hours of Operation & Closures

a. Dog Park hours are 7:00 AM to Dusk, unless otherwise posted.
b. The Dog Park may be closed at any time at the discretion of the Rotterdam Parks Supervisor for maintenance, weather conditions, or special events.
c. Weather-Related Closures: The park may be closed during severe weather conditions, including thunderstorms, heavy snowfall, extreme heat advisories, or flooding.
d. Closures will be posted on the Town's website and at the park entrance.

2. Supervision & Responsibility

a. Owners must remain in the park at all times while their dog is inside the designated off-leash area.
b. Dogs may never be left unattended. Any dog left alone for more than 15 minutes may be removed by Animal Control.
c. Owners must closely supervise their dogs and maintain voice control at all times.
d. Children under 12 are not permitted inside the off-leash area. Children between 12 and 16 must be supervised by an adult (18+ years old).
e. Owners must carry a leash at all times. No dogs shall be leashed inside the off-leash area to prevent leash aggression.

3. Dog Eligibility & Health Requirements

a. Dogs must be at least 4 months old, up to date on vaccinations, and free from contagious diseases and parasites.
b. Proof of rabies, distemper, and Bordetella vaccinations must be provided upon request by Town officials or Animal Control.
c. Sick, injured, aggressive dogs, or dogs in heat are not permitted inside the dog park.
d. Dogs must wear a collar with identification tags, including the owner's contact information.

4. Leash & Entry Procedures

a. Dogs must be leashed (maximum 6' leash) at all times outside the Dog Park fence. Do not unleash your dog between your vehicle and the entrance.
b. Leash and unleash your dog inside the double-gated area. Ensure your dog is fully unleashed before entering the main off-leash area to prevent leash aggression.

5. Behavior & Aggression Policy

a. Aggressive behavior will not be tolerated. Any dog showing signs of aggression, including growling, lunging, snapping, excessive barking, or bullying, must be removed immediately by its owner—NO EXCEPTIONS.
b. If a dog is involved in an altercation resulting in injury (to another dog or person), the owner must provide contact information to the other party and report the incident to the Rotterdam Parks Supervisor within 24 hours.
c. Aggressive dogs may be banned from the park, following this enforcement policy:

- First offense – Written warning.
- Second offense – One-month suspension from the park.
- Third offense – Permanent ban.
- Severe incidents (e.g., biting) may result in immediate permanent expulsion.
  d. Owners disputing an aggression classification may request an appeal review by the Town's Animal Control Officer.

6. Maximum Dogs Per Owner & Dog Size Restrictions

a. Owners may have a maximum of three (3) dogs in the park at one time.
b. No dogs under 30 lbs are permitted in the main off-leash area, unless the town designates a separate small-dog section.

7. Prohibited Items & Activities

a. NO human food, dog food, or treats are allowed in the park. Sealed training treats are permitted for obedience work.
b. NO toys, ropes, bones, or high-value items that may trigger possessive behavior.
c. NO smoking, vaping, alcohol, glass containers, or amplified music.
d. NO bicycles, skateboards, rollerblades, or strollers are permitted inside the dog park.

8. Waste Cleanup & Sanitation

a. Owners must clean up after their dog immediately and dispose of waste in designated receptacles.
b. Failure to clean up may result in fines or suspension of park privileges.

9. Indemnification & Assumption of Risk

By entering the Dog Park, owners and handlers acknowledge that use of the park is at their own risk and agree to the following:

a. Assumption of Risk

- The Town of Rotterdam is not responsible for any injury, loss, or damage resulting from the use of the Dog Park.
- Owners assume full responsibility for any damage, injury, or loss caused by their dog, including harm to other dogs, people, or property.

b. Hold Harmless Clause

- Owners and handlers agree to indemnify, defend, and hold harmless the Town of Rotterdam, its officers, employees, agents, and volunteers from any claims, demands, damages, liabilities, costs, or expenses (including attorney fees) arising from:
    - Injuries or damages caused by their dog's actions.
    - Failure to comply with park rules.
    - Any incident occurring in the park, regardless of cause.

c. Release of Liability

- By entering the Dog Park, owners waive any right to sue the Town of Rotterdam for any personal injury, property damage, or loss incurred while using the park.

d. Reporting & Legal Compliance

- Any incidents involving bites, serious injury, or aggressive behavior must be reported to the Rotterdam Parks Department and, if necessary, filed with Animal Control.
- Owners are subject to local and state dog laws, including leash laws, licensing requirements, and liability statutes.

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10. Enforcement & Penalties

- **First violation**: Verbal or written warning.
- **Second violation**: Fine and/or temporary suspension from park use.
- **Third violation**: Permanent loss of park privileges.
- Owners refusing to comply with removal requests may be subject to citation or legal action under town ordinances.

11. Contact Information

For park rules, closures, or to report an incident, contact:
📞 **Rotterdam Parks & Recreation** – [Phone Number]
📧 **Email** – [Email Address]
🚓 **Animal Control** – [Phone Number]

Acknowledgment of Rules

By entering this off-leash dog park, you agree to comply with all park rules and acknowledge that failure to follow regulations may result in fines, suspension, or legal action.

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

Juracka Park

Town of Rotterdam Annual Dog Park Permit Application

Instructions

Complete application along with proof of current Rabies, Distemper, Bordetella, current photo of dog and dog license. Present all documents including application to the Rotterdam Town Clerk's Office, 1100 Sunrise Boulevard, Rotterdam, NY 12306. Attention: Diane Marco

Dog permits are annual permits expiring December 31 each calendar year.

Resident- $0.00 per dog

Non-resident- $25.00 per dog

Owner's Name _____

Address _____

E-mail Address _____

Phone Number _____

Description of Dog/s

Name _____
Breed _____
Color/s _____

Name _____
Breed _____
Color/s _____

Name _____
Breed _____
Color/s _____

For Official Use Only

License # _____ Exp. _____
Rabies Exp. _____
Distemper Exp. _____
Bordetella Exp. _____
Dog Park Tag # _____

License # _____ Exp. _____
Rabies Exp. _____
Distemper Exp. _____
Bordetella Exp. _____
Dog Park Tag # _____

License # _____ Exp. _____
Rabies Exp. _____
Distemper Exp. _____
Bordetella Exp. _____
Dog Park Tag # _____

I have read and agree to comply with the rules and regulations of the Town of Rotterdam Dog Park. I understand that violation of these rules subjects my dog to removal from the park and revocation of the usage permit. I hereby acknowledge that there are risks to me and my dog when using the dog park, and I agree to hold the Town of Rotterdam harmless for any damages or injuries I may incur as a result of the use of the Town of Rotterdam Dog Park.

Signature _____ Date _____

RESOLUTION NO. 174.25

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____, **NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the April 23, 2025 Town Board meetings as attached.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 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: May 6, 2025
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST**:** To adopt meeting minutes from the April 23, 2025, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: May 14, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: May 14, 2025

Background Information: Attached. To adopt the meeting minutes from the April 23, 2025 Town Board Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of May 14, 2025.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

John F. Kirvin Government Center * 1100 Sunrise Boulevard * Rotterdam, NY 12306
Telephone: (518) 355-7575 Ext: 352 * Fax: (518)355-7837* Website: www.rotterdamny.org
Email * dmarco@rotterdamny.org

April 25, 2025

Certified Resolutions: #155.25-#173.25 and Order 3.25 for the year 2025 was duly adopted at the Town Board Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, April 23, 2025. The Town Board Agenda Meeting started at approximately 6:47 p.m. Motion #8 was made by Councilmember Dodson and seconded by Councilmember Mastroianni. The agenda meeting was adjourned at approximately 7:11 p.m. all agreed to adjourn the agenda meeting**.** The Town Board meeting began at approximately **7**:12 p.m. Motion #9 was made by Councilmember Gallucci and seconded by Councilmember Dodson. The Town Board Meeting was adjourned at approximately 8:02 p.m. by Councilmember Dodson and seconded by Councilmember Gallucci. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE
ROTTERDAM TOWN BOARD

April 23, 2025
7:00 PM
Agenda Review 6:30 PM

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins
EXECUTIVE SESSION
PROCLAMATIONS
PUBLIC HEARING

- Public hearing on the Establishment of Extension No. 28 to Water District No. 5 in the Town of Rotterdam, Schenectady County, New York. Pg. 4 **PH CLOSED**

- Public hearing In the Matter of The Joint Increase and Improvement of the Facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York. Pg. 61 **PH CLOSED**

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS:

MOTIONS

8.25 I make a motion to add resolution #172.25 to the agenda.

9.25 I make a motion to add Resolution #173.25 to the agenda.

RESOLUTIONS

155.25 Accepting Town Board Meeting Minutes. Pg. 72

156.25 To appoint Michael Isabella to the position of Traffic Safety Coordinator. Pg. 97

157.25 To appoint Maria Dimeo-Ascolese to the position of Court Clerk I. Pg. 100

158.25 To appoint members of the Town of Rotterdam Parks and Recreation Advisory Committee. Pg. 104

159.25 To authorize the Town Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association (CSEA) recognizing the establishment of the new job title of Senior Park Attendant. Pg. 108

160.25 To authorize an agreement with Mohawk Valley Society Local 85-133 for live music for the 2025 Summer Concert Series. Pg. 115

161.25 To negotiate and execute a contract with Santore's World of Famous Fireworks LLC and Night Sky Productions LLC. Pg. 119

162.25 To negotiate and execute an agreement with Precision Industrial Maintenance, LLC for jetting at the Altamont Avenue pump station. Pg. 126

163.25 To approve the purchase and installation of emergency vehicle equipment to the Water and Sewer truck**.** Pg. 130

164.25 To negotiate and execute an agreement with Pinnacle Roofing for roof repairs on Building 1 located at the Rotterdam Junction Wellfield. Pg. 136

165.25 To accept bid and award contract for On Call Plumber Contractor Services. Pg. 148

166.25 To accept and award bid for one (1) Interstate Model 40 DLA or comparable 20-ton Equipment Trailer. Pg. 179

167.25 A Resolution making certain determinations in relation to and approving the establishment of Extension No. 28 to Water District No. 5 in the Town of Rotterdam, Schenectady County, New York, pursuant to Article 12-A of the Town law. Pg. 192

ORDER 3.25 In the Matter of The Joint Increase and Improvement of the Facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York. Pg. 200

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

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

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

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

172.25 To establish capital project expenditure line H136-Wastewater Treatment Plant Facility.

173.25 To extend the term of the Energy Advisory Committee.

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following motion was duly adopted:

MOTION 8.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add to the agenda resolution #172.25.

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

DATED: April 23, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on April 23, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, N.Y.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following motion was duly adopted:

MOTION 9.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add to the agenda resolution #173.25.

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

DATED: April 23, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on April 23, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 155.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	**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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 156.25

TO APPOINT MICHAEL ISABELLA TO THE POSITION OF TRAFFIC SAFETY COORDINATOR

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	**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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 157.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	**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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County N.Y.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 158.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed as members to the Town of Rotterdam Parks and Recreation Advisory Committee to fill the remaining vacancies to the committee with the following term dates commencing April 23, 2025:

Clark Collins – Term ending December 31, 2025
Mary Barrie – Term ending December 31, 2026

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

DATED: April 23, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 159.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	**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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County N.Y.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 160.25

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

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

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

DATED: April 23, 2025

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

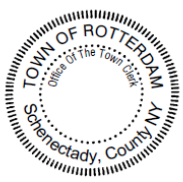
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 161.25

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

THEREFORE, UPON MOTION OF Councilmember **SCHLAG,** 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 Chief of Police to negotiate and execute a contract with Santore's World of Famous Fireworks, LLC, and Night Sky Productions LLC, located at P.O. Box 867, Stillwater, NY 12170, in the amount of two thousand seven hundred fifty and 00/100 dollars ($2,750.00) to operate a firework display for the Town residents in celebration of National Night on August 5, 2025.

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

DATED: April 23, 2025

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

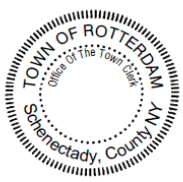
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 162.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam herby authorizes the Supervisor to negotiate and execute an agreement with Precision Industrial Maintenance, LLC, located at 1710 Erie Boulevard, Schenectady, NY 12308, LLC to perform the Pump Out and Jetting at the Altamont Avenue pump station, in accordance with the hourly rates and disposal costs associated with quote dated April 10, 2025.

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

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	**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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 163.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	**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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of The Town Clerk Schenectady, County NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 164.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	**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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 165.25

TO ACCEPT BID AND AWARD CONTRACT FOR ON CALL PLUMBER CONTRACTOR SERVICES

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

ON CALL PLUMBER CONTRACTOR SERVICES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for On Call Plumber Contractor Services**,** as needed for the Town of Rotterdam, to BPI Mechanical Service, located at 5 Hemlock Street, Latham, NY 12110, at the hourly labor rates, overhead and profit percentages per the attached spreadsheet.

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

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

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 166.25

TO ACCEPT AND AWARD BID FOR ONE (1) INTERSTATE MODEL 40 DLA OR COMPARABLE 20-TON EQUIPMENT TRAILER

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid to purchase One (1) 20-Ton Equipment Trailer for the Town of Rotterdam to Abele Tractor, located at 72 Everett Rd., Albany, NY 12205, at the mutual consent of both the Town and Abele Tractor, with a bid amount not to exceed, twenty-six thousand and 00/100 ($26,000.00) dollars.

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

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

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	**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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 167.25

DATED APRIL 23, 2025.

A RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION TO AND APPROVING THE ESTABLISHMENT OF EXTENSION NO. 28 TO WATER DISTRICT NO. 5 IN THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, PURSUANT TO ARTICLE 12-A OF THE TOWN LAW.

WHEREAS, a map, plan and report have been prepared in such manner and in such detail as has heretofore been determined by the Town Board of the Town of Rotterdam, Schenectady County, New York, relating to the establishment of Extension No. 28 to Water District No. 5 of said Town;

WHEREAS, said map, plan and report were prepared by a competent engineer, duly licensed by the State of New York, and have been filed in the office of the Town Clerk of said Town, where the same are available during regular office hours for examination by any persons interested in the subject matter thereof;

WHEREAS, said Extension No. 28 to Water District No. 5 shall be bounded and described as hereinafter set forth as Appendix A attached hereto and hereby made a part hereof;

WHEREAS, the improvement proposed for said Extension No. 28 to Water District No. 5 consists of the purchase and installation of water mains, including original equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, as more fully described in the aforesaid map, plan and report;

WHEREAS, the maximum amount proposed to be expended for said improvement is $112,000;

WHEREAS, of said maximum estimated cost, $112,000 is expected to be paid with monies to be received by the Town from the developer of the property constituting said Extension; and

WHEREAS, of said maximum estimated cost, $-0- of bonds and/or notes of said Town are expected to be issued to pay for the maximum estimated cost of the improvements in connection with the establishment of said Extension; and

WHEREAS, the costs of the provision of services in said Extension shall be through the imposition of a schedule of water rates pursuant to Section 198 of the Town Law to the extent that such water rates provide a source of revenue for such expenditures and expenses shall otherwise be payable as provided in Article 12-A of the Town Law by the annual apportionment and assessment upon the several lots and parcels of land within said Extension in the manner provided by law as determined by the Town Board pursuant to Section 202 of the Town Law; and

WHEREAS, said establishment of the Extension and the capital project therefore have been determined to be an "Type I Action" pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), which, as proposed, it has been determined will not have any significant adverse effect upon the environment and SEQRA compliance materials are on file in the office of the Town Clerk were they may be inspected during normal business hours; and

WHEREAS, the estimated cost of the establishment of Extension No. 28 to Water District No. 5 to the typical property therein is $93.02 and to a single-family home, is $93.02 in the first year in which operation, maintenance, debt service and other charges and expenses are to be paid and the estimated cost of hook-up fees is $_____ as to both; and

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

Town Clerk at Town Hall in Schenectady, New York, where the same are available during regular office hours for examination by any person interested in the subject manner thereof; and

WHEREAS, an Order was duly adopted by said Town Board on March 26, 2025, reciting a description of the boundaries of said proposed Extension No. 28 to Water District No. 5, the improvements proposed, the maximum amount proposed to be expended for said improvements, the fact that said map, plan and report were on file in the Town Clerk's office for public inspection and specifying the April 23, 2025, at 7:00 o'clock P.M., Prevailing Time, at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to consider the establishment of said Extension No. 28 to Water District No. 5 and said map, plan and report filed in relation thereto and to hear all persons interested in the subject thereof concerning the same; and

WHEREAS, notice of the aforesaid public hearing was duly published and posted in the manner and within the time prescribed by Section 209-d of the Town Law, and proof of publication and posting has been duly presented to said Town Board; and

WHEREAS, said public hearing was duly held at the time and place in said order, as aforesaid, at which all persons desiring to be heard were duly heard; and

WHEREAS, said Town Board has duly considered said map, plan and report and the evidence given at said public hearing; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

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

Section l. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined as follows:

a) The notice of hearing was published and posted as required by law and is otherwise sufficient;

b) All the property and property owners within said proposed Extension No. 28 to Water District No. 5 are benefited thereby;

c) All the property and property owners benefited are included within the limits of said proposed Extension No. 28 to Water District No. 5; and

d) The establishment of said proposed Extension No. 28 to Water District No. 5 is in the public interest.

Section 2. The establishment of Extension No. 28 to Water District No. 5 of the Town of Rotterdam, Schenectady County, New York, to be bounded and described as hereafter set forth, and the improvement therefor consisting of the purchase and installation of water mains, including original equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of $112,000, are hereby approved.

Section 3. Said Extension No. 28 to Water District No. 5 shall be bounded and described as set forth in Appendix A as aforementioned.

Section 4. The Town Clerk shall, within ten (l0) days after the effective date of this resolution, file certified copies of this resolution in duplicate in the Office of the State Department of Audit and Control at Albany, New York.

Section 5. This resolution is adopted subject to permissive referendum.

Section 6. This Resolution shall take effect immediately.

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

DATED: April 23, 2025

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

The Order was thereupon declared duly adopted.

* * * * * * *

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted.

ORDER 3.25

PRESENT:

Mollie Collins
Supervisor

Jack Dodson
Councilmember

Joe Mastroianni
Councilmember

Teri Gallucci
Councilmember

Ron Schlag
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	PUBLIC INTEREST ORDER

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York, has duly caused to be prepared an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the proposed joint increase and improvement of the facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York (together, the "Districts"), consisting of purchase of maintenance equipment, at a maximum estimated cost of $967,455; and

WHEREAS, it was expected that the apportionment of such cost between the Districts shall be as follows: Water District No. 1: $468,911.25, and Sewer District No. 2: $430,095.75, and Sewer District No. 7: $68,448.00; and

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

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, as such, it has been determined will not result in any significant adverse environmental impact; and

WHEREAS, at a meeting of said Town Board duly called and held on April 9, 2025, an Order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the joint increase and improvement of facilities of Water District No. 5 and Sewer District Nos. 2 and 7 in said Town at a maximum estimated cost of $967,455, and to hear all persons interested in the subject thereof concerning the same at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, in said Town, on April 23, 2025, at 7 o'clock P.M., Prevailing Time; and

WHEREAS, said Order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; NOW,

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI**, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make the joint increase and improvement of the facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York, consisting of purchase of maintenance equipment, at a maximum estimated cost of $967,455, allocated as follows: Water District No. 1: $468,911.25, and Sewer District No. 2: $430,095.75, and Sewer District No. 7: $68,448.00.

Section 2. This Order shall take effect immediately.

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

DATED: April 23, 2025

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

The Order was thereupon declared duly adopted.

* * * * * * *

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

BOND RESOLUTION NO. 168.25

DATED APRIL 23, 2025

A RESOLUTION AUTHORIZING THE ISSUANCE OF $967,455 SERIAL BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE JOINT INCREASE AND IMPROVEMENT OF THE FACILITIES OF WATER DISTRICT NO. 5 AND SEWER DISTRICT NOS. 2 AND 7, EACH IN THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an Order dated the date hereof, said Town Board has determined it to be in the public interest to jointly improve the facilities of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of Rotterdam, Schenectady County, New York, at a maximum estimated cost of $967,455; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which, as such, it has been determined will not have any significant adverse impact on the environment; NOW,

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

BE IT RESOLVED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the joint increase and improvement of Water District No. 5 and Sewer District Nos. 2 and 7, each in the Town of

Rotterdam, Schenectady County, New York, consisting of the purchase of maintenance equipment, there are hereby authorized to be issued $967,455 serial bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is $967,455, which class of objects or purposes is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is by the issuance of the $967,455 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law as each item of equipment costs $30,000 or more. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Rotterdam, Schenectady County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Water District No. 5 and Sewer District Nos. 2 and 7 as applicable in the manner provided by law, apportioned to Water District No. 5: $468,911.25, and Sewer District No. 2: $430,095.75, and Sewer District No. 7: $68,448.00, there shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the

serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Supervisor shall deem best for the interests of said Town; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

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

DATED: April 23, 2025

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

The Order was thereupon declared duly adopted.

* * * * * * *

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 169.25

TO ACCEPT AND AWARD BID FOR FIRE HYDRANTS & HYDRANT MARKER FLAGS

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

FIRE HYDRANTS & HYDRANT MARKER FLAGS

THEREFORE, UPON MOTION OF Councilmember **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 bid for **Fire Hydrants** listed in solicitation number 04222025 for the Town of Rotterdam to E.J. Prescott Inc., located at 198 Ushers Road, Round Lake, New York 12151, with a total combined bid amount not to exceed one hundred thirty-seven thousand four hundred and 00/100 ($137,400.00) dollars.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the bid for **Hydrant Marker Flags** listed in solicitation number 04222025 for the Town of Rotterdam to Ferguson Enterprises LLC, located at 612 Pierce Road, Clifton Park, New York 12065, with a total bid amount not to exceed one thousand six hundred sixty and 00/100 ($1,660.00) dollars.

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

SECTION 4. This resolution shall become effective April 23, 2025.

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	**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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 170.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2025; TO ENACT PROPOSED AMENDMENTS TO CHAPTER 107 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM AND SCHEDULING A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. __ of 2025; To amend Chapter 107 of the Code of the Town of Rotterdam, regulating Dogs within the Town of Rotterdam.

SECTION 2. The Town Board of the Town of Rotterdam desires to include a permit structure for use of the new Juracka Dog Park within the Town of Rotterdam.

SECTION 3. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Junction Volunteer Fire Department, 1215 Main Street, Rotterdam Junction, New York 12150, at 7:00p.m. on the 14th day of May, 2025 for the following purpose:

> To recognize the introduction of Introductory Local Law No. __ of 2025; To amend Chapter 107 of the Code of the Town of Rotterdam regulating Dogs within the Town of Rotterdam.

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

DATED: April 23, 2025
Daily Gazette: Please publish once on April 25, 2025
Town Clerk
Post

SECTION 4. This resolution shall become effective April 23, 2025.

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	**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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 171.25

TO ADOPT THE RULES FOR THE NEW JURACKA DOG PARK IN THE TOWN OF ROTTERDAM

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes and adopts the Juracka Dog Park Rules for use of the Park by residents and non-residents.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Juracka Dog Park rules to be posted on the Town Website.

SECTION 3. The Town Board of the Town of Rotterdam hereby authorizes signage to be made and posted at the Juracka Dog Park of the rules for the Juracka Dog Park.

SECTION 4. This resolution shall become effective April 23, 2025.

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 172.25

TO ESTABLISH CAPITAL PROJECT EXPENDITURE LINE H136-WASTEWATER TREATMENT PLANT FACILITY

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 establish Capital Project Expenditure Line H136, Wastewater Treatment Plant Facility upgrade, to allow for the proper recording of all associated revenues and expenditures.

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

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday**,** April 23**,** 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 173.25

TO EXTEND THE TERM OF THE ENERGY ADVISORY COMMITTEE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby amends Resolution 125.23 and Resolution 105.25 extending the Town of Rotterdam's Energy Advisory Committee for a new term ending on August 31, 2025.

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

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	**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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, N.Y.

RESOLUTION NO. 175.25

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR APRIL 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 April 2025, has been placed on file and the town clerk's check in the amount of six thousand one hundred eighty nine dollars and 01/100 ($6,189.01) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 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: May 6, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for April $6,189.01 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: May 14, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: May 14, 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 May 14, 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

Town Clerk Monthly Report
April 01, 2025 - April 30, 2025

Account Description	Fee Description	Account#	Qty	Local Share
		Total Local Shares Remitted:		**$6,189.01**
Amount paid to:	NYS Ag. & Markets for spay/neuter program			357.00
Amount paid to:	NYS Environmental Conservation			648.74
Amount paid to:	State Health Dept. For Marriage Licenses			157.50
Total State, County & Local Revenues:	**$7,352.25**	**Total Non-Local Revenues:**		**$1,163.24**

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.

Molly A. Collins — Supervisor — 5/1/25 — Date

Diane M. Marco — Town Clerk — 5/1/25 — Date

Town Clerk Monthly Report
April 01, 2025 - April 30, 2025

Account Description	Fee Description	Account#	Qty	Local Share
Bingo 3%	Bingo 3%	A2530	4	155.25
			Sub-Total:	**$155.25**
Carnival Fee	Carnival	A2545	1	500.00
			Sub-Total:	**$500.00**
Conservation	Conservation	A1255	14	23.26
			Sub-Total:	**$23.26**
Dog Licensing	Exempt Dog	A2544	2	0.00
Dog Licensing	Female, Spayed	A2544	119	1,666.00
Dog Licensing	Female, Unspayed	A2544	8	136.00
Dog Licensing	Male, Neutered	A2544	130	1,820.00
Dog Licensing	Male, Unneutered	A2544	28	476.00
Dog Licensing	Replacement Tags	A2544	1	3.00
			Sub-Total:	**$4,101.00**
Late Fees	Late Fee -Dog Renewal	A1550	30	300.00
			Sub-Total:	**$300.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	7	122.50
			Sub-Total:	**$122.50**
MISC. FEES	Certified Copies	A1255	113	1,130.00
			Sub-Total:	**$1,130.00**
One Day Officiant License	One Day Officiant License	A1255	1	25.00
			Sub-Total:	**$25.00**
parade vending permit	Parade Permit	A002545	2	50.00
			Sub-Total:	**$50.00**
PERMIT FEES	Garage Sale	A2590	48	240.00
			Sub-Total:	**$240.00**
Senior Discount	Senior Discount	A2544	84	-833.00
			Sub-Total:	**-$833.00**
Taxicab License	Taxi	A2545	11	375.00
			Sub-Total:	**$375.00**

Monthly Worksheet of Daily Work
April 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
4/1/2025	$306.45	$40.00	$37.78	$2.22	$30.00	$5.00	$25.00	$0.00	$0.00	$0.00	$51.45	$0.00	$0.00	$0.00	$0.00
4/2/2025	$120.00	$5.00	$4.72	$0.28	$105.00	$11.00	$94.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/3/2025	$221.00	$5.00	$4.72	$0.28	$216.00	$22.00	$194.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/4/2025	$342.00	$15.00	$13.44	$1.56	$97.00	$15.00	$82.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/7/2025	$490.00	$30.00	$28.34	$1.66	$380.00	$36.00	$344.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/8/2025	$310.00	$0.00	$0.00	$0.00	$300.00	$24.00	$276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/9/2025	$331.00	$5.00	$4.72	$0.28	$236.00	$24.00	$212.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/10/2025	$235.00	$25.00	$23.62	$1.38	$170.00	$16.00	$154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/11/2025	$151.00	$0.00	$0.00	$0.00	$141.00	$18.00	$123.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/14/2025	$384.23	$25.00	$23.62	$1.38	$245.00	$31.00	$214.00	$40.00	$22.50	$17.50	$34.23	$0.00	$0.00	$0.00	$0.00
4/15/2025	$597.96	$0.00	$0.00	$0.00	$160.00	$12.00	$148.00	$0.00	$0.00	$0.00	$42.96	$0.00	$0.00	$0.00	$0.00
4/16/2025	$587.61	$0.00	$0.00	$0.00	$276.00	$26.00	$250.00	$0.00	$0.00	$0.00	$26.61	$0.00	$0.00	$0.00	$0.00
4/17/2025	$158.00	$0.00	$0.00	$0.00	$108.00	$9.00	$99.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
4/21/2025	$930.00	$30.00	$27.62	$2.38	$235.00	$21.00	$214.00	$120.00	$67.50	$52.50	$0.00	$0.00	$0.00	$0.00	$25.00
4/22/2025	$435.00	$5.00	$4.72	$0.28	$270.00	$27.00	$248.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/23/2025	$60.00	$0.00	$0.00	$0.00	$25.00	$3.00	$22.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/24/2025	$225.00	$15.00	$13.44	$1.56	$95.00	$9.00	$86.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/25/2025	$550.00	$400.00	$394.70	$5.30	$20.00	$2.00	$18.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/28/2025	$370.00	$0.00	$0.00	$0.00	$190.00	$17.00	$173.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
4/29/2025	$240.00	$40.00	$37.06	$2.94	$120.00	$10.00	$110.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
4/30/2025	$308.00	$32.00	$30.24	$1.76	$201.00	$19.00	$182.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Audited by dmm 4/30/2025	**$7,352.25**	$672.00	**$648.74**	**$23.26**	$3,620.00	**$357.00**	**$3,268.00**	$280.00	**$157.50**	**$122.50**	**$155.25**	**$0.00**	**$0.00**	**$0.00**	**$25.00**

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.

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

2984
29-7/213

DATE May 2, 2025

PAY TO THE ORDER OF Mollie Collins Supervisor $ 6,189.01

Six Thousand One Hundred eighty nine and 01/100 DOLLARS

KeyBank
KeyBank National Association

MEMO

Mobile Deposit Safe Details on back

[redacted]

RESOLUTION NO. 176.25

TO APPOINT MICHAEL SALAMONE AS THE DIRECTOR OF THE ROTTERDAM TOWN BAND FOR THE 2025 SUMMER CONCERT SERIES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____, **NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Michael Salamone of Schenectady, New York is hereby appointed to the position of Director of the Rotterdam Town Band for the 2025 Summer Concert Series, with compensation upon completion of services, in the amount not to exceed two thousand one hundred and 00/100 ($2,100.00) dollars, commencing June 2, 2025.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: April 29, 2025

TO: Mollie Collins, Supervisor

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

TITLE OF LEGISLATIVE REQUEST: Appointment of Michael Salamone as Town of Rotterdam Band Director for the 2025 Summer Concert Series.

TO BE PLACED ON TOWN BOARD AGENDA OF: May 14, 2025, Town Board Meeting.

TO BE PLACED ON TOWN BOARD MEETING OF: May 14, 2025, Town Board Meeting.

Background Information: Mr. Michael Salamone graduated from Ithaca College with his MEd degree in Music Education. He is currently the High School Band Director and the Coordinator of Indoor Marching Activities at Mohonasen Central School District.

Evaluation/Analysis: Mr. Michael Salamone will be directing the Rotterdam Town Band for the 2025 Summer Concert Series. He will conduct all the rehearsals, as well as three summer concerts.

Recommendation(s): Appoint Mr. Michael Salamone as Director of the Rotterdam Town Concert Band to perform during the Town's 2025 Summer Concert Series at the Rotterdam Senior Citizen's Center. He will be compensated with a fee of $2,100.00.

Attachment/Documents(s): Attached you will find the invoice for Mr. Michael Salamone

.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Linda Testa, Project Coordinator, Office of the Aging

Mike Salamone

INVOICE

1946 Tower Avenue
Schenectady, NY, 12304
Phone: 518-847-9787

INVOICE #156
DATE: 4/18/25

TO:
Linda Testa
Town of Rotterdam

SHIP TO:
Mike Salamone
[redacted]

DESCRIPTION	UNIT PRICE	TOTAL
Directing the Rotterdam Town Band in 3 concerts for the summer of 2025	$2,100.00	$2,100.00

SUBTOTAL	$2,100.00
SALES TAX	$0.00
TOTAL DUE	$2,100.00

THANK YOU FOR YOUR BUSINESS!

RESOLUTION NO. 177.25

TO APPOINT JOEL MILLER AS THE DIRECTOR OF THE ROTTERDAM JAZZ BAND FOR THE 2025 SUMMER CONCERT SERIES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Joel Miller of Niskayuna, NY is hereby appointed to the position of Director of the Rotterdam Jazz Band for the 2025 Summer Concert Series, with compensation upon completion of services, in the amount not to exceed one thousand four hundred and 00/100 ($1,400.00) dollars, commencing June 2, 2025.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: May 1, 2025

TO: Mollie Collins, Supervisor

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

TITLE OF LEGISLATIVE REQUEST: Appointment of Joel Miller as Town of Rotterdam Jazz Band Director.

TO BE PLACED ON TOWN BOARD AGENDA OF: May 14, 2025,

Background Information: Mr. Joel Miller is a certified music educator with over 27 years of experience and a master's degree in music education. He has been teaching band at Lisha Kill Middle School in South Colonie School District since 2012. Mr. Miller also performs with seven different community bands and organizations in his spare time.

Evaluation/Analysis: Mr. Joel Miller will be directing the Town of Rotterdam's Jazz band during the 2025 season of the Summer Concert Series. He will conduct all rehearsals, as well as two concerts for the Summer Concert Series.

Recommendation(s): Appoint Mr. Joel Miller as the Director of the Town of Rotterdam's Jazz Band so that he may direct all Jazz Band rehearsals as well as two performances for the 2025 Sunner Concert Series.

Attachment/Documents(s): Attached you will find the invoice for Mr. Joel Miller.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Linda Testa, Project Coordinator, Office of the Aging

Joel H. Miller

INVOICE

[redacted]

To : Ms. Linda Testa

Coordinator of Parks & Senior Programs
Town of Rotterdam | Rotterdam Senior Citizens' Center

2639 Hamburg St. Rotterdam, NY 12303

Description: Direction of Summer Jazz Rehearsals and Two Summer Concerts Amount: $700 Concert 1 $700 Concert 2 Total due: $1400

Please Make all checks payable to Joel H. Miller
Payment is due within 30 days

RESOLUTION NO. 178.25

TO APPROVE BUDGET TRANSFERS TO THE 2025 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Fund	***Account No.***	***Title***	***Amount***
Water District 5	W58310-123094	FROM: Town Engineer	$ (25,000.00)
Water District 5	W58310-4200	FROM: Telephone	$ (2,000.00)
Water District 5	W58320-4205	FROM: Telephone Maint	$ (5,000.00)
Water District 5	W58310-4810	FROM: Digitization/Maps	$ (10,000.00)
Water District 5	W58340-4886	FROM: Leak Detection	$ (47,060.00)
Water District 5	W58340-4877	TO: Hydrants	$ 89,060.00

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 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 25, 2025

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

FROM: **Comptroller's Office**

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

TOWN BOARD MEETING**:** To be placed on the Town Board Meeting of May 14, 2025.

Background Information: Budget transfers are needed to correct lines within Water District 5 for the purchase of hydrants. The bid for the purchase of the hydrants was approved by the Board on the April 23, 2025 Town Board meeting.

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

Recommendation(s): To be placed on the Town Board meeting of May 14, 2025, and approve the transfers.

Attachment/Document(s): Certified Board Resolution from April 23, 2025

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Town Law 102, 112 & 113

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, April 23, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 169.25

TO ACCEPT AND AWARD BID FOR FIRE HYDRANTS & HYDRANT MARKER FLAGS

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

FIRE HYDRANTS & HYDRANT MARKER FLAGS

THEREFORE, UPON MOTION OF Councilmember **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 bid for **Fire Hydrants** listed in solicitation number 04222025 for the Town of Rotterdam to E.J. Prescott Inc., located at 198 Ushers Road, Round Lake, New York 12151, with a total combined bid amount not to exceed one hundred thirty-seven thousand four hundred and 00/100 ($137,400.00) dollars.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the bid for **Hydrant Marker Flags** listed in solicitation number 04222025 for the Town of Rotterdam to Ferguson Enterprises LLC, located at 612 Pierce Road, Clifton Park, New York 12065, with a total bid amount not to exceed one thousand six hundred sixty and 00/100 ($1,660.00) dollars.

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

SECTION 4. This resolution shall become effective April 23, 2025.

DATED: April 23, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	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 April 23, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 25, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady County NY

RESOLUTION NO. 179.25

TO APPROVE 2025 QUARTERLY EXPENSE TRANSFERS OF GAS AND DIESEL

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Fund	***Account No.***	***Title***	***Amount***
General	A5132 4304	FROM: Central Gas Expenditure	-22,416.20
General	A3120 4302	INTO: Patrol Vehicle Gas	+16,581.53
General	A3310 4302	INTO: Traffic Control Gas	+513.79
General	A3620 4302	INTO: Safety Inspection Gas	+823.37
General	A7110 4302	INTO: Parks Gas	+1,800.43
General	A1355 4302	INTO: Assessor	+56.33
General	A3410 4302	INTO: Fire Fight Gas	+2,640.75
General	A5132 4304	FROM: Central Gas Expenditure	-4,018.21
Highway	DA5142 4304	INTO: Fuel Snow Removal	+2,723.34
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+1,294.87
General	A5132 4304	FROM: Central Gas Expenditure	-2,436.42
S2	S28120 4302	INTO: S2 Gas Oil Lube	+2,436.42
General	A5132 4304	FROM: Central Gas Expenditure	-2,412.04
W5	W58340 4302	INTO: W5 Gas Oil Lube	+2,412.04

SECTION 2. . Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **DIESEL** expenditures to the various accounts for 2025 are hereby audited and approved:

Fund	***Account No.***	***Title***	***Amount***
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-3,822.26
General	A8189 4302	INTO: Landfill Gas	+2,286.70
General	A3410 4302	INTO: Fire Fight Gas	+1,160.93
General	A3120 4204	INTO: Police Diesel Generator	+374.63
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-16,783.89
Highway	DA5142 4304	INTO: Fuel Snow Removal	+14,267.27
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+2,516.62

Fund	*Account No*	*Title*	*Amount*
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-470.66
S2	S28120 4302	INTO: S2 Gas Oil Lube	+470.66
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-470.88
W5	W58340 4302	INTO: W5 Gas Oil Lube	+470.88

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 180.25

TO ACCEPT AND AWARD BID FOR ONE (1) USED BUCKET TRUCK MODEL YEAR 2012 OR NEWER

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

ONE (1) 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 does hereby accept and award the bid to purchase One (1) 2014 Ram 4500 Used Bucket Truck for the Town of Rotterdam to Advanced Fleet Management LLC, located at 3 Kemah Lake Road, Branchville, New Jersey 07826, at the mutual consent of both the Town and Advanced Fleet Management LLC, with a bid amount not to exceed, thirty-eight thousand ninety-five and 00/100 ($38,095.00) dollars.

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

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 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: 5/6/2025

FROM: Justin Peterson, Sr. Water Plant Operator

TITLE OF REQUEST: Bucket Truck Purchase

TO: Town Board

TOWN BOARD MEETING: 5/14/2025

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

Evaluation/Analysis: A solicitation for a used bucket truck was placed on BIDNET.

Recommendation(s): Award bid to Advanced Fleet Management LLC. 3 Kemah Lake Rd. Branchville, NJ 07826 for (1) 2014 Ram 4500 Bucket Truck. They were the lowest bidder that met the vehicle specifications.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

ADVANCED FLEET MANAGEMENT

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.

Hoyt

Signature

Advanced Fleet Management LLC

Name of Company or Corporation

3 Kemah Lake Road

Address

Branchville NJ 07826

City ***State*** ***Zip***

afleetsalesnj@gmail.com

Email

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

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: $ 38095.00

NOTE: Questions or deviations from this spec should be confirmed via email at jpeterson@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 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 certificating, 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: Advanced Fleet Management LLC
Signed by: Haris Kalejic Title: Member
Signature: [signature] Date: 4/15/25

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

_____ 4/15/25

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: Advanced Fleet Management LLC

Signed by: Hovi's Kalejian Title: Member

Signature: _____ Date: 4/15/25

Display CARFAX in online listings: ☐

This report provided free of charge by:

Murphy's Motors LLC

918 Ringwood Ave
Haskell, NJ 07420

201-233-1447

CARFAX Vehicle History Report™

US $44.99

2014 RAM CHASSIS 4500

VIN: 3C7WRKAJ1EG261579
CHASSIS AND CAB
6.4L V8 F 16V
GASOLINE
REAR WHEEL DRIVE
Original Window Sticker

This CARFAX Report Provided by:
Murphy's Motors LLC

- ✓ No accidents or damage reported to CARFAX
- **3** Service history records
- At least 1 open recall
- **2** Previous owners
- Types of owners: Commercial, Personal
- **65,363** Last reported odometer reading



This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 4/15/25 at 1:49:33 PM (CDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

Recent Service Highlights

Key services performed in the last 12 months

Service	Comments	Date	
Flushes ⓘ	✓ Differential fluid flushed/changed ✓ Rear differential fluid flushed/changed ✓ Antifreeze/coolant flushed/changed	07/09/2024	View Details ›



This car has been recently serviced. That's a good thing!

CARFAX Additional History Not all accidents / issues are reported to CARFAX	Owner 1	Owner 2
Total Loss No total loss reported to CARFAX.	☑ No Issues Reported	☑ No Issues Reported
Structural Damage No structural damage reported to CARFAX.	☑ No Issues Reported	☑ No Issues Reported
Airbag Deployment No airbag deployment reported to CARFAX.	☑ No Issues Reported	☑ No Issues Reported
Odometer Check No indication of an odometer rollback.	☑ No Issues Indicated	☑ No Issues Indicated
Accident / Damage No accidents or damage reported to CARFAX.	☑ No Issues Reported	☑ No Issues Reported
Manufacturer Recall At least 1 manufacturer recall requires repair. Most recalls can be repaired free of charge.	Recall Reported	No New Recalls Reported
Basic Warranty No data reported to CARFAX.	No Data Reported	No Data Reported

CARFAX Title History	Owner 1	Owner 2
Damage Brands Salvage | Junk | Rebuilt | Fire | Flood | Hail | Lemon	No Problem	No Problem
Odometer Brands Not Actual Mileage | Exceeds Mechanical Limits	No Problem	No Problem

CARFAX Ownership History The number of owners is estimated	Owner 1	Owner 2
Year purchased	2014	2024
Type of owner	Commercial	Personal
Estimated length of ownership	9 years	1 year
Owned in the following states/provinces	New York	New Jersey

Estimated miles driven per year	7,192/yr	---
Last reported odometer reading	65,363	---

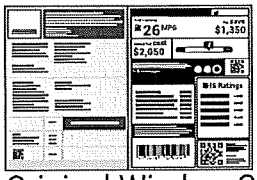
CARFAX Detailed History

Owner 1
Purchased: 2014



Low mileage! This owner drove less than the industry average of 15,000 miles per year.

Commercial Vehicle
7,192 mi/yr

Date	Mileage	Source	Comments
Not Reported		FCA US LLC	**Vehicle manufactured and shipped to original dealer**  Original Window Sticker
08/19/2014		New York Motor Vehicle Dept. Dallas, TX	**Registration issued or renewed** - Titled or registered as commercial vehicle - Passed safety inspection
09/04/2014	271	New York Inspection Station	**Passed safety inspection** - Passed emissions inspection
09/09/2014		New York Motor Vehicle Dept. Dallas, TX	**Title issued or updated** - Registration issued or renewed - First owner reported - Titled or registered as commercial vehicle - Passed safety inspection
02/26/2015	4,200	Rockland Chrysler Jeep Dodge Nanuet, NY 845-627-3700 rocklandcjd.com 4.5 / 5.0 382 Verified Reviews 4,602 Customer Favorites	**Vehicle serviced** - Brakes checked
08/27/2015	7,988	Rockland Chrysler Jeep Dodge Nanuet, NY 845-627-3700 rocklandcjd.com	**Vehicle serviced** - Computer reprogrammed - PCM reprogrammed

4.5 / 5.0
382 Verified Reviews
4,602 Customer Favorites

04/12/2017	19,083	New York Inspection Station	**Passed safety inspection** - Emissions inspection performed
01/31/2018		New York Motor Vehicle Dept. Dallas, TX	**Registration issued or renewed** - Correction to record - Titled or registered as commercial vehicle - Passed safety inspection
04/20/2018	25,974	New York Inspection Station	**Passed safety inspection** - Emissions inspection performed
06/26/2018		FCA US LLC	**Manufacturer Safety recall issued** - NHTSA #18V-332 - Recall #U61 REPROGRAM POWERTRAIN CONTROL MODULE - Status: Remedy Available Click here for a copy of the owner letter for this Recall or call 1- 800-853-1403 if you have any questions or need additional information on this recall. ⊖ **Learn more about this recall**

Description: The fault handling strategy of the Engine Control Module (ECM) or PCM software in the affected vehicles does not remove positive torque requests from the engine controller if the CAN-C bus stops communicating while the cruise control is requesting positive torque.

If the CAN-C bus stops communicating the cruise control may maintain current vehicle speed or possibly accelerate. If the driver does not shift to neutral or apply the brakes to stop the vehicle this condition can cause a vehicle crash without warning.

Remedy: Inspect the software level of the ECM/PCM and, if necessary, perform a software flash on the ECM/PCM of affected vehicles to improve the fault handling so that if the CAN-C bus does stop communicating any active torque requests will be cleared

04/22/2019	34,180	New York Inspection Station	**Passed safety inspection** - Emissions inspection performed
08/27/2019		FCA US LLC	**Manufacturer Emissions recall issued** - Recall #V72 2014 DD DP 6.4L BIG GAS ENGINE POWERTRAIN CONTROL - Status: Remedy Available Click here for a copy of the owner letter for this Recall or call 1- 800-853-1403 if you have any questions or need additional information on this recall.

05/28/2020	43,966	New York Inspection Station	**Passed safety inspection** - Emissions inspection performed
03/12/2021	51,137	New York Inspection Station	**Passed safety inspection** - Emissions inspection performed
06/08/2021		FCA US LLC	**Manufacturer Safety recall issued** - NHTSA #21V-398 - Recall #Y26 2012-21 D TRUCK M14 WHEEL STUDS - Status: Remedy Available Click here for a copy of the owner letter for this Recall or call 1- 800-853-1403 if you have any questions or need additional information on this recall. ⊖ **Learn more about this recall**

Description: FCA US will conduct a voluntary safety recall on all affected vehicles. For vehicles in Y26 and Y60, FCA US will inspect the wheel studs and update the torque specification in owner's information and published service documents. Vehicles found with studs that are potentially yielded will have a new stud installed and the lug nuts tightened to the updated torque specification. For vehicles in Y36, FCA US will update the torque specification in owner's information and published service documents

A yielded wheel stud may eventually break, which could lead to a wheel separating from the vehicle during operation. A wheel separating from the vehicle could cause a vehicle crash without prior warning and/or the wheel/tire could pose a risk to other veh

Remedy: FCA US will conduct a voluntary safety recall on all affected vehicles. For vehicles in Y26 and Y60, FCA US will inspect the wheel studs and update the torque specification in owner's information and published service documents. Vehicles found with studs that are potentially yielded will have a new stud installed and the lug nuts tightened to the updated torque specification. For vehicles in Y36, FCA US will update the torque specification in owner's information and published service documents

07/20/2021	53,481	New York Inspection Station	**Passed safety inspection** - Emissions inspection performed
07/26/2022	59,044	New York Inspection Station	**Passed safety inspection** - Emissions inspection performed
09/13/2023		Online Listing	**Vehicle offered for sale**
09/18/2023	65,363	Auto Auction	**Vehicle sold**



Millions of used vehicles are bought and sold at auction every year.

Owner 2
Purchased: 2024

Personal Vehicle

Date	Mileage	Source	Comments
04/03/2024		New Jersey Motor Vehicle Dept. Bridgeton, NJ Title #NT20240940295	**Title issued or updated** - New owner reported - Vehicle color noted as White
07/09/2024		Auto Connection of Branchville Branchville, NJ 973-948-2026	**Vehicle serviced** - Antifreeze/coolant flushed/changed - Differential fluid flushed/changed - Engine replaced - Radiator replaced - Rear differential fluid flushed/changed - Starter replaced

Have Questions? Consumers, please visit our Help Center at www.carfax.com. Dealers or Subscribers, please visit our Help Center at www.carfaxonline.com.

CARFAX Glossary

Commercial
Vehicle was registered for business purposes.

First Owner
When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

Manufacturer Recall
Automobile manufacturers issue recall notices to inform vehicle owners of a safety defect or failure to meet minimum federal safety or emissions standards. Manufacturer recalls are repaired at no cost to the customer.

New Owner Reported
When a vehicle is sold to a new owner, the Title must be transferred to the new owner(s) at a Department of Motor Vehicles.

Ownership History
CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

Title Issued
A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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4/15/25 1:49:33 PM (CDT)

I have reviewed and received a copy of the CARFAX Vehicle History Report for this 2014 RAM 4500 vehicle (VIN: 3C7WRKAJ1EG261579), which is based on information supplied to CARFAX and available as of 4/15/25 at 2:49 PM (EDT).

Customer Signature	Date	Dealer Signature	Date

BID FOR (1) USED BUCKET TRUCK MODEL YEAR 2012 OR NEWER

BID FOR: (1) Used Bucket Truck Model Year 2012 Or Newer
DATE OF TB MTG. & RESOLUTION #: Res #148.25 @4/9/25
DATE BID PACKETS BECOME AVAILABLE:4/11/25

DATE PUBLISHED IN NEWSPAPER: 4/11/25
DATE & TIME BIDS TO BE OPENED: 4/29/25 @10:00AM

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	Bidnet	MG/KC	Advanced Fleet Management		Moe Asalieh	(973)948-9906		$38,095.00	
2	Bidnet	MG/KC	Akana Equipment		Aaron Coldin	(855)722-5262		$51,210.00	
3	Bidnet	MG/KC	Altec Industries		Anthony Bonfardeci	(315)982-4296		$89,900.00	exception: truck is diesel instead of gas
4	Bidnet	MG/KC	Altec Industries		Anthony Bonfardeci	(315)982-4296		$67,800.00	
5	Bidnet	MG/KC	Custom Truck One Source		Anthony Santana	(347)344-8526		$48,500.00	
6	Bidnet	MG/KC	Custom Truck One Source		Anthony Santana	(347)344-8526		$48,500.00	
7	Bidnet	MG/KC	Infrastructure Equipment Group		Maxwell Miller	(979)999-9000		$69,900.00	
8	Bidnet	MG/KC	Infrastructure Equipment Group		Maxwell Miller	(979)999-9000		$69,900.00	
9	Bidnet	MG/KC	Infrastructure Equipment Group		Maxwell Miller	(979)999-9000		$69,900.00	
10	Bidnet	MG/KC	Infrastructure Equipment Group		Maxwell Miller	(979)999-9000		$59,900.00	
11	Bidnet	MG/KC	Infrastructure Equipment Group		Maxwell Miller	(979)999-9000		$57,900.00	

BID FOR (1) USED BUCKET TRUCK MODEL YEAR 2012 OR NEWER

12	Bidnet	MG/KC	Infrastructure Equipment Group		Maxwell Miller	(979)999-9000		$74,900.00	
13	Bidnet	MG/KC	Truckmax		Danielle Zimmerman	(305)245-9120		$101,887.00	

RESOLUTION NO. 181.25

CALL FOR BIDS FOR CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN ALTAMONT AVENUE AND DEFOREST STREET

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 Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street.

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 Monday, the 2nd day of June 2025, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN ALTAMONT AVENUE AND DEFOREST STREET

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of 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 11:00 A.M., JUNE 2, 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: May 14, 2025
BidNet: Please publish on May 15, 2025
Daily Gazette: Please publish once on May 16, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 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: May 6, 2025

TO: Supervisor Collins and Town Board

FROM: Fred C. Mastroianni, PE – Town Consultant Engineer

TITLE OF REQUEST: Curry Road Reconstruction Bid Documents

TOWN BOARD MEETING DATE: May 14, 2025

Background Information: A watermain break occurred on Curry Road, between Altamont Avenue and Deforest Road. As part of the repair of the watermain break, the Town installed temporary pavement to allow traffic flow. A meeting was held with the Resident Engineer, who requested that full-depth reconstruction be completed as soon as possible where temporary pavement was installed.
Final design plans and construction bid documents have been prepared for the work. The plans were reviewed and approved by NYSDOT Resident Engineer.

Evaluation/Analysis: An engineer's estimate of construction was prepared and the estimated cost for the work is $142,000.00. The plans and bid documents were prepared such that the contractor's payment is based upon the unit price bid for all materials to be installed and not a lump sum bid. During construction, it is recommended that construction observation be conducted to include measuring all quantities of materials for payment.

Recommendation(s): I recommend the project be approved for bidding.

Attachment/Document(s): Final Plan and Construction Bid Documents are attached.

Compliance with Purchasing Policy? Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town of Rotterdam

Request for Bids (RFB)

Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street

RFB 25-01

Bid Due Date:

June 2, 2025

@ 11:00 AM

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor, material, equipment and other means necessary for the reconstruction of a section of Curry Road between Altamont Avenue and Deforest Street will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 11:00 AM local time on **June 2, 2025** at which time and place they will be publicly opened and read aloud.

The work shall include nighttime construction, work zone traffic control, removal of temporary and existing roadway pavement, paved path, and driveway, and full depth reconstruction of the roadway section, paved path, driveway along with a short section of new cast in place concrete curbing. It is anticipated that NYSDOT and Town representatives will be on-site during the duration of the project.

Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain 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.

Each Bid must be submitted on the provided Bid Form and subject to the conditions provided in the Instructions to Bidders. No Bidder may withdraw the bid within thirty (30) days after the actual date of opening thereof. The bid shall be for the year 2025 construction season.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions should contact Fred C. Mastroianni, P.E. of FCM Engineering, PLLC at (518) 355-7575, ext. 354 or (518)-641-9192 or via email at fmastroianni@rotterdamny.org or fred@fcmengpllc.com.

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

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

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

INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:00 a.m. on June 2, 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 will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
4. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
5. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
6. Bid proposals shall remain firm, pending bid award, up to the completion of the project.
7. The Town Board reserves the right to reject any or all bids and re-advertise.
8. All bids are to be based on delivery prepaid to destination, which shall be the project area.
9. Delivery (if applicable): Time is of the essence. Materials are 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.
10. 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.

11. 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.

12. The approximate quantities if shown in the bidding documents are not meant to imply that said quantities will in fact be the purchased amount. Payment will be based on actual quantities installed on the items provided in the bid form.

13. Failure to adequately and fully complete the bid packet and/or questions contained herein shall be disqualified and the bid shall be rejected.

14. Qualifications of Bidder - Town of Rotterdam may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the Town, within five (5) days of a request, all such information and data for this purpose as may be requested.

15. Bids provided shall remain for the life of the project. No changes to each bid price will be made based upon any additional or deleted quantities of materials.

16. Modification and Withdrawal of Bids:

    a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

    b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town, that there was a material and substantial mistake in the preparation of its bid, that the bidder may withdraw its bid and the bid security will be returned.

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

18. Bid Security:

a. Bid must be accompanied by Bid security made payable to Town in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base Bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety.
b. The Bid security of the apparent Successful Bidder will be retained until Town awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, the Town may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Town's exclusive remedy if Bidder defaults.
c. The Bid security of other Bidders that Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of seven days after the Effective Date of the Contract or 45 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
d. Bid security of other Bidders that Town believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

19. Bid Bond:

Any singular reference to Bidder, Surety, Town, or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

TOWN *(Name and Address)*:
Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID
Bid Due Date:
Description *(Project Name):*

BOND
Bond Number:
Date:
Penal sum _____ $_____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
Print Name _____	Print Name _____
Title _____	Title _____
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

a. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Town upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Town's sole and exclusive remedy upon default of Bidder.
b. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
c. This obligation shall be null and void if:
   c.1 Town accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   c.2 All Bids are rejected by Town, or
   c.3 Town fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
d. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
e. Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by Town and Bidder, provided that the

total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

f. No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

g. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

h. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

i. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

j. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

k. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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 certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: _____

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 Contractor/Company:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

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.

BID FORM

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

AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.
(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without

the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal:

Curry Road Reconstruction, between Altamont Avenue and Deforest Street

SUBMITTED BY: _____

_____

_____

_____

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town of Rotterdam
Attn: Diane Marco, Town Clerk
1100 Sunrise Boulevard
Rotterdam, NY 12306

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Town in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Designer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding;

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Town, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Town of the benefits of free and
   open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Town, a purpose of which is to establish bid prices at artificial, non-competitive levels;
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will provide all labor, materials, and equipment needed to complete the work in accordance with the plans and specifications and as directed by NYSDOT and the Town. The contractor shall provide a bid for the following are contract pay items based upon the estimated quantities.

CONTRACT BID ITEMS

Item No.	Description	Est. Quantity	Unit Cost	Subtotal
203.02	Unclassified Excav. & Disposal	350 CY	_____	_____
209.1703	Drainage Struct. Inlet Protection, Prefab.-Temp.	32 LF	_____	_____
304.12	Subbase Course, Type 2	180 CY	_____	_____
404.1282	12.5 F2 Top Course Asph.,80 Series Comp.	41 TONS	_____	_____
404.1989	19 F9 Binder Course Asph.,80 Series Comp.	54 TONS	_____	_____
404.3789	37.5 F9 Base Course Asph.,80 Series Comp.	144 TONS	_____	_____
407.0103	Straight Tack Coat	45 GALLONS	_____	_____
418.7603	Asph. Pavement Joint Adhesive	375 LF	_____	_____
608.020102	Asph. Driveways & Bicycle Paths	91 TONS	_____	_____
609.04010510	C.I.P. Conc. Curb Type VF6	20 LF	_____	_____
610.1402	Topsoil – Roadside	2 CY	_____	_____
610.1601	Turf Establishment Roadside	18 SY	_____	_____
619.04	Type III Construction Barricade	30 EA	_____	_____
619.161401	Modify Exist. Traffic Signal Equipment	1EA	_____	_____
619.24	Nighttime Operations	LS	_____	_____
627.50140008	Cutting Pavement	260 LF	_____	_____
685.1102	White Epoxy Refl. Pav't. Stripes-20 mil	30 LF	_____	_____
685.1202	Yellow Epoxy Refl. Pav't. Stripes-20 mil	160 LF	_____	_____
699.040001	Mobilization (4%) Max. of above items	LS	_____	_____

TOTAL CONTRACT BID PRICE _____

If the subtotal cost of items does not equal the total contract bid price, the total contract bid price will be determined as the final bid price and the Town will adjust pricing of items for payment purposes.

SUBMITTED on _____ 2025.

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Phone Number

_____

Email

I understand if 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.

ARTICLE 6 - CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest cost responsible bidder as determined by the Town. In addition to the bid price, the Town will conduct investigations as deemed necessary to determine the lowest responsible bidder.

ARTICLE 7: NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRATION REQUIREMENT

Effective on December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public works projects or private projects covered by Article 8 of the Labor Law are required to register with the NYS Department of Labor (NYSDOL) under Labor Law Section 220-i. Specifically, contractors must register with the Department of Labor's Bureau of Public Work and Prevailing Wage Enforcement prior to bidding on public work projects or commencing work on public work projects or covered private projects that are subject to prevailing wage. The state purpose is to ensure that such contractors and subcontractors do not have previous labor law violations and that they will abide by the State's labor laws and regulations, including the prevailing wage requirements. These registration requirements go into effect on December 30, 2024. Consequently, after that date, local governments cannot award a contract for public work to a contractor unless they are registered with the State. The NYS Department of Labor has published FAQs regarding this new requirement. For additional information, please visit the NYSDOT website or contact the Department directly by calling 518-457-5589 or by emailing labor.sm.pwask@labor.ny.gov.

Proof that all contractors and subcontractors must be provided to the Town prior to the award of this contract.

AGREEMENT

THIS AGREEMENT dated _____ is by and between the Town of Rotterdam ("Town") and

_____ ("Contractor")

Town and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 The contractor shall provide all labor, materials and equipment needed to complete the work as described in Article 2.

ARTICLE 2 – THE PROJECT

2.01 The project shall include nighttime construction, work zone traffic control, removal of temporary and existing roadway pavement, paved path, and driveway, and full depth reconstruction of the roadway section, paved path, driveway along with a short section of new cast in place concrete curbing. It is anticipated that NYSDOT and Town representatives will be on-site during the duration of the project.

ARTICLE 3 – ENGINEER

3.01 The Project that pertains to the Work has been designed by FCM Engineering, PLLC ("Engineer").

3.02 The Town has retained an engineer to act as Town's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3.03 NYSDOT will also be providing an engineer during the work. All work must be acceptable to the NYSDOT before any payments are made to the contractor.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed in five (5) calendar days from the start of the road closure. At the end of the five (5) calendar days, the road will be open to traffic at all times. Completion of the project shall be five (5) calendar days from substantial completion. The bids will be evaluated quickly and the award for the construction work is anticipated to be approved on June 11, 2025. **The contractor shall mobilize and begin construction no later than June 18, 2025, and be substantially completed by June 23, 2025. Completion date is no later than June 28, 2025.**

4.03 *Liquidated Damages*

A. Contractor and Town recognize that time is of the essence as stated in Paragraph 4.01 above and that Town will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Town FIVE THOUSAND ($5,000.00) for each calendar day that expires after the time specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Town FIVE THOUSAND ($5,000.00) for each calendar day that expires after such time until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Town shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

Total Bid Amount is:

_____ Dollars
(words)

And _____ cents $_____
(words) (figures)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment based upon percentage of completion as determined by the Engineer. Applications for Payment will be processed by Engineer and/or Town. The payment application shall include Application and Certificate for Payment AIA Document G702 with supporting documentation and certified payroll documents.

6.02 *Progress Payments; Retainage*

A. Town shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such

Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the quantities of materials installed and bid prices for each item established as provided elsewhere in the Contract. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Town may withhold, including but not limited to liquidated damages, in accordance with the Contract. Ninety-five (95) percent of Work completed (with the balance being retainage) of each payment request; and

B. Upon Substantial Completion, Town shall pay an amount sufficient to increase total payments to Contractor to one hundred (100) percent of the Work completed, less such amounts set off by Town, and less the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance, the Town shall pay the remainder of the Contract Price as recommended by the Engineer.

ARTICLE 7 – INTEREST is not used or allowed.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Town to enter this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. The contractor is familiar with and is satisfied with all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of

such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Town and others at the Site that relates to the Work as indicated in the Contract Documents.

H. The Contractor has given the Designer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by Designer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

The Contract Documents include all language stated in the bid documents, design plans and specifications. The Contract Documents can only be modified or supplemented via mutual agreement between the Town, contractor and engineer.

ARICLE 10 - TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract.

ARTICLE 11 - GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

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

ARTICLE 12 - INSURANCE

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

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the Township, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit
All Other Circumstances $1,000,000

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

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

(a) The Town shall be named as an additional named insured on all liability policies.

(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

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

ARTICLE 13 - PREVAILING WAGES

(a) All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Scheduling of Wages.

(b) All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The successful vendor(s) are responsible for complying with

all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (888) 469-7365. Actual rates are available via the internet at:

(c) Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, supplements paid or provided and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Finance Department, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Finance Department shall receive and maintain such payrolls.

(d) This project PRC # is 2025004799 – Curry Road Reconstruction. Hard copies of the prevailing wage rates can be obtained at https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=158762.

ARTICLE 14 - SALES AND USE TAXES

The Town is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

ARTICLE 15 - INDEMNIFICATION

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

ARTICLE 16 - REMEDY FOR BREACH

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

ARTICLE 17 - DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.
(b) Payment will be made upon the submission of a completed payment request and supporting documentation.
(c) The Town of Rotterdam is not subject to federal, state, or local taxes.
(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously

paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

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

ARTICLE 18 - SAMPLES AND SHOP DRAWINGS

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

ARTICLE 19 - SUBCONTRACTORS

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

ARTICLE 20 - ETHICS

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

ARTICLE 21 - CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if the same continues for more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

ARTICLE 22 - LAWS AND ORDINANCES

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

ARTICLE 23 - PROTECTION OF EXISTING STRUCTURES

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

ARTICLE 24 - HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z
   (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
   (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
   (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
   (12) Drilling and blasting per 29 CFR 1926, Subpart U
   (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O
   (14) Lifting per 29 CFR 1926, Subpart N
   (15) Confined Spaces per 29 CFR 1910, Subpart J
   (16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

ARTICLE 25 - WORK SITE CLEANUP

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

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

ARTICLE 26 - TECHNICAL SPECIFICATIONS AND PLANS
Provided in Appendix A and B

ARTICLE 27 - HIGHWAY WORK PERMIT
A highway work permit from NYSDOT will not be required for this project.

ARTICLE 28 - INSPECTION
(a) During the progress of the work and up to the date of Final Acceptance, the Contractor shall at all times afford the representatives of the Town every reasonable, safe and proper facility for inspecting all work done or being done at the site.
(b) Rejected work and materials shall be promptly taken down and removed from the site, which must at all times be kept in a reasonably clean and neat condition. Payment will not be made of any item until the work is completed to the satisfaction of the Inspector and/or Town officials.
(c) In addition, NYSDOT will provide an on-site inspector for the duration of the work. Since Curry Road is a state highway, all materials and workmanship must be accepted by NYSDOT.

ARTICLE 29 - CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____

_____

principal _____ and_____

_____

_____

surety _____, are held and firmly bound unto the Town of Rotterdam in the sum of _____ Dollars ($_____) lawful money of the United States, to be paid to the Town of Rotterdam, its successors or assigns, for which payment well and truly to be made we bind ourselves and all and each of our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals Dated this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden, the Contractor _____ with the Town of Rotterdam in the foregoing contract named, shall and will faithfully perform the work and furnish the materials and supplies in and by said contract agreed by _____ to be performed and furnished, and shall faithfully perform and comply with all the conditions and obligations of said contract on _____ part in every particular, and shall promptly make payment of the sums due to all persons supplying labor and material in the prosecution of the work provided for in said contract, then and in that event, this obligation to be void, otherwise to remain in full force and virtue.

(Affix seal if principal is a corporation, if principal is a co-partnership, each partner should sign individually under the firm name)

Principal_____L.S.

_____L.S

_____L.S

Surety _____L.S.

(Affix seal if surely is a corporation)

_____L.S.

_____L.S.

(If signed by a Surety Company, affix authority of its officers to sign and its latest sworn financial statement unless these are on file in the Village Clerk's office, when this fact should be so stated.)

(If signed by individual sureties, the justification as well as the acknowledgement on the reverse side should be completed in two places.)

(All signatures should be acknowledged below. The surety, if a corporation, may affix its forms of acknowledgement as particularly applicable to its method of execution.)

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of_____ 20__, before me personally

appeared _____ to me known and known to me to

be the individual described in and who executed the within

instrument, and he duly acknowledged that he executed the same.

_____

Notary Public,_____County

Commission of Deeds_____

CONTRACTOR, IF A CO-PARTNERSHIP, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____ 20___, before me personally

appeared _____, to me known, and known to me to be one

of the firm of _____

described in and who executed the foregoing instrument, and he
_____ thereupon _____ acknowledged to

me that he executed the same as and for the act and deed of said firm.

_____

Notary Public, _____ County

Commissioner of Deeds_____

CONTRACTOR, IF A CORPORATION, ACKNOWLEDGE HERE
STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this_____ day of_____, 20___, before me the subscriber personally came_____, to me known, who being by me duly sworn did depose and say that he resides in the City/Town of_____; that he is the _____ of the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation and that he signed his name thereto by like order.

_____

Notary Public, _____ County

Commissioner of Deeds_____

SURETY COMPANY ACKNOWLEDGEMENT MAY BE AFFIXED HERE

I hereby approve foregoing surety_____ _____

Dated, Town of Rotterdam, New York _____ 20_____

_____Supervisor

IN WITNESS WHEREOF, Town and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

TOWN:

Town of Rotterdam

By: _____

Title:_____

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

(If Town is a corporation, attach evidence of authority to sign. If Town is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

_____

By:_____

Title:_____
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:_____

Title:_____

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

END OF SECTION

APPENDIX A – Specifications

STANDARD SPECIFICATIONS

All materials shall meet the requirements of Sections 2 through 7 of the NYSDOT Standard Specifications, dated May 1, 2025, except as modified herein and the plans. The bid documents provided herein shall replace Section 1 of the NYSDOT Standard Specifications.

SPECIAL SPECIFICATIONS

The following special specifications items are provided in subsequent pages:

- Item 609.04010510 – Cast-In-Place Concrete Curb (Grading Included) Type VF6
- Item 627.50140008 – Cutting Pavement

ITEM 609.04010510 - CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE VF6
ITEM 609.04020510 - CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE VF6A
ITEM 609.04030510 - CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE M6
ITEM 609.04040510 - CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE M6A
ITEM 609.04050510 - CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE M4
ITEM 609.04060510 - CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE M4A
ITEM 609.04070510 - CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE T4
ITEM 609.05010510 - CAST-IN-PLACE CONCRETE CURB AND GUTTER (GRADING INCLUDED) TYPE VF6G
ITEM 609.05020510 - CAST-IN-PLACE CONCRETE CURB AND GUTTER (GRADING INCLUDED) TYPE M4G

DESCRIPTION

The work shall consist of the construction of concrete curb or curb and gutter and necessary grading as shown on the plans or as specified by the Engineer.

MATERIALS

The requirements of Subsection 609-2 shall apply. The curb or curb and gutter shall conform to the dimensions shown on the standard sheets, except that the depth of the curb shall be as shown on the plans.

CONSTRUCTION DETAILS

The requirements of Subsections 609-3.01 and 609-3.04 shall apply.

The location of the concrete curb or curb and gutter shall be properly graded to conform to the curb line and grade. The graded area shall be firm and dry before placing concrete and all organic or unstable materials, existing curbs, sidewalks, and driveways shall be removed.

METHOD OF MEASUREMENT

Concrete curb or curb and gutter placed under these specifications will be measured by the number of linear feet, measured to the nearest foot. The measurement will be taken along the top front arris line of the curb or curb and gutter.

BASIS OF PAYMENT

The unit price bid per foot shall include all excavation, embankment, preparation of subgrade, curb anchors, and all other materials, equipment and labor necessary to complete the work as called for on the plans or as specified by the Engineer. The unit price bid shall also include: replacement of curb and curb and gutter that was produced out of tolerance; cleaning of curb, or curb and gutter found to be dirty prior to final acceptance; and repair or replacement of curb and curb and gutter damaged by the Contractor's operations.

No separate payment will be made for excavation or embankment above, below, or within the volume of curb placed

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:

The unit price bid per linear foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

APPENDIX B – Plans
(provided separately)

PROJECT DESCRIPTION:

THIS PROJECT INVOLVES REMOVAL OF TEMPORARY PAVEMENT INSTALLED DURING WINTER AND REPLACING WITH FULL DEPTH ROADWAY RECONSTRUCTION TO INCLUDE SUBBASE, BASE, BINDER AND TOP ASPHALT CONCRETE, NEW CURBING, ASPHALT WALKWAY AND DRIVEWAY RECONSTRUCTION.

THE LATEST EDITION OF THE STANDARD SHEETS MAINTAINED BY NYSDOT, WHICH ARE CURRENT ON THE DATE OF ADVERTISEMENT FOR BIDS, SHALL BE CONSIDERED TO BE IN EFFECT.

ALL WORK UNDER THIS CONTRACT IS TO BE IN CONFORMITY WITH CURRENT VERSION OF NYSDOT STANDARD SPECIFICATIONS EXCEPT AS MODIFIED BY THE PLANS AND BID DOCUMENTS.

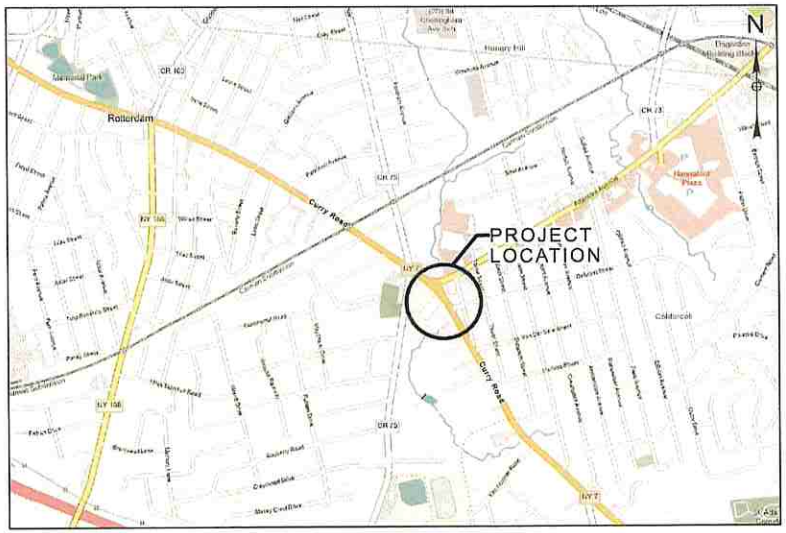
THE FOLLOWING NYSDOT STANDARD SHEETS APPLY TO THIS PROJECT AND ARE PART OF THESE PLANS:

619-02, 619-04, 619-10, 619-11, 619-12, 619-503, 685-01

WHERE CONFLICTS EXIST BETWEEN THESE PLANS AND STANDARD SHEETS, THE PLANS WILL OVERRIDE THE STANDARD SHEETS.

CURRY ROAD (ROUTE 7) RECONSTRUCTION
TOWN OF ROTTERDAM
APRIL 2025

INDEX OF DRAWINGS		
SHEET TITLE	DRAWING NO.	SHEET NO.
COVER SHEET	COV-1	1 OF 7
PLAN	P-1	2 OF 7
NOTES	NT-1	3 OF 7
DETAILS	D-1	4 OF 7
WORK ZONE TRAFFIC CONTROL PLAN	WZTC-1	5 OF 7
OFF-SITE DETOUR PLAN	WZTC-2	6 OF 7
OFF-SITE DETOUR SIGNS	WZTC-3	7 OF 7



PROJECT LOCATION MAP
NTS

CONTRACTOR'S NAME	
AWARD DATE	
COMPLETION DATE	
FINAL ACCEPTANCE DATE	

PREPARED AND RECOMMENDED BY:

Fred C. Mastroianni — 4/24/25

FRED C. MASTROIANNI, P.E. — DATE
PRINCIPAL ENGINEER

FCM ENGINEERING
156 Spring Road
Scotia, NY 12302
Cell #: (518) 641-9192
fred@fcmengpllc.com
www.fcmengpllc.com

WARNING:
THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, I.E. ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS 'A' MISDEMEANOR.

CALL 811 BEFORE YOU DIG

STATE OF NEW YORK
FRED C. MASTROIANNI
LICENSED
077354
PROFESSIONAL ENGINEER

PROJECT NAME:
CURRY ROAD RECONSTRUCTION

CLIENT:
TOWN OF ROTTERDAM

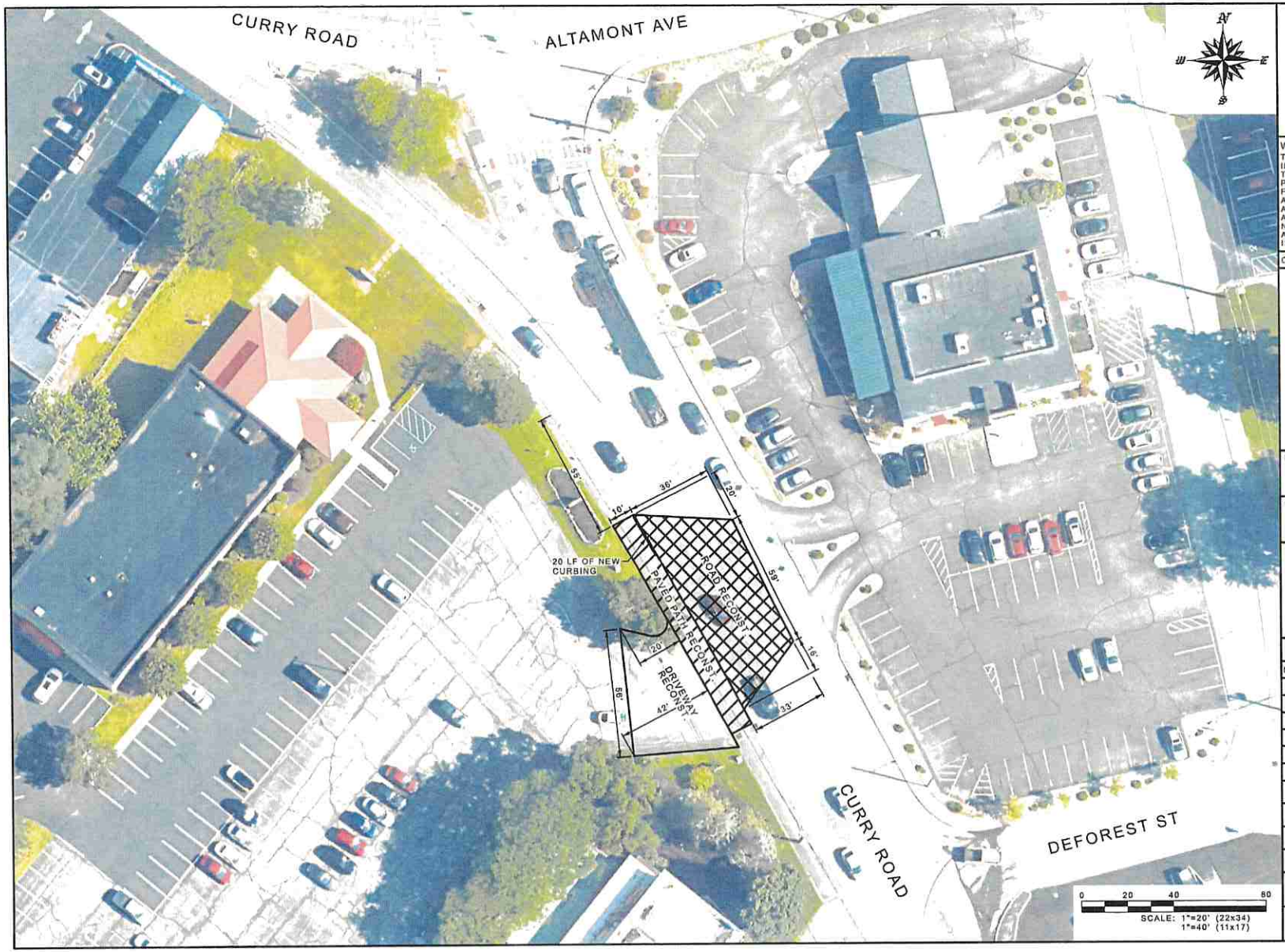
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203G
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
COVER SHEET

DRAWING NO.	SHEET NO.
COV-1	1 OF 7



FCM ENGINEERING
156 Spring Road
Scotia, NY 12302
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CALL 811 BEFORE YOU DIG

STATE OF NEW YORK
FRED C. MASTROPIETRO
PE
077354
LICENSED PROFESSIONAL ENGINEER

PROJECT NAME:
CURRY ROAD RECONSTRUCTION

CLIENT:
TOWN OF ROTTERDAM

TOWN OF ROTTERDAM 1820

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203G
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
PLAN

DRAWING NO.	SHEET NO.
P-1	2 OF 7

CONSTRUCTION PERIOD AND DURATION:

1. CURRY ROAD IS TO BE CLOSED TO VEHICULAR TRAFFIC DURING THE WORK PERIOD. ALL WORK SHALL ONLY BE CONDUCTED AT NIGHT, BETWEEN THE HOURS OF 8:00 PM AND 6:30 AM UNTIL WORK IS SUBSTANTIALLY COMPLETED.
2. THE WORK SHALL BE SUBSTANTIALLY COMPLETED IN 5 CALENDAR DAYS FROM THE TIME CURRY ROAD IS CLOSED TO TRAFFIC DURING THE WORK PERIOD. SUBSTANTIALLY COMPLETE SHALL MEAN THAT ALL WORK ON THE ROAD IS COMPLETED, EXCEPT POSSIBLY THE STRIPING.
3. ALTHOUGH THROUGH TRAFFIC IS CLOSED DURING EACH WORK PERIOD, THE CONTRACTOR IS ADVISED THAT LARGE TRUCKS CANNOT UTILIZE THE DETOUR ROUTE DUE TO INADEQUATE TURNING RADIUS AND PAVEMENT STRUCTURE. IN THOSE CONDITIONS, THE CONTRACTOR WILL ALLOW FOR THE LARGE TRUCKS TO TRAVEL THROUGH THE WORK ZONE AND AS NECESSARY GUIDED BY A FLAGGER. THE CONTRACTOR WILL TEMPORARILY STOP WORK TO ALLOW LARGE TRUCKS TO TRAVEL THROUGH THE WORK ZONE.
4. THE CONTRACTOR SHALL BE ASSESSED WITH LIQUIDATED DAMAGES FOR ANY CALENDAR DAY BEYOND THE 5 CALENDAR DAYS. THE PROJECT SHALL BE COMPLETELY DONE NO LATER THAN 10 CALENDAR DAYS. LIQUIDATED DAMAGES SHALL ALSO BE ASSESSED FOR WORK NOT COMPLETED OF EACH CALENDAR DAY BEYOND THE 10 DAYS.
5. CONTRACTOR SHALL COORDINATE ALL WORK WITH THE ON SITE REPRESENTATIVE OF NYSDOT FOR THE CONSTRUCTION PERIOD AND DURATION.

WORK ZONE TRAFFIC CONTROL:

1. AT THE BEGINNING AND ENDING OF EACH WORKDAY, TRAFFIC CONTROL DEVICES SHALL BE INSTALLED TO CLOSED TRAFFIC AND REMOVED TO OPEN TRAFFIC. THERE WILL BE NO SEPARATE PAYMENT FOR THE DEVICES TO BE INSTALLED AND REMOVED EACH WORKDAY. THIS COST IS TO BE INCLUDED UNDER ITEM 619.24.
2. ALL WORK ZONE TRAFFIC CONTROL ACTIVITIES SHALL BE PERFORMED AS PER SECTION 619 OF THE NYSDOT STANDARD SPECIFICATIONS, UNLESS OTHERWISE NOTED ON THE PLANS. COST TO BE INCLUDED UNDER ITEM 619.24.
3. WHERE EXCAVATIONS ARE OPEN PRIOR TO THE COMPLETION OF THE WORKDAY, CONTRACTOR SHALL PROVIDE TEMPORARY SUBBASE MATERIAL OVER THE OPEN AREA SO THAT ROAD IS FLUSH WITH ADJACENT PAVEMENT. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS WORK. COST TO BE INCLUDED UNDER ITEM 619.24.
4. ALL TRAFFIC CONTROL SIGNS SHALL COMPLY WITH THE NATIONAL MANUAL OF TRAFFIC CONTROL DEVICES, NYS SUPPLEMENT AND APPLICABLE NYSDOT STANDARD SHEETS.
5. ANY ALTERATIONS TO THE WORK ZONE TRAFFIC CONTROL PLAN SHALL BE SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE TOWN OR NYSDOT PRIOR TO IMPLEMENTATION.
6. THE CONTRACTOR SHALL MAKE SURE THAT ALL CONSTRUCTION AND EMPLOYEE VEHICLES AND EQUIPMENT SHALL NOT IMPACT TRAFFIC FLOW ON OTHER TOWN STREETS.
7. ALL CONSTRUCTION VEHICLES SHALL BE EQUIPPED WITH APPROVED AMBER ROTATING SAFETY LIGHTS THAT CAN BE EASILY SEEN BY TRAFFIC.
8. IF ESCORT VEHICLES ARE NEEDED TO TRANSPORT MATERIALS TO THE PROJECT SITE, THEY SHALL BE EQUIPPED WITH AND AMBER LIGHT OR AN OPERATING ARROW BOARD.
9. A STAGING AREA HAS NOT BEEN DESIGNATED BY THE TOWN FOR THIS PROJECT. THE CONTRACTOR SHALL FIND A SUITABLE STAGING AREA FOR THIS PROJECT. COST TO BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.
10. ALL WORK ZONE TRAFFIC CONTROL DEVICES, INCLUDING TEMPORARY SUBBASE, STEEL PLATES, DRUMS, CONES, AND SIGNS SHALL BE INCLUDED UNDER ITEM 619.24.
11. ADEQUATE INGRESS AND EGRESS ACCESS SHALL BE PROVIDED FOR EACH PROPERTY AT ALL TIMES, COST TO BE INCLUDED UNDER ITEM 619.24. SUITABLE RAMPS SHALL BE INSTALLED AT THE DRIVEWAY TO PROVIDE SMOOTH TRANSITIONS TO THE WORK AREA. SUITABLE MATERIAL SHALL BE TEMPORARY SUBBASE COURSE.
12. THE CONTRACTOR MUST COMPLY WITH ALL OSHA REGULATIONS DURING THE COURSE OF CONSTRUCTION.
13. SIZE OF TRAFFIC SIGNS SHALL BE BASED UPON NON-FREEWAY CLASSIFICATION. POSTED SPEED LIMIT OF CURRY ROAD IS 35 MPH. TRAFFIC CONTROL SIGNAGE LOCATION WHERE APPLICABLE SHALL BE BASED UPON THIS SPEED.
14. THE CONTRACTOR SHALL MAINTAIN A SAFE SITE FOR WORKERS AND THE GENERAL PUBLIC VIA USE OF TEMPORARY FENCING, BARRICADES AND OTHER DEVICES A.O.B.E.
15. ALL FLAGGERS SHALL USE OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6 FOOT STAFF. WHERE FLAGGERS ARE STATIONED, THE AREA SHALL BE WELL LIGHTED. W20-7 FLAGGERS SIGNS SHALL BE INSTALLED BASED UPON FINAL FLAGGING STATIONS.
16. ALL CONSTRUCTION AND EMPLOYEE VEHICLES SHALL NOT BE PARKED IN THE ROAD WHERE TRAFFIC CAN BE IMPEDED.
17. CURRENT NATIONAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND NYS SUPPLEMENT SHALL APPLY FOR THIS PROJECT.
18. IF THE CONTRACTOR PROPOSES ALTERATIONS TO THE WORK ZONE TRAFFIC CONTROL PLANS, THEY SHALL BE APPROVED BY THE TOWN OR NYSDOT PRIOR TO IMPLEMENTATION.
19. THE CONTRACTOR SHALL COVER AND UNCOVER EXISTING TRAFFIC SIGNS THAT ARE IN CONFLICT WITH THE DETOUR ROUTE SIGNS.

TRAFFIC SIGNAL MODIFICATION:

DURING EACH WORKDAY, THE TRAFFIC SIGNAL SYSTEM AT THE INTERSECTION CURRY ROAD AND ALTAMONT AVENUE SHALL BE SET AT FLASHING YELLOW FOR THE THROUGH MOVEMENT AND FLASHING RED WHERE THE ROAD IS CLOSED. ONCE THE WORKDAY IS OVER, THE ROAD IS TO BE OPEN TO TRAFFIC, THE TRAFFIC SIGNAL SYSTEM SHALL BE SET BACK TO ORIGINAL CONDITION. COST TO BE INCLUDED UNDER ITEM 619.161401. SEPARATE PAYMENT WILL NOT BE MADE FOR EACH DAY THE SIGNAL IS BEING MODIFIED.

EMERGENCY ACCESS:

EMERGENCY ACCESS MUST BE PROVIDED FOR THE DURATION OF CONSTRUCTION. THE CONTRACTOR SHALL UTILIZE FLAGGERS AND OTHER MEANS TO MAKE SURE ACCESS IS PROVIDED.

GENERAL NOTES:

1. BASE MAPPING WAS DEVELOPED USING GOOGLE EARTH IMAGES AND FIELD MEASUREMENTS AND IS APPROXIMATE. PRIOR TO THE START OF CONSTRUCTION, ALL WORK SHALL BE VERIFIED AND, IF NECESSARY, MODIFIED BASED UPON ACTUAL FIELD CONDITIONS. COST FOR FIELD VERIFICATION SHALL BE INCLUDED UNDER VARIOUS ITEMS IN CONTRACT.
2. CONTRACTOR IS ADVISED TO VISIT THE PROJECT SITE PRIOR TO SUBMITTING A FORMAL BID. THERE SHALL BE NO ADDITIONAL COMPENSATION MADE DUE TO FAILURE TO UNDERSTAND THE WORK TO BE PROVIDED.
3. NYSDOT STANDARD SPECIFICATIONS DATED JANUARY 1, 2025, WITH CURRENT ADDITIONS AND CHANGES SHALL APPLY FOR THIS PROJECT. WHERE CONFLICT EXISTS BETWEEN THESE SPECIFICATIONS AND THE BID DOCUMENTS, THE BID DOCUMENTS SHALL APPLY.
4. THE CONTRACTOR SHALL BE PAID BASED UPON THE UNIT OF BID PRICES OF THE ACTUAL QUANTITIES OF INSTALLED MATERIALS PROVIDED IN THE BID DOCUMENTS. THERE SHALL BE NO ADDITIONAL PAYMENT FOR LUMP SUM ITEMS.
5. ALL MATERIALS THAT NEED TO BE DISPOSED SHALL BE INCLUDED UNDER ITEM 203.02. THIS INCLUDES TRANSPORTATION TO THE DISPOSAL SITE. THERE SHALL BE NO STOCKPILING OF REMOVED MATERIALS WITHIN THE PROJECT AREA.
6. ADDITIONAL NOTES MAY BE FOUND ON SUBSEQUENT DRAWINGS. SUCH NOTES, WHILE PERTAINING TO THE SPECIFIC DRAWING THEY ARE PLACED ON, ALSO SUPPLEMENT THE GENERAL NOTES HEREIN.
7. NO PAYMENT SHALL BE MADE FOR WORK CALLED FOR BY NOTES ON THE PLANS, IN THE SPECIFICATIONS, OR UNDER THE HEADING GENERAL NOTES UNLESS PAYMENT IS SPECIFICALLY INDICATED BY ITEM NUMBER, THE COST OF WORK FOR WHICH NO PAYMENT IS INDICATED SHALL BE INCLUDED IN THE UNIT PRICES BID FOR THE VARIOUS ITEMS IN THE CONTRACT.
8. IF THE TOWN OR NYSDOT NOTIFIES THE CONTRACTOR OF ANY HAZARDOUS CONSTRUCTION PRACTICES, ALL OPERATIONS IN THE AFFECTED AREA SHALL BE DISCONTINUED AND IMMEDIATE ACTIONS SHALL BE TAKEN TO CORRECT THE SITUATION TO THE SATISFACTION OF THE ENGINEER BEFORE WORK IS RESUMED.
9. DETAILS ON THE DRAWINGS LABELED AS "NOT TO SCALE" OR "NTS" ARE INTENTIONALLY DRAWN NOT TO SCALE FOR CLARITY. ALL OTHER DETAILS ARE DRAWN TO STATED SCALE.
10. DURING EARTHWORK OPERATIONS, USE WATER TO LIMIT THE SPREAD OF DUST AND COST IS TO BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.
11. THE CONTRACTOR SHALL PROTECT ANY EXISTING PROPERTY LINE MONUMENTATION WITHIN THE PROJECTED LIMITS. ANY DAMAGED MONUMENTS SHALL BE REPLACED AND SET BY A LICENSED LAND SURVEYOR. IF THE MONUMENT NEEDS TO BE TEMPORARILY MOVED DUE TO CONSTRUCTION, IT SHALL BE RESET IN THE SAME LOCATION.
12. THE EXISTING DRAINAGE SYSTEM SHALL BE MAINTAINED AND FULLY OPERATIONAL DURING THE COURSE OF CONSTRUCTION. ANY MATERIALS THAT TRAVEL INTO THE CATCH BASINS SHALL BE REMOVED. COST TO BE INCLUDED UNDER VARIOUS ITEMS IN CONTRACT.
13. A HIGHWAY WORK PERMIT WILL NEED TO BE OBTAINED FROM NYSDOT. ALL REQUIREMENTS OF THE PERMIT WILL NEED TO BE PROVIDED AND COST TO BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.

UTILITY NOTE:

UNDERGROUND UTILITIES ARE NOT SHOWN ON THE PLANS. PRIOR TO DIGGING, THE CONTRACTOR SHALL CALL 811 TO HAVE ALL THE UNDERGROUND UTILITIES LOCATED. IN ADDITION, TEST PITS MAY NEED TO BE MADE TO VERIFY LOCATION AND ELEVATION. ANY DAMAGE TO UNDERGROUND UTILITIES SHALL BE REPAIRED OR REPLACED AT NO COST TO THE TOWN. COST OF ANY TEST PITS AND OTHER MEASURES NEEDED TO VERIFY LOCATION AND ELEVATION OF UNDERGROUND UTILITIES SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.

COMPACTION:

1. THE CONTRACTOR IS ADVISED THAT DUE TO LOCATION AND AGE OF UNDERGROUND UTILITIES, VIBRATORY COMPACTION WILL NOT BE ALLOWED FOR ANY ITEMS IN THE CONTRACT.
2. CONTRACTOR SHALL MAKE SURE THAT PEAK DENSITY IS MET VIA USE OF STATIC ROLLING AS PER THE NYSDOT STANDARD SPECIFICATIONS. CONTRACTOR'S COMPACTION METHOD SHALL BE APPROVED BY THE NYSDOT PRIOR TO THE PLACEMENT OF THE COMPACTED MATERIALS.

SOIL EROSION AND SEDIMENT CONTROL:

1. THE CONTRACTOR IS TO MINIMIZE SOIL EROSION THROUGHOUT THE PROJECT LIMITS. COST TO BE INCLUDED UNDER THE VARIOUS ITEMS IN THE CONTRACT.
2. WITH RESPECT TO THE EXISTING DRAINAGE STRUCTURES, THE CONTRACTOR TO INSTALL DRAINAGE STRUCTURE INLET PROTECTION. COST TO BE INCLUDED UNDER ITEM 209.1703.

PAVING NOTE:

NO VEHICULAR TRAFFIC SHALL BE ALLOWED ON THE SURFACE OF THE EXISTING SUBBASE ONCE IT HAS BEEN FINE GRADED, COMPACTED AND READY FOR PAVEMENT.

STRIPING NOTE:

THE PAVEMENT WILL NEED TO BE CLEANED PRIOR TO INSTALLING THE STRIPING. COST TO BE INCLUDED UNDER THE STRIPING ITEMS.

FUEL AND ASPHALT PRICE ADJUSTMENTS:

THE CONTRACTOR IS ADVISED THAT THIS PROJECT DOES NOT INCLUDE PRICE ADJUSTMENTS FOR FUEL AND ASPHALT.

FCM ENGINEERING
156 Spring Road
Scotia, NY 12302
Cell #: (518) 641-9192
fred@fcmengpllc.com
www.fcmengpllc.com

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CALL 811 BEFORE YOU DIG



PROJECT NAME:
CURRY ROAD RECONSTRUCTION

CLIENT:
TOWN OF ROTTERDAM



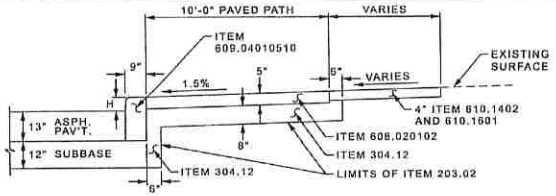
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203G
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
NOTES

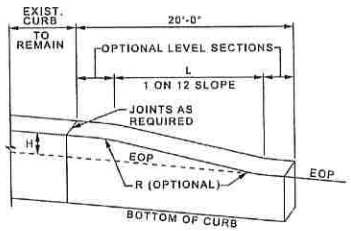
DRAWING NO.	SHEET NO.
NT-1	3 OF 7



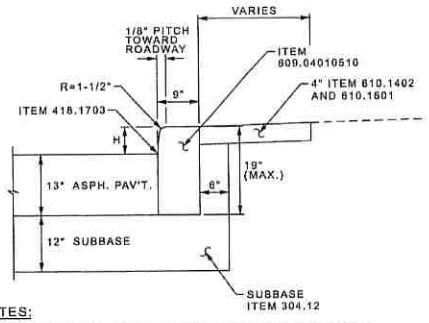
NOTES:

1. "H" DENOTES HEIGHT OF EXISTING CURB. NEW CURB TO MATCH HEIGHT OF EXIST. CURB. SEE CAST-IN-PLACE CURB DETAIL FOR ADDITIONAL INFORMATION.
2. SEE ROAD / PAVED PATH / DRIVEWAY SECTION WHERE PATH IS ADJACENT TO DRIVEWAY.

CURB / PAVED PATH DETAIL
NTS



CAST-IN-PLACE CONCRETE CURB TRANSITION
NTS

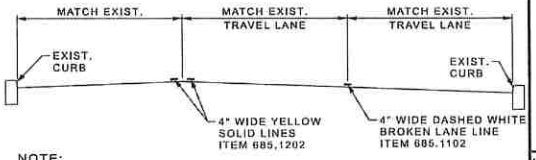


NOTES:

1. ITEM 609.04010510 SHALL INCLUDE ALL MATERIALS NEEDED FOR COMPLETE INSTALLATION.
2. "H" DENOTES HEIGHT OF EXISTING CURB.
3. SEE FULL DEPTH RECONST. SECTION FOR PAVEMENT ITEMS.

TYPE VF6 CAST-IN-PLACE CURB (VERTICAL FACED CURB)
NTS

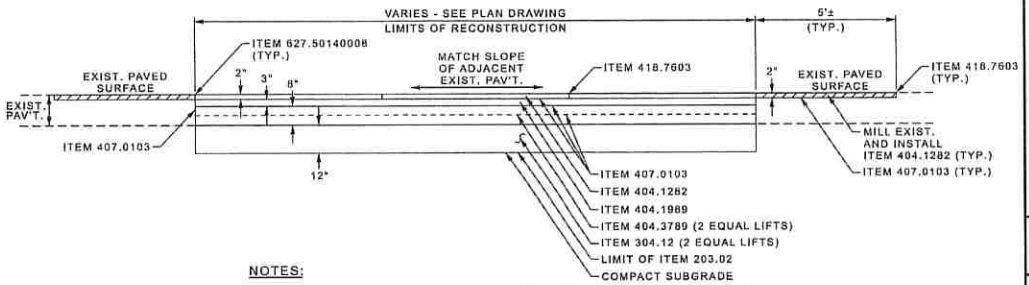
ITEM NUMBER	DESCRIPTION
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL
304.12	SUBBASE COURSE, TYPE 2
404.1282	12.5 F2 TOP COURSE ASPH., 80 SERIES COMPACTION
404.1989	19 F9 BINDER COURSE ASPH., 80 SERIES COMPACTION
404.3789	37.5 F9 BASE COURSE ASPH., 80 SERIES COMPACTION
407.0103	STRAIGHT TACK COAT
418.7603	ASPH. PAVEMENT JOINT ADHESIVE
608.020102	ASPH. SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS
609.04010510	CAST-IN-PLACE CONCRETE CURBING, TYPE VF6
610.1402	TOPSOIL-ROADSIDE
610.1601	TURF ESTABLISHMENT-ROADSIDE
627.50140008	CUTTING PAVEMENT
685.1102	WHITE EPOXY REFLECTORIZED PAVT STRIPES-20 MIL
685.1202	YELLOW EPOXY REFLECTORIZED PAVT STRIPES-20 MIL



NOTE:

LOCATION, LENGTH AND SPACING OF THE WHITE LINE SHALL BE DETERMINED IN THE FIELD. IT IS ANTICIPATED THAT DASHED LINES SHALL BE 10' LONG WITH 30' SPACING.

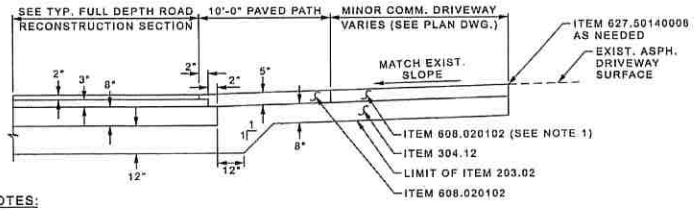
TYPICAL STRIPING DETAIL
NTS



NOTES:

1. TACK COAT, ITEM 407.0103 SHALL BE APPLIED BETWEEN EACH PAVEMENT COURSE.
2. UNDER ITEM 203.02, BOTH ASPHALT AND CONCRETE PAVEMENT ARE TO BE REMOVED.
3. ITEM 418.7603 SHALL BE APPLIED ON ALL TOP COURSE JOINTS AND VERTICAL FACES, AT CURBING AND AT EXISTING PAVEMENT CONNECTION.
4. SEE PLAN FOR LIMITS OF WORK.
5. COST OF MILLING TO BE INCLUDED UNDER 404.1282.

TYPICAL FULL DEPTH ROAD RECONSTRUCTION SECTION
NTS



NOTES:

1. THE 5" ASPH. CONCRETE SHALL BE INSTALLED IN 2 EQUAL LIFTS.
2. FOR ITEM 608.020102, CONTRACTOR MAY ELECT TO USE SAME ITEMS AS TOP AND BINDER ROAD COURSE. COST TO BE INCLUDED UNDER ITEM 608.020102.

TYPICAL SECTION OF ROAD / PAVED PATH / DRIVEWAY
NTS

FCM ENGINEERING
156 Spring Road
Scotia, NY 12302
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fred@fcmengpllc.com
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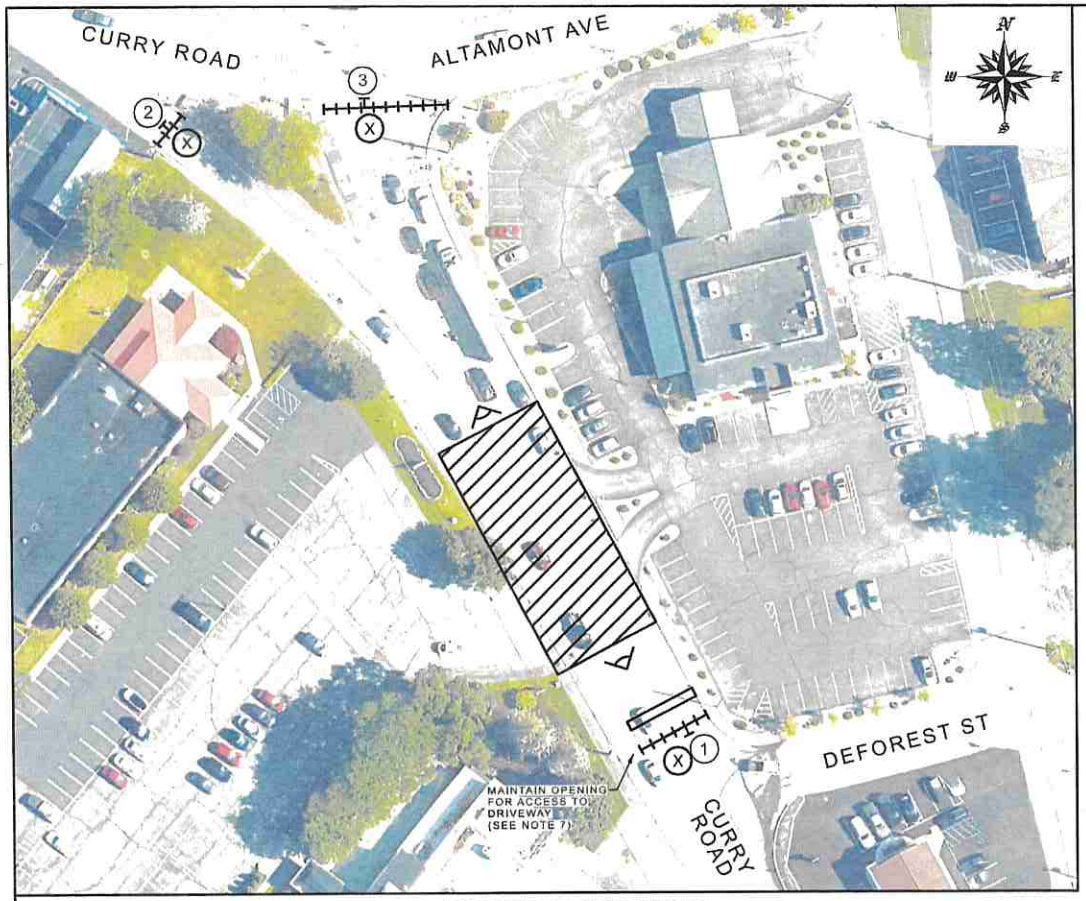
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203G
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE: DETAILS

DRAWING NO.	SHEET NO.
D-1	4 OF 7



ON-SITE ROAD CLOSURE PLAN
NTS

LEGEND

- WORK ZONE
- TYPE 3 CONST. BARRICADES WITH LIGHTING (ITEM 619.04)
- SIGNS MOUNTED ON CONST. BARRICADE (ITEM 619.24)
- (X) FLAGGER
- TEMPORARY POSITIVE BARRIER (ITEM 619.1711)
- PORTABLE NIGHT TIME LIGHTING (ITEM 619.24)

NOTES:

1. CONTRACTOR SHALL COVER ALL SIGNS EACH WORK PERIOD THAT CONFLICT WITH THE ROAD CLOSURE, ONCE WORK IS DONE FOR THE NIGHT AND ROAD IS OPEN TO TRAFFIC, SIGNS SHALL BE UNCOVERED.
2. CONSTRUCTION SIGNS AND BARRICADES SHALL BE INSTALLED AND REMOVED EACH WORK PERIOD. NO ADDITIONAL PAYMENT WILL BE MADE FOR THIS WORK.
3. FLAGGERS SHALL BE PROVIDED AT THE ROAD CLOSED SIGNS TO DIRECT TRAFFIC TO THE DETOUR ROAD AND ALSO WHEN NECESSARY, GUIDE LARGE TRUCKS THROUGH THE WORK ZONE.
4. PORTABLE LIGHT TOWERS WITHIN THE WORK AREA SHALL BE TIPPED DOWN TO ELIMINATE GLARE AND ARE TO BE INCLUDED UNDER ITEM 619.24. CONTRACTOR SHALL PROVIDE A LIGHTING PLAN FOR REVIEW AND APPROVAL. AT THE END OF EACH WORK PERIOD, THEY SHALL BE REMOVED FROM THE ROAD.
5. ADDITIONAL WORK ZONE TRAFFIC CONTROL DEVICES MAY BE NEEDED AND TO BE INCLUDED UNDER ITEM 619.24.
6. UNDER ITEM 619.161401, EXISTING TRAFFIC SIGNAL SYSTEM SHALL BE MODIFIED TO FLASHING YELLOW OPERATION FOR NORTHBOUND TRAFFIC ON CURRY ROAD AND WESTBOUND TRAFFIC ON ALTAMONT AVENUE THAT IS OPEN TO TRAFFIC EACH WORK PERIOD. THE TRAFFIC SIGNALS SHALL FLASH RED ON CURRY ROAD SOUTH APPROACH.
7. DRIVEWAY ACCESS TO THE SENIOR CARE AND HOTEL MUST BE MAINTAINED AT ALL TIMES.

ON-SITE DETOUR SIGNS

LOCATION	SIGNS	MUTCD NO.	SIZE
1	ROAD CLOSED	R11-2	48"x30"
	DETOUR	M4-10R	48"x18"
2	ROAD CLOSED	R11-2	48"x30"
	DETOUR	M4-10L	48"x18"
3	ROAD CLOSED	R11-2	48"x30"

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CALL 811 BEFORE YOU DIG

STATE OF NEW YORK
FRED C. MASTROPAOLO
LICENSED
077354
PROFESSIONAL ENGINEER

PROJECT NAME:
CURRY ROAD RECONSTRUCTION

CLIENT:
TOWN OF ROTTERDAM

TOWN OF ROTTERDAM 1820

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203G
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
WORK ZONE TRAFFIC CONTROL PLAN

DRAWING NO.	SHEET NO.
WZTC-1	5 OF 7



OFF-SITE DETOUR PLAN
NTS

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CHECKED BY:	FCM

SHEET TITLE:
OFF-SITE DETOUR PLAN

DRAWING NO.	SHEET NO.
WZTC-2	6 OF 7

OFF-SITE DETOUR SIGNS			
LOCATION	SIGNS	MUTCD NO.	SIZE
④	DETOUR 7 →	M4-8 M1-4 M6-1	24"x12" 24"x24" 21"x15"
⑤ ⑫ ⑱	ROAD CLOSED 500 FT	W20-3	36"x36"
⑥ ⑪ ⑰	ROAD CLOSED 1000 FT	W20-3	36"x36"
⑦ ⑩ ⑯	ROAD CLOSED ½ MILE AHEAD	R11-3a (MOD.)	60"x30"
⑧	DETOUR 7 ←	M4-8 M1-4 M6-1	24"x12" 24"x24" 21"x15"
⑨	END DETOUR 7	M4-8a M1-4	24"x18" 24"x24"
⑬ ⑭	DETOUR EAST 7 →	M4-8 M3-2 M1-4 M6-1	24"x12" 24"x12" 24"x24" 21"x15"
⑮	END DETOUR EAST 7	M4-8a M3-2 M1-4	24"x18" 24"x12" 24"x24"

OFF-SITE DETOUR SIGNS			
LOCATION	SIGNS	MUTCD NO.	SIZE
⑲	DETOUR EAST 7 ←	M4-8 M3-2 M1-4 M6-1	24"x12" 24"x12" 24"x24" 21"x15"

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077354
LICENSED PROFESSIONAL ENGINEER

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CLIENT:
TOWN OF ROTTERDAM

TOWN OF ROTTERDAM 1820

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DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
OFF-SITE DETOUR SIGNS

DRAWING NO.	SHEET NO.
WZTC-3	7 OF 7

RESOLUTION NO. 182.25

CALL FOR BIDS FOR HAZARDOUS MATERIALS REMOVAL AT 369 DUANESBURG ROAD, ROTTERDAM NY

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 Hazardous Materials Removal at 369 Duanesburg Road, Rotterdam NY.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 4th day of June 2025, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

HAZARDOUS MATERIALS REMOVAL AT 369 DUANESBURG ROAD, ROTTERDAM NY

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of 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 11:00 A.M., JUNE 4, 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: May 14, 2025
BidNet: Please publish on May 15, 2025
Daily Gazette: Please publish once on May 16, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 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:	May 6, 2025
TO:	Supervisor Collins and Town Board
FROM:	Fred C. Mastroianni, PE – Town Consultant Engineer
TITLE OF REQUEST:	Hazardous Waste Removal at 369 Duanesburg Road
TOWN BOARD MEETING DATE:	May 14, 2025
Background Information:	The Town purchased the property located at 369 Duanesburg Road, which is the future location of the Town Police and Court. A survey was conducted to determine if there are any hazardous materials that need to be removed prior to demolition of the structures. Based upon the report, both asbestos and lead paint were found.
Evaluation/Analysis:	Bid Documents have been prepared for the removal of the hazardous materials.
Recommendation(s):	I recommend the project be approved for bidding.
Attachment/Document(s):	Bid Documents for Hazardous Waste Removal
Compliance with Purchasing Policy?	Yes
Effect(s) on Existing Law(s)?	No
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Town of Rotterdam

Request for Bids (RFB)

Hazardous Materials Removal at

369 Duanesburg Road, Rotterdam NY

RFB 25-02

Bid Due Date:

June 4, 2025

@ 11:00 AM

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor, material, equipment and other means necessary for the removal of hazardous materials at 369 Duanesburg Road, Rotterdam, N.Y. will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until **11:00 AM local time on June 4, 2025,** at which time and place they will be publicly opened and read aloud.

The work shall involve the removal of hazardous materials that were identified as part of a feasibility study conducted by Barton & Loguidice. The report is provided in Appendix A herein. The removal locations are at the following locations:

- Main building exterior envelope related to the exterior cementitious shingles.
- Basement Storage Area and Kitchen (bottom layer) related to the 4" x 4" vinyl floor tile, gray oatmeal.
- Basement Storage Area and Kitchen (top layer) related to the 12" x 12" vinyl floor tile, red speckled.
- Basement Ceiling and throughout related to wire insulation within metal flex conduit.
- Garage Exterior Siding.

Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain 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.

Each Bid must be submitted on the provided Bid Form and subject to the conditions provided in the Instructions to Bidders. No Bidder may withdraw the bid within thirty (30) days after the actual date of opening thereof. The bid shall be for the year 2025 construction season. There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions should contact Jim Keith at (518) 355-7575, ext. 340 or via email at jkeith@rotterdamny.org

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work, and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract. The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. Prevailing wage rates shall apply.

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

INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:00 a.m. local time on June 4, 2025,** the day of opening.
2. In accordance with NYSDOL Industrial Code Rule 56, materials determined to be asbestos containing must be removed by a licensed asbestos abatement contractor prior to renovation or demolition activities affecting them. All bidders must include with their bid documents that show the bidder is qualified to perform the work.
3. 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, will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, up to the completion of the project.
8. The Town Board reserves the right to reject any or all bids and re-advertise.
9. All bids are to be based on delivery prepaid to destination, which shall be the project area.
10. Delivery (if applicable): Time is of the essence. Materials are 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 if shown in the bidding documents are not meant to imply that said quantities will in fact be the purchased amount. Payment will be based on actual quantities installed on the items provided in the bid form.

14. Failure to adequately and fully complete the bid packet and/or questions contained herein shall be disqualified and the bid shall be rejected.

15. Qualifications of Bidder - Town of Rotterdam may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the Town, within five (5) days of a request, all such information and data for this purpose as may be requested.

16. Bids provided shall remain for the life of the project. No changes to each bid price will be made based upon any additional or deleted quantities of materials.

16. Modification and Withdrawal of Bids:

    a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

    b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town, that there was a material and substantial mistake in the preparation of its bid, that the bidder may withdraw its bid and the bid security will be returned.

17. General Provisions of Laws Covering Workers on Public Works Contract:
    The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is

performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

18. Bid Security:

a. Bid must be accompanied by Bid security made payable to Town in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base Bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety.
b. The Bid security of the apparent Successful Bidder will be retained until Town awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, the Town may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Town's exclusive remedy if Bidder defaults.
c. The Bid security of other Bidders that Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of seven days after the Effective Date of the Contract or 45 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
d. Bid security of other Bidders that Town believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

19. Bid Bond:

Any singular reference to Bidder, Surety, Town, or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

TOWN *(Name and Address)*:
Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID
Bid Due Date:
Description *(Project Name):*

BOND

Bond Number:
Date:
Penal sum _____ $_____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By:_____
Signature	Signature (Attach Power of Attorney)
Print Name _____	Print Name_____
Title _____	Title_____
Attest: _____	Attest:_____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

a. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Town upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Town's sole and exclusive remedy upon default of Bidder.

b. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

c. This obligation shall be null and void if:
c.1 Town accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
c.2 All Bids are rejected by Town, or
c.3 Town fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

d. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

e. Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by Town and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

f. No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

g. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

h. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

i. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

j. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

k. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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 certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: _____

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 Contractor/Company:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

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.

BID FORM

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

AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.
(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without

the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal:

Hazardous Materials Removal at 369 Duanesburg Road, Rotterdam NY

SUBMITTED BY: _____

_____

_____

_____

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town of Rotterdam
Attn: Diane Marco, Town Clerk
1100 Sunrise Boulevard
Rotterdam, NY 12306

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Town in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Designer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding;

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
   1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
   2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Town, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Town of the benefits of free and
      open competition;
   3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Town, a purpose of which is to establish bid prices at artificial, non-competitive levels;
   4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.02 Qualifications:

A. The bidder shall provide with the bid, documents that show the company is qualified to perform the work to include:
   1. Contractor's NYSDOL Asbestos License.
   2. The Contractor shall submit a notarized statement, signed by an officer of the company, containing the following information:
   3. A record of any citations, penalties, orders to comply, notices of deficiency, or notices of violations issued by the Federal, State, or local regulatory agencies relating to asbestos abatement activity. Include projects, dates and resolutions.
   4. Situations in which a hazardous materials related contract has been terminated including projects, dates and reasons for terminations.
   5. A listing of any hazardous waste related legal proceedings/claims in which the Contractor (or employees scheduled to participate in this project) have participated or are currently involved. Include descriptions of role, issue and resolution to date.

ARTICLE 5 – BASIS OF BID

Bidder will provide all labor, materials, and equipment needed to complete the work in accordance with the Hazardous Materials Investigation report provided in Appendix A, the specifications provided in Appendix B, and as directed by the Town. The contractor shall provide a lump sum bid price to complete the work.

TOTAL LUMP SUM CONTRACT BID PRICE _____

SUBMITTED on _____ 2025.

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Phone Number

_____

Email

I understand if 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.

ARTICLE 6 - CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest cost responsible bidder as determined by the Town. In addition to the bid price, the Town will conduct investigations as deemed necessary to determine the lowest responsible bidder.

ARTICLE 7: NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRATION REQUIREMENT

Effective on December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public works projects or private projects covered by Article 8 of the Labor Law are required to register with the NYS Department of Labor (NYSDOL) under Labor Law Section 220-i. Specifically, contractors must register with the Department of Labor's Bureau of Public Work and Prevailing Wage Enforcement prior to bidding on public work projects or commencing work on public work projects or covered private projects that are subject to prevailing wage. The state purpose is to ensure that such contractors and subcontractors do not have previous labor law violations and that they will abide by the State's labor laws and regulations, including the prevailing wage requirements. These registration requirements go into effect on December 30, 2024. Consequently, after that date, local governments cannot award a contract for public work to a contractor unless they are registered with the State. The NYS Department of Labor has published FAQs regarding this new requirement. For additional information, please visit the NYSDOT website or contact the Department directly by calling 518-457-5589 or by emailing labor.sm.pwask@labor.ny.gov.

Proof that all contractors and subcontractors must be provided to the Town prior to the award of this contract.

AGREEMENT

THIS AGREEMENT dated _____ is by and between the Town of Rotterdam ("Town") and

_____ ("Contractor")

Town and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 The contractor shall provide all labor, materials and equipment needed to complete the work as described in Article 2.

ARTICLE 2 – THE PROJECT

2.01 The work shall involve the removal of hazardous materials that were identified as part of a feasibility study conducted by Barton & Loguidice. The report is provided in Appendix A herein. The removal locations are at the following locations:

- Main building exterior envelope related to the exterior cementitious shingles.
- Basement Storage Area and Kitchen (bottom layer) related to the 4" x 4" vinyl floor tile, gray oatmeal.
- Basement Storage Area and Kitchen (top layer) related to the 12" x 12" vinyl floor tile, red speckled.
- Basement Ceiling and throughout related to wire insulation within metal flex conduit.
- Garage Exterior Siding.

The report provided in Appendix A includes estimated quantities of materials to be removed. This is for information only so that the contractor has an idea of the amount of work involved with the project. There shall be no extra cost if the actual amount of material to be removed is more than the estimated values provided in the report.

ARTICLE 3 – ENGINEER

3.01 The Project that pertains to the Work has been prepared by Barton & Loguidice ("Engineer").

3.02 The Town has retained an engineer to act as Town's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed in thirty (30) calendar days from the start of work. Completion of the project shall be ten (10) calendar days from substantial completion.

4.03 *Liquidated Damages*

A. Contractor and Town recognize that time is of the essence as stated in Paragraph 4.01 above and that Town will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Town FIVE HUNRED ($500.00) for each calendar day that expires after the time specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Town FIVE HUNRED ($500.00) for each calendar day that expires after such time until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Town shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

Total Lump Sum Bid Amount is:

_____ Dollars
(words)

And _____ cents $_____
(words) (figures)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment based upon percentage of completion as determined by the Engineer. Applications for Payment will be processed by Engineer and/or Town. The payment application shall include Application and Certificate for Payment AIA Document G702 with supporting documentation and certified payroll documents.

6.02 *Progress Payments; Retainage*

A. Town shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the quantities of materials installed and bid prices for each item established as provided elsewhere in the Contract. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Town may withhold, including but not limited to liquidated damages, in accordance with the Contract. Ninety-five (95) percent of Work completed (with the balance being retained) of each payment request; and

B. Upon Substantial Completion, Town shall pay an amount sufficient to increase total payments to Contractor to one hundred (100) percent of the Work completed, less such amounts set off by Town, and less the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance, the Town shall pay the remainder of the Contract Price as recommended by the Engineer.

ARTICLE 7 – INTEREST is not used or allowed.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Town to enter this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. The contractor is familiar with and is satisfied with all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Town and others at the Site that relates to the Work as indicated in the Contract Documents.

H. The Contractor has given the Designer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by Designer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____

_____

principal _____ and_____

_____

_____

surety _____, are held and firmly bound unto the Town of Rotterdam in the sum of _____ Dollars ($_____) lawful money of the United States, to be paid to the Town of Rotterdam, its successors or assigns, for which payment well and truly to be made we bind ourselves and all and each of our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals Dated this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden, the Contractor _____ with the Town of Rotterdam in the foregoing contract named, shall and will faithfully perform the work and furnish the materials and supplies in and by said contract agreed by _____ to be performed and furnished, and shall faithfully perform and comply with all the conditions and obligations of said contract on _____ part in every particular, and shall promptly make payment of the sums due to all persons supplying labor and material in the prosecution of the work provided for in said contract, then and in that event, this obligation to be void, otherwise to remain in full force and virtue.

(Affix seal if principal is a corporation, if principal is a co-partnership, each partner should sign individually under the firm name)

Principal_____L.S.

_____L.S

_____L.S

Surety _____L.S.

(Affix seal if surely is a corporation)

_____L.S.

_____L.S.

(If signed by a Surety Company, affix authority of its officers to sign and its latest sworn financial statement unless these are on file in the Village Clerk's office, when this fact should be so stated.)

(If signed by individual sureties, the justification as well as the acknowledgement on the reverse side should be completed in two places.)

(All signatures should be acknowledged below. The surety, if a corporation, may affix its forms of acknowledgement as particularly applicable to its method of execution.)

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of_____ 20__, before me personally

appeared _____ to me known and known to me to

be the individual described in and who executed the within

instrument, and he duly acknowledged that he executed the same.

_____

Notary Public,_____County

Commission of Deeds_____

CONTRACTOR, IF A CO-PARTNERSHIP, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____ 20___, before me personally

appeared _____, to me known, and known to me to be one

of the firm of _____

described in and who executed the foregoing instrument, and he _____ thereupon _____ acknowledged to

me that he executed the same as and for the act and deed of said firm.

_____

Notary Public, _____ County

Commissioner of Deeds_____

CONTRACTOR, IF A CORPORATION, ACKNOWLEDGE HERE
STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this_____ day of_____, 20___, before me the subscriber personally came_____, to me known, who being by me duly sworn did depose and say that he resides in the City/Town of_____; that he is the _____ of the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation and that he signed

his name thereto by like order.

_____

Notary Public, _____ County

Commissioner of Deeds_____

SURETY COMPANY ACKNOWLEDGEMENT MAY BE AFFIXED HERE

I hereby approve foregoing surety_____ _____

Dated, Town of Rotterdam, New York _____ 20_____

_____Supervisor

IN WITNESS WHEREOF, Town and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

TOWN:

Town of Rotterdam

By: _____

Title:_____

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

CONTRACTOR:

_____

By:_____

Title:_____
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:_____

Title:_____

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

(If Town is a corporation, attach evidence of authority to sign. If Town is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

ARTICLE 10 – CONTRACT DOCUMENTS

The Contract Documents include all language stated in the bid documents, report provided in Appendix A, and specifications provided in Appendix B. The Contract Documents can only be modified or supplemented via mutual agreement between the Town, contractor and engineer.

ARICLE 11 - TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract.

ARTICLE 12 - GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

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

ARTICLE 13 - INSURANCE

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

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the Township, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit
All Other Circumstances $1,000,000

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

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

(a) The Town shall be named as an additional named insured on all liability policies.

(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

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

ARTICLE 14 - PREVAILING WAGES

(a) All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Scheduling of Wages.

(b) All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The successful vendor(s) are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (888) 469-7365. Actual rates are available via the internet at:

(c) Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, supplements paid or provided and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Finance Department, within

thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Finance Department shall receive and maintain such payrolls.

(d) This project PRC # is 2025005264 - Hazardous Materials Removal. Hard copies of the prevailing wage rates can be obtained at https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1588210

ARTICLE 15 - SALES AND USE TAXES

The Town is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

ARTICLE 16 - INDEMNIFICATION

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

ARTICLE 17 - REMEDY FOR BREACH

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

ARTICLE 18 - DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

(b) Payment will be made upon the submission of a completed payment request and supporting documentation.

(c) The Town of Rotterdam is not subject to federal, state, or local taxes.

(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public Town and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any

claims, liens or judgments against the contractor which have not been suitably discharged.

ARTICLE 19 - SAMPLES AND SHOP DRAWINGS

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

ARTICLE 20 - SUBCONTRACTORS

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

ARTICLE 21 - ETHICS

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

ARTICLE 22 - CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if the same continues for more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

ARTICLE 23 - LAWS AND ORDINANCES

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

ARTICLE 24 - PROTECTION OF EXISTING STRUCTURES

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

ARTICLE 25 - HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970

(OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
(1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
(2) Accident Reporting per 29 CFR 1926 Subpart C
(3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
(4) Fall Protection per 29 CFR 1926 Subpart M
(5) Working Over Water per 29 CFR 1926 Subpart O
(6) Electrical Safety per 29 CFR 1926 Subpart K
(7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
(8) Hazardous Materials per 29 CFR 1926 Subpart Z
(9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
(10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
(11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
(12) Drilling and blasting per 29 CFR 1926, Subpart U
(13) Equipment Safety Procedures per 29 CFR 1926, Subpart O
(14) Lifting per 29 CFR 1926, Subpart N
(15) Confined Spaces per 29 CFR 1910, Subpart J
(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

ARTICLE 26 - WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.

(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

ARTICLE 26 - TECHNICAL SPECIFICATIONS

Provided in Appendix B.

END OF SECTION

APPENDIX A – Hazardous Materials Investigation Report

Barton
&Loguidice

March 8, 2024

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

Re: Town Court and Police Facility Feasibility Study
Amendment # 1 – Due Diligence at Zampino Property – 639 Duanesburg Road
Hazardous Materials Investigation
File: 904.053.001

Dear Supervisor Collins:

This letter and attachments represent Barton & Loguidice, D.P.C.'s (B&L's) report for the above-referenced project.

Introduction

B&L was retained by the Town of Rotterdam to conduct a pre-demolition hazardous materials survey for the existing structures for a property comprising 3.67 acres located at 369 Duanesburg Road, Town of Rotterdam, Schenectady County, New York. It is our understanding that the parcel has a tax identification of 48.19-13-16, owned by Leslie J. Zampino and had been developed with a small commercial building, most recently housing a martial arts business. The focus of the survey was to identify and sample suspect asbestos-containing materials, lead-based paint and PCB containing caulk potentially impacted by the proposed demolition project. The building was not occupied during the investigation. Prior to any renovation or demolition activities, impacted asbestos-containing materials (ACMs) must be removed by a NYS licensed asbestos abatement contractor.

The survey was conducted by Sebastian Reeves representing B&L on February 19, 2024. Mr. Reeves is a New York State Department of Labor (DOL) certified asbestos inspector. A copy of his inspector's certifications and B&L's company license are provided in Appendix A.

Discussion and Results

Asbestos Sampling

Representative sampling was conducted throughout all accessible areas of the subject building, including the roof. Friable samples were collected in triplicate and submitted for analysis by polarized light microscopy (PLM) with dispersion staining. Friable samples were analyzed utilizing serial analysis. Non-friable organically bound (NOB) materials were analyzed in accordance with New York State Department of Health requirements. NOBs are first subjected to an ashing and acid washing procedure to properly break down the material. The sample is then analyzed by PLM for asbestos content. If asbestos is found, the analysis is complete. However, a negative result must be confirmed by using

10 Airline Drive, Suite 200, Albany, NY 12205 ▪ Office: 518-218-1801 ▪ Fax: 518-218-1805 ▪ BartonandLoguidice.com

The experience to listen
The power to solve

transmission electron microscopy (TEM). All samples were analyzed by AmeriSci of New York, Inc. located in New York, New York.

The survey included the collection of friable material samples and NOB samples throughout. Laboratory reports, sample chain-of-custody forms, and laboratory certifications are included in Appendix B. Material sample results are summarized in the table below:

369 Duanesburg Road – Town of Rotterdam – Asbestos Sample Results					
Sample Number	**Material Description**	**Estimated Quantity**	**Condition/ Friability**	**Lab Results (% Asbestos)**	**Material Location**
WB-1-1,2,3,4	Sheetrock, joint compound and seam tape, white	NA	Poor/ Friable	NAD	Garage interior
FT-2-1,2	24"x 24" vinyl floor tile, green granite pattern	NA	Poor/ Non-Friable	NAD	Garage interior
ROOF-3-1,2	Shingle roofing, brown / gray	NA	Poor/ Non-Friable	NAD	Garage roof
VB-4-1,2	Felt vapor barrier, black	NA	Poor/ Non-Friable	NAD	Garage roof
VB-5-1,2	Felt vapor barrier	NA	Fair/ Non-Friable	NAD	Main building roof
ROOF-6-1,2	Shingle roofing, gray	NA	Fair/ Non-Friable	NAD	Main building roof
WVB-7-1,2	Exterior wall vapor barrier, black	NA	Fair/ Non-Friable	NAD	Main building exterior envelope
W SHINGLE-8-1,2	**Exterior cementitious shingles, white**	**3,900 SF**	**Fair/ Non-Friable**	**14.3 % Chrysotile**	**Main building exterior envelope**
CT-9-1,2,3	2'x 4' ceiling tile, fissures and pin holes	NA	Fair/Friable	NAD	Interior ceiling – upper floor
CT-10-1,2,3,4	2'x 2' ceiling tile, flat smooth pattern, off-white	NA	Fair/Friable	NAD	Interior ceiling – upper and lower floors
WB-11-1,2	Wall board, brown	NA	Good/ Friable	NAD	Wall board behind sheetrock walls throughout
WB-12-1,2,3	Wall board, light brown	NA	Good/ Non-Friable	NAD	Upper floor wainscoting and walls
LNM-13-1,2	12"x 12" stick-on linoleum tile, white	NA	Fair/ Non-Friable	NAD	Upper floor bathroom
LNM-14-1,2	Linoleum flooring, white stained glass pattern	NA	Poor/ Non-Friable	NAD	Basement common area floor
LVLER-15-1,2,3	Floor leveler, white	NA	Poor/Friable	NAD	Basement common area floor
FL EPOXY-16-1,2	Floor epoxy coating, blue	NA	Poor/ Non-Friable	NAD	Basement floor

369 Duanesburg Road – Town of Rotterdam – Asbestos Sample Results					
Sample Number	**Material Description**	**Estimated Quantity**	**Condition/ Friability**	**Lab Results (% Asbestos)**	**Material Location**
FELT-17-1,2	Felt flooring, black	NA	Poor/ Non-Friable	NAD	Beneath boiler
FT-18-1,2	**4"x 4" vinyl floor tile, gray oatmeal**	**600 SF**	**Poor/ Non-Friable**	**1.7 % Chrysotile**	**Basement storage area and kitchen (bottom layer)**
FTMAS-19-1,2	Floor tile mastic, black	NA	Poor/ Non-Friable	NAD	Basement storage area and kitchen (bottom layer)
FT-20-1,2	**12"x 12" vinyl floor tile, red speckled**	**600 SF**	**Poor/ Non-Friable**	**7.5 % Chrysotile**	**Basement storage area and kitchen (top layer)**
FTMAS-21-1,2	Floor tile mastic, black	NA	Poor/ Non-Friable	NAD	Basement storage area and kitchen (top layer)
WIRE-22-AAA	**Wire insulation within metal flex conduit**	**400 LF**	**Fair/ Friable**	**ASSUMED**	**Basement ceiling and throughout**

NAD: No Asbestos Detected
N/A: Not Applicable
Assumed: Assumed to be Asbestos due to sampling inaccessibility during the investigation
Trace: Less than 1% asbestos, considered non-asbestos containing material

Four of the suspect materials sampled for asbestos were found to contain asbestos.

In accordance with NYSDOL Industrial Code Rule 56, materials determined to be asbestos-containing must be removed by a licensed asbestos abatement contractor prior to renovation or demolition activities affecting them. This regulation also requires that a copy of this report be provided on site for all contractors to review during the work. A copy must also be sent to the local NYSDOL asbestos control bureau office, the government entity charged with issuing demolition permits or, if no such permit is required, to the town or city clerk where the building is located. Should unidentified or concealed materials be discovered during the renovation/demolition work that were not addressed by this survey the owner and contractor will be liable to follow the procedures identified in ICR56.

Lead-Based-Paint Sampling

The lead-based paint characterization included the collection of paint chip samples in areas where paint was not sufficiently adhered to the substrate. The characterization and sampling was intended to screen the major painted surfaces in the buildings. Laboratory analysis for lead was performed by Life Science Laboratories, Inc. of East Syracuse, New York.

The lead-based paint laboratory report is included in Appendix B and the paint sample results are summarized in the table below:

369 Duanesburg Road – Town of Rotterdam – Lead-Based Paint Sample Results						
Sample Number	**Painted Component**	**Component Substrate**	**Color**	**Paint Condition**	**Location**	**Result (% Lead)**
WHITE-1	Wall	Sheetrock	White	Poor	Garage interior walls	< 0.0034
WHITE-2	**Siding**	**Wood**	**White**	**Poor**	**Garage exterior siding**	**1.98**
RED-3	Trim	Wood	Red	Poor	Garage exterior trim	0.0175
WHITE-4	Siding	Concrete	White	Fair	Main building exterior siding	0.0155
WHITE-5	Wall	Wood	White	Good	Main building interior walls	0.378

In the table above, the samples collected have been listed along with the location, component, substrate, color, condition, and laboratory result. Of the samples collected, **one** is considered lead-based paint by the U.S. Environmental Protection Agency (EPA – HUD) definition (greater than 0.5 % by weight). The Occupational Safety & Health Administration (OSHA) considers paint with any concentration of lead to fall under the OSHA Construction Standard for lead. All contractors disturbing lead-based or lead-containing paint must comply with this Standard cited in 29 CFR 1926.62.

PCB Caulk Sampling

The PCB caulk sampling was intended to screen the building exterior for PCB-containing caulks. No visible caulk was identified during the assessment of the building.

If you have any questions, please call me at (518) 218-1801. It was a pleasure working with you on this project and I hope we can be of service in the future.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Sebastian L. Reeves
Senior Project Industrial Hygienist

John E. Rigge
Vice President

SLR/JER

Attachments
Donald H. Fletcher, PE (dfletcher@bartonandloguidice.com)
Fred C. Mastroianni, PE (fmastroianni@rotterdamny.org)
James Keith (jkeith@rotterdamny.org)

Appendix A

NYSDOL Inspector Certification & Company License

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Barton & Loguidice, D.P.C.
443 Electronics Parkway, Liverpool, NY, 13088

License Number: 29267
License Class: RESTRICTED
Date of Issue: 02/01/2024
Expiration Date: 02/28/2025
Duly Authorized Representative: Jeffrey Reed

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Amy Phillips, Director
For the Commissioner of Labor

SH 432 (12/21)


STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE
N.Y.S
SEBASTIAN L REEVES
CLASS(EXPIRES)
D INSP(04/24) I PD (04/24)
CERT# 13-21983
DMV# 538210837
MUST BE CARRIED ON ASBESTOS PROJECTS

United States Environmental Protection Agency

This is to certify that



Sebastian L Reeves

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires November 14, 2026

LBP-R-I179062-3
Certification #

May 16, 2023
Issued On

Ben Conetta, Chief
Chemicals and Multimedia Programs Branch

Appendix B

Laboratory Reports, Laboratory Certifications, & Sample Chain-of-Custody Forms

NEW YORK STATE OF OPPORTUNITY. | Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, M.D., M.P.H.
Acting Commissioner

MEGAN E. BALDWIN
Acting Executive Deputy Commissioner

LAB ID: 11480

March 30, 2023

MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

Certificate Expiration Date:
April 01, 2024

Dear Ms. Lu,

Enclosed are certificate(s) of approval issued to your environmental laboratory for the current permit year. The certificate(s) supersede(s) any previously issued one(s) and is(are) in effect through the expiration date listed. Please carefully examine the certificate(s) to insure that the categories, subcategories, analytes, and methods for which your laboratory is approved are correct. In addition, verify that your laboratory's name, address, lead technical director, and identification number are accurate.

Pursuant to NYCRR Subpart 55-2.2, original certificates must be posted conspicuously in the laboratory and copies shall be made available to any client of the laboratory upon request.

Pursuant to NYCRR Subpart 55-2.6, any misrepresentation of the fields of accreditation (category - method - analyte) for which your laboratory is approved may result in denial, suspension, or revocation of your certification. Any use of the Environmental Laboratory Approval Program (ELAP) or National Environmental Laboratory Accreditation Program (NELAP) name, reference to the laboratory's approval status, and/or using the NELAP logo in any catalogs, advertising, business solicitations, proposals, quotations, laboratory analytical reports, or other materials must include the laboratory's ELAP identification number and distinguish between testing for which the laboratory is approved and testing for which the laboratory is not approved.

If you have any questions, please contact us at the Environmental Laboratory Approval Program, Wadsworth Center, New York State Department of Health, Empire State Plaza, Albany NY, 12237; by phone at (518) 485-5570; by facsimile at (518) 485-5568; and by email at elap@health.ny.gov.

Sincerely,

Amy J. Steuerwald

Amy J. Steuerwald, Ph.D.
Director, Environmental Laboratory Approval Program

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES POTABLE WATER
All approved analytes are listed below:

Miscellaneous

Asbestos	EPA 100.2

Serial No.: 66401

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 66402

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES AIR AND EMISSIONS
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos	40 CFR 763 APX A No. III
	YAMATE,AGARWAL GIBB
	NIOSH 7402
Fibers	NIOSH 7400 A RULES

Serial No.: 66403

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Barton & Loguidice, D.P.C.
Attn: John E. Rigge
443 Electronics Parkway

Liverpool, NY 13088

Date Received 02/20/24 **AmeriSci Job #** 224022561
Date Examined 02/22/24 **P.O. #**
ELAP # 11480 **Page** 1 **of** 9
RE: 904.053.001; Rotterdam Court Feasibility Study; Asbestos Investigation - Building: 369 Duanesburg Rd

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WB-1-1 1 **Location:** Bulk Sample	224022561-01	***No***	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 02/22/24
Analyst Description: Off-White/Brown, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 35%, Fibrous glass Trace, Non-fibrous 65%			
WB-1-2 1 **Location:** Bulk Sample	224022561-02	***No***	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 02/22/24
Analyst Description: White/Brown/Green, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 15%, Non-fibrous 85%			
WB-1-3 1 **Location:** Bulk Sample	224022561-03	***No***	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 02/22/24
Analyst Description: White/Brown/Green, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 15%, Fibrous glass Trace, Non-fibrous 85%			
WB-1-4 1 **Location:** Bulk Sample	224022561-04	***No***	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 02/22/24
Analyst Description: Gray/Brown, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 15%, Non-fibrous 85%			
W SHINGLE-8-1 8 **Location:** Bulk Sample	224022561-05	***Yes***	14.3% (by NYS ELAP 198.1) by Valeriu Voicu on 02/22/24
Analyst Description: White/Gray, Homogeneous, Fibrous, Cementitious, Bulk Material **Asbestos Types:** Chrysotile 14.3 % **Other Material:** Non-fibrous 85.7%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.053.001; Rotterdam Court Feasibility Study; Asbestos Investigation - Building: 369 Duanesburg Rd

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
W SHINGLE-8-2 8 **Location:** Bulk Sample	224022561-06		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
CT-9-1 9 **Location:** Bulk Sample	224022561-07	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: White/Beige, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 41.6%			
CT-9-2 9 **Location:** Bulk Sample	224022561-08	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: White/Beige, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 44.5%			
CT-9-3 9 **Location:** Bulk Sample	224022561-09	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: White/Beige, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 34.9%			
CT-10-1 10 **Location:** Bulk Sample	224022561-10	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: White/Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 27.3%			
CT-10-2 10 **Location:** Bulk Sample	224022561-11	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: White/Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 29.3%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.053.001; Rotterdam Court Feasibility Study; Asbestos Investigation - Building: 369 Duanesburg Rd

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CT-10-3 10 **Location:** Bulk Sample	224022561-12	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: White/Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 27.4%			
CT-10-4 10 **Location:** Bulk Sample	224022561-13	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: White/Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 14.9%			
WB-11-1 11 **Location:** Bulk Sample	224022561-14	***No***	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 02/22/24
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 97%, Non-fibrous 3%			
WB-11-2 11 **Location:** Bulk Sample	224022561-15	***No***	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 02/22/24
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 98%, Non-fibrous 2%			
WB-12-1 12 **Location:** Bulk Sample	224022561-16	***No***	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 02/22/24
Analyst Description: White/Brown, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 70%, Non-fibrous 30%			
WB-12-2 12 **Location:** Bulk Sample	224022561-17	***No***	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 02/22/24
Analyst Description: White/Brown, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 90%, Non-fibrous 10%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.053.001; Rotterdam Court Feasibility Study; Asbestos Investigation - Building: 369 Duanesburg Rd

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WB-12-3 12 **Location:** Bulk Sample	224022561-18	***No***	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 02/22/24
Analyst Description: White/Brown, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 80%, Non-fibrous 20%			
LVLER-15-1 15 **Location:** Bulk Sample	224022561-19	***No***	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 02/22/24
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose Trace, Non-fibrous 100%			
LVLER-15-2 15 **Location:** Bulk Sample	224022561-20	***No***	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 02/22/24
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose Trace, Non-fibrous 100%			
LVLER-15-3 15 **Location:** Bulk Sample	224022561-21	***No***	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 02/22/24
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose Trace, Non-fibrous 100%			
FT-2-1 2 **Location:** Bulk Sample	224022561-22	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.1%			
FT-2-2 2 **Location:** Bulk Sample	224022561-23	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 1.9%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.053.001; Rotterdam Court Feasibility Study; Asbestos Investigation - Building: 369 Duanesburg Rd

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
ROOF-3-1 3 **Location:** Bulk Sample	224022561-24	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Brown/Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 51.1%			
ROOF-3-2 3 **Location:** Bulk Sample	224022561-25	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Brown/Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 40.4%			
VB-4-1 4 **Location:** Bulk Sample	224022561-26	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 2.7%			
VB-4-2 4 **Location:** Bulk Sample	224022561-27	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 19%			
VB-5-1 5 **Location:** Bulk Sample	224022561-28	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 2.6%			
VB-5-2 5 **Location:** Bulk Sample	224022561-29	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 7.5%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.053.001; Rotterdam Court Feasibility Study; Asbestos Investigation - Building: 369 Duanesburg Rd

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
ROOF-6-1 6 **Location:** Bulk Sample	224022561-30	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 69.5%			
ROOF-6-2 6 **Location:** Bulk Sample	224022561-31	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 68.8%			
WVB-7-1 7 **Location:** Bulk Sample	224022561-32	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: White/Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.8%			
WVB-7-2 7 **Location:** Bulk Sample	224022561-33	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: White/Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 22.6%			
LNM-13-1 13 **Location:** Bulk Sample	224022561-34	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 7%			
LNM-13-2 13 **Location:** Bulk Sample	224022561-35	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.2%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.053.001; Rotterdam Court Feasibility Study; Asbestos Investigation - Building: 369 Duanesburg Rd

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
LNM-14-1 14 **Location:** Bulk Sample	224022561-36	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.1%			
LNM-14-2 14 **Location:** Bulk Sample	224022561-37	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.4%			
FL EPDXY-16-1 16 **Location:** Bulk Sample	224022561-38	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Off-White/Brown, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 33.6%			
FL EPDXY-16-2 16 **Location:** Bulk Sample	224022561-39	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Off-White/Brown, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 35.9%			
FELT-17-1 17 **Location:** Bulk Sample	224022561-40	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Black/Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 25.4%			
FELT-17-2 17 **Location:** Bulk Sample	224022561-41	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Black/Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 20.4%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.053.001; Rotterdam Court Feasibility Study; Asbestos Investigation - Building: 369 Duanesburg Rd

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-18-1 18 **Location:** Bulk Sample	224022561-42	***Yes***	1.7% [1] (ELAP 400 PC) by Valeriu Voicu on 02/22/24
Analyst Description: Black/Gray, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** Chrysotile 1.7 % **Other Material:** Non-fibrous 27.7%			
FT-18-2 18 **Location:** Bulk Sample	224022561-43		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
FTMAS-19-1 19 **Location:** Bulk Sample	224022561-44	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Black/Gray, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 63.1%			
FTMAS-19-2 19 **Location:** Bulk Sample	224022561-45	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Black/Gray, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 56%			
FT-20-1 20 **Location:** Bulk Sample	224022561-46	***Yes***	7.5% (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Maroon, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** Chrysotile 7.5 % **Other Material:** Non-fibrous 52.4%			
FT-20-2 20 **Location:** Bulk Sample	224022561-47		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.053.001; Rotterdam Court Feasibility Study; Asbestos Investigation - Building: 369 Duanesburg Rd

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FTMAS-21-1 21 **Location:** Bulk Sample	224022561-48	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 16.6%			
FTMAS-21-2 21 **Location:** Bulk Sample	224022561-49	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 02/22/24
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 29.8%			

Reporting Notes:

(1) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Valeriu Voicu
Date: 2/22/2024

Reviewed by: Karol H. Lu

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229915, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

Table I
Summary of Bulk Asbestos Analysis Results

904.053.001; Rotterdam Court Feasibility Study; Asbestos Investigation - Building: 369 Duanesburg Rd

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	WB-1-1	1	—	—	—	—	NAD	NA
Location: Bulk Sample								
02	WB-1-2	1	—	—	—	—	NAD	NA
Location: Bulk Sample								
03	WB-1-3	1	—	—	—	—	NAD	NA
Location: Bulk Sample								
04	WB-1-4	1	—	—	—	—	NAD	NA
Location: Bulk Sample								
05	W SHINGLE-8-1	8	—	—	—	—	Chrysotile 14.3	NA
Location: Bulk Sample								
06	W SHINGLE-8-2	8	—	—	—	—	NA/PS	NA
Location: Bulk Sample								
07	CT-9-1	9	0.161	26.4	32.0	41.6	NAD	NAD
Location: Bulk Sample								
08	CT-9-2	9	0.086	23.0	32.5	44.5	NAD	NAD
Location: Bulk Sample								
09	CT-9-3	9	0.101	25.7	39.4	34.9	NAD	NAD
Location: Bulk Sample								
10	CT-10-1	10	0.139	50.9	21.8	27.3	NAD	NAD
Location: Bulk Sample								
11	CT-10-2	10	0.210	48.9	21.8	29.3	NAD	NAD
Location: Bulk Sample								
12	CT-10-3	10	0.223	52.0	20.6	27.4	NAD	NAD
Location: Bulk Sample								
13	CT-10-4	10	0.195	62.3	22.8	14.9	NAD	NAD
Location: Bulk Sample								
14	WB-11-1	11	—	—	—	—	NAD	NA
Location: Bulk Sample								
15	WB-11-2	11	—	—	—	—	NAD	NA
Location: Bulk Sample								
16	WB-12-1	12	—	—	—	—	NAD	NA
Location: Bulk Sample								

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

904.053.001; Rotterdam Court Feasibility Study; Asbestos Investigation - Building: 369 Duanesburg Rd

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	WB-12-2	12	---	---	---	---	NAD	NA
Location: Bulk Sample								
18	WB-12-3	12	---	---	---	---	NAD	NA
Location: Bulk Sample								
19	LVLER-15-1	15	---	---	---	---	NAD	NA
Location: Bulk Sample								
20	LVLER-15-2	15	---	---	---	---	NAD	NA
Location: Bulk Sample								
21	LVLER-15-3	15	---	---	---	---	NAD	NA
Location: Bulk Sample								
22	FT-2-1	2	0.264	29.9	67.0	3.1	NAD	NAD
Location: Bulk Sample								
23	FT-2-2	2	0.291	31.5	66.5	1.9	NAD	NAD
Location: Bulk Sample								
24	ROOF-3-1	3	0.442	45.2	3.7	51.1	NAD	NAD
Location: Bulk Sample								
25	ROOF-3-2	3	0.366	52.5	7.1	40.4	NAD	NAD
Location: Bulk Sample								
26	VB-4-1	4	0.202	96.0	1.3	2.7	NAD	NAD
Location: Bulk Sample								
27	VB-4-2	4	0.386	58.4	22.6	19.0	NAD	NAD
Location: Bulk Sample								
28	VB-5-1	5	0.202	59.1	38.3	2.6	NAD	NAD
Location: Bulk Sample								
29	VB-5-2	5	0.307	57.1	35.4	7.5	NAD	NAD
Location: Bulk Sample								
30	ROOF-6-1	6	0.329	24.0	6.4	69.5	NAD	NAD
Location: Bulk Sample								
31	ROOF-6-2	6	0.224	24.9	6.3	68.8	NAD	NAD
Location: Bulk Sample								
32	WVB-7-1	7	0.227	86.0	4.2	9.8	NAD	NAD
Location: Bulk Sample								

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

904.053.001; Rotterdam Court Feasibility Study; Asbestos Investigation - Building: 369 Duanesburg Rd

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
33	WVB-7-2	7	0.238	71.8	5.6	22.6	NAD	NAD
Location: Bulk Sample								
34	LNM-13-1	13	0.212	29.3	63.7	7.0	NAD	NAD
Location: Bulk Sample								
35	LNM-13-2	13	0.263	31.4	64.4	4.2	NAD	NAD
Location: Bulk Sample								
36	LNM-14-1	14	0.155	82.9	13.0	4.1	NAD	NAD
Location: Bulk Sample								
37	LNM-14-2	14	0.150	82.3	13.3	4.4	NAD	NAD
Location: Bulk Sample								
38	FL EPDXY-16-1	16	0.126	47.7	18.7	33.6	NAD	NAD
Location: Bulk Sample								
39	FL EPDXY-16-2	16	0.097	49.0	15.1	35.9	NAD	NAD
Location: Bulk Sample								
40	FELT-17-1	17	0.161	65.3	9.3	25.4	NAD	NAD
Location: Bulk Sample								
41	FELT-17-2	17	0.278	67.3	12.3	20.4	NAD	NAD
Location: Bulk Sample								
42	FT-18-1	18	0.409	26.7	43.8	27.7	Chrysotile 1.7	NA
Location: Bulk Sample								
43	FT-18-2	18	0.252	30.4	65.0	4.7	NA/PS	NA
Location: Bulk Sample								
44	FTMAS-19-1	19	0.261	23.3	13.6	63.1	NAD	NAD
Location: Bulk Sample								
45	FTMAS-19-2	19	0.122	27.2	16.9	56.0	NAD	NAD
Location: Bulk Sample								
46	FT-20-1	20	0.314	26.2	13.9	52.4	Chrysotile 7.5	NA
Location: Bulk Sample								
47	FT-20-2	20	0.280	25.9	24.6	49.4	NA/PS	NA
Location: Bulk Sample								
48	FTMAS-21-1	21	0.149	75.2	8.3	16.6	NAD	NAD
Location: Bulk Sample								

See Reporting notes on last page

Client Name: Barton & Loguidice, D.P.C.

Table I
Summary of Bulk Asbestos Analysis Results

904.053.001; Rotterdam Court Feasibility Study; Asbestos Investigation - Building: 369 Duanesburg Rd

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
49	FTMAS-21-2	21	0.127	62.1	8.1	29.8	NAD	NAD
Location: Bulk Sample								

Analyzed by: Khaalid W. Perine
Date: 2/23/2024

Reviewed by: Karol H. Lu

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Barton & Loguidice

Asbestos Bulk Sample Chain-of-Custody

10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Court Feasibility Study**
Asbestos Investigation
Building: 369 Duanesburg Rd

Project No.: **904.053.001**
Date Sampled: **2/19/2024**
Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Medium	Analysis Required	Method Reference
WB-1-1	2/19/2024	BULK	% Asbestos	PLM
WB-1-2	2/19/2024	BULK	% Asbestos	PLM
WB-1-3	2/19/2024	BULK	% Asbestos	PLM
WB-1-4	2/19/2024	BULK	% Asbestos	PLM
W SHINGLE-8-1	2/19/2024	BULK	% Asbestos	PLM
W SHINGLE-8-2	2/19/2024	BULK	% Asbestos	PLM
CT-9-1	2/19/2024	BULK	% Asbestos	PLM
CT-9-2	2/19/2024	BULK	% Asbestos	PLM
CT-9-3	2/19/2024	BULK	% Asbestos	PLM
CT-10-1	2/19/2024	BULK	% Asbestos	PLM
CT-10-2	2/19/2024	BULK	% Asbestos	PLM
CT-10-3	2/19/2024	BULK	% Asbestos	PLM
CT-10-4	2/19/2024	BULK	% Asbestos	PLM
WB-11-1	2/19/2024	BULK	% Asbestos	PLM

Written: **Stop at first positive (> than 1% asbestos) in each triplicate sample series.**
Prices as per agreement.

Report Results to:

E-mail: **John Rigge** **TAT: 72RS** jrigge@bartonandloguidice.com
Sebastian Reeves sreeves@bartonandloguidice.com
Written: John Rigge 10 calendar days
Invoice: John Rigge 10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		2/19/24
Received by Lab.:		2/20/24 10:45
Received by Analyst:	2/22/24	19122 2/23/24 0140

2240225 61

Barton & Loguidice

Asbestos Bulk Sample Chain-of-Custody
10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Court Feasibility Study**
Asbestos Investigation
Building: 369 Duanesburg Rd

Project No.: **904.053.001**
Date Sampled: **2/19/2024**
Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Medium	Analysis Required	Method Reference
WB-11-2	2/19/2024	BULK	% Asbestos	PLM
WB-12-1	2/19/2024	BULK	% Asbestos	PLM
WB-12-2	2/19/2024	BULK	% Asbestos	PLM
WB-12-3	2/19/2024	BULK	% Asbestos	PLM
LVLER-15-1	2/19/2024	BULK	% Asbestos	PLM
LVLER-15-2	2/19/2024	BULK	% Asbestos	PLM
LVLER-15-3	2/19/2024	BULK	% Asbestos	PLM
	2/19/2024	BULK	% Asbestos	PLM
	2/19/2024	BULK	% Asbestos	PLM
	2/19/2024	BULK	% Asbestos	PLM
	2/19/2024	BULK	% Asbestos	PLM
	2/19/2024	BULK	% Asbestos	PLM
	2/19/2024	BULK	% Asbestos	PLM
	2/19/2024	BULK	% Asbestos	PLM

Comments: **Stop at first positive (> than 1% asbestos) in each triplicate sample series.**
Prices as per agreement.

Report Results to:

E-mail:	**John Rigge**	**TAT: 72RS**	jrigge@bartonandloguidice.com
	Sebastian Reeves		sreeves@bartonandloguidice.com
Written:	John Rigge		10 calendar days
Invoice:	John Rigge		10 calendar days

Chain-of-Custody:	Signature		Date
Relinquished by:			2/19/24
Received by Lab.:	Burnett		2/20/24 10:45
Received by Analyst:		2/22/24	19:22
			2/23/24 0140

2240225 61

Barton & Loguidice

Asbestos Bulk Sample Chain-of-Custody

10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Court Feasibility Study**
Asbestos Investigation
Building: Headworks - Building 18

Project No.: **904.053.001**
Date Sampled: **2/19/2024**
Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Medium	Analysis Required	Method Reference
FT-2-1	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
FT-2-2	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
ROOF-3-1	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
ROOF-3-2	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
VB-4-1	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
VB-4-2	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
VB-5-1	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
VB-5-2	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
ROOF-6-1	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
ROOF-6-2	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
WVB-7-1	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
WVB-7-2	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
LNM-13-1	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
LNM-13-2	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM

Comments: **Advance to TEM if PLM result is 1% asbestos or less.**
Stop at first positive in each sample set.

Report Results to:

E-mail:	**John Rigge**	**TAT: 72RS**	jrigge@bartonandloguidice.com
	Sebastian Reeves		sreeves@bartonandloguidice.com
Written:	John Rigge		10 calendar days
Invoice:	John Rigge		10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		2/19/24
Received by Lab.:	Jollenbeck	2/20/24 10:45
Received by Analyst:	2/22/24	19:22 2/23/24 0140

2240225 61

Barton & Loguidice

Asbestos Bulk Sample Chain-of-Custody
10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Court Feasibility Study**
Asbestos Investigation
Building: Headworks - Building 18

Project No.: **904.053.001**
Date Sampled: **2/19/2024**
Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Medium	Analysis Required	Method Reference
LNM-14-1	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
LNM-14-2	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
FL EPOXY-16-1	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
FL EPOXY-16-2	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
FELT-17-1	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
FELT-17-2	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
FT-18-1	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
FT-18-2	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
FTMAS-19-1	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
FTMAS-19-2	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
FT-20-1	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
FT-20-2	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
FTMAS-21-1	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM
FTMAS-21-2	2/19/2024	BULK (NOB)	% Asbestos	PLM grav. / TEM

Comments: **Advance to TEM if PLM result is 1% asbestos or less.**
Stop at first positive in each sample set.

Report Results to:

E-mail:	**John Rigge**	**TAT: 72RS**	jrigge@bartonandloguidice.com
	Sebastian Reeves		sreeves@bartonandloguidice.com
Written:	John Rigge		10 calendar days
Invoice:	John Rigge		10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		2/19/24
Received by Lab.:	S. Wareham	2/20/24 10:45
Received by Analyst:	2/22/24	1 9:21 2/23/24 0140

2240225 61

PHOENIX
Environmental Laboratories, Inc.

Thursday, February 22, 2024

Attn: John Rigge
Barton & Loguidice, D.P.C.
443 Electronics Parkway
Liverpool, NY 13088

Project ID: ROTTERDAM COURT FEASIBILITY STUDY
SDG ID: GCQ10103
Sample ID#s: CQ10103 - CQ10107

This laboratory is in compliance with the NELAC requirements of procedures used except where indicated.

This report contains results for the parameters tested, under the sampling conditions described on the Chain Of Custody, as received by the laboratory. This report is incomplete unless all pages indicated in the pagination at the bottom of the page are included.

A scanned version of the COC form accompanies the analytical report and is an exact duplicate of the original.

If you are the client above and have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext.200. The contents of this report cannot be discussed with anyone other than the client listed above without their written consent.

Sincerely yours,

Phyllis Shiller

Phyllis Shiller
Laboratory Director

NELAC - #NY11301
CT Lab Registration #PH-0618
MA Lab Registration #M-CT007
ME Lab Registration #CT-007
NH Lab Registration #213693-A,B
NJ Lab Registration #CT-003
NY Lab Registration #11301
PA Lab Registration #68-03530
RI Lab Registration #63
VT Lab Registration #VT11301

PHOENIX
Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102 Fax (860) 645-0823

ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

Sample Id Cross Reference

February 22, 2024

SDG I.D.: GCQ10103

Project ID: ROTTERDAM COURT FEASIBILITY STUDY

Client Id	Lab Id	Matrix
WHITE-1	CQ10103	BULK
WHITE-2	CQ10104	BULK
RED-3	CQ10105	BULK
WHITE-4	CQ10106	BULK
WHITE-5	CQ10107	BULK

PHOENIX
Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102 Fax (860) 645-0823

ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

Analysis Report

February 22, 2024

FOR: Attn: John Rigge
Barton & Loguidice, D.P.C.
443 Electronics Parkway
Liverpool, NY 13088

Sample Information		Custody Information		Date	Time
Matrix:	BULK	Collected by:	SLR	02/19/24	
Location Code:	BARTLOG	Received by:	SR1	02/20/24	10:10
Rush Request:	5 Day	Analyzed by:	see "By" below		
P.O.#:	904.053.001				

Laboratory Data

SDG ID: GCQ10103
Phoenix ID: CQ10103

Project ID: ROTTERDAM COURT FEASIBILITY STUDY
Client ID: WHITE-1

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Lead	< 0.0034	0.0034	%	1	02/21/24	TH	SW6010D
Total Metals Digest	Completed				02/20/24	J/AG	SW3050B

RL/PQL=Reporting/Practical Quantitation Level (Equivalent to NELAC LOQ, Limit of Quantitation) ND=Not Detected at RL/PQL
BRL=Below Reporting Level L=Biased Low

Comments:

If you are the client above and have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext.200.
The contents of this report cannot be discussed with anyone other than the client listed above without their written consent.

Phyllis Shiller, Laboratory Director
February 22, 2024
Reviewed and Released by: Anil Makol, Project Manager

PHOENIX
Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102 Fax (860) 645-0823

ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

Analysis Report

February 22, 2024

FOR: Attn: John Rigge
Barton & Loguidice, D.P.C.
443 Electronics Parkway
Liverpool, NY 13088

Sample Information		Custody Information		Date	Time
Matrix:	BULK	Collected by:	SLR	02/19/24	
Location Code:	BARTLOG	Received by:	SR1	02/20/24	10:10
Rush Request:	5 Day	Analyzed by:	see "By" below		
P.O.#:	904.053.001				

Laboratory Data

SDG ID: GCQ10103
Phoenix ID: CQ10104

Project ID: ROTTERDAM COURT FEASIBILITY STUDY
Client ID: WHITE-2

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Lead	1.98	0.0045	%	1	02/21/24	TH	SW6010D
Total Metals Digest	Completed				02/20/24	J/AG	SW3050B

RL/PQL=Reporting/Practical Quantitation Level (Equivalent to NELAC LOQ, Limit of Quantitation) ND=Not Detected at RL/PQL
BRL=Below Reporting Level L=Biased Low

Comments:

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Phyllis Shiller, Laboratory Director
February 22, 2024
Reviewed and Released by: Anil Makol, Project Manager

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ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

Analysis Report

February 22, 2024

FOR: Attn: John Rigge
Barton & Loguidice, D.P.C.
443 Electronics Parkway
Liverpool, NY 13088

Sample Information		Custody Information		Date	Time
Matrix:	BULK	Collected by:	SLR	02/19/24	
Location Code:	BARTLOG	Received by:	SR1	02/20/24	10:10
Rush Request:	5 Day	Analyzed by:	see "By" below		
P.O.#:	904.053.001				

Laboratory Data

SDG ID: GCQ10103
Phoenix ID: CQ10105

Project ID: ROTTERDAM COURT FEASIBILITY STUDY
Client ID: RED-3

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Lead	0.0175	0.0035	%	1	02/21/24	TH	SW6010D
Total Metals Digest	Completed				02/20/24	J/AG	SW3050B

RL/PQL=Reporting/Practical Quantitation Level (Equivalent to NELAC LOQ, Limit of Quantitation) ND=Not Detected at RL/PQL
BRL=Below Reporting Level L=Biased Low

Comments:

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Phyllis Shiller, Laboratory Director
February 22, 2024
Reviewed and Released by: Anil Makol, Project Manager

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ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

Analysis Report

February 22, 2024

FOR: Attn: John Rigge
Barton & Loguidice, D.P.C.
443 Electronics Parkway
Liverpool, NY 13088

Sample Information		Custody Information		Date	Time
Matrix:	BULK	Collected by:	SLR	02/19/24	
Location Code:	BARTLOG	Received by:	SR1	02/20/24	10:10
Rush Request:	5 Day	Analyzed by:	see "By" below		
P.O.#:	904.053.001				

Laboratory Data

SDG ID: GCQ10103
Phoenix ID: CQ10106

Project ID: ROTTERDAM COURT FEASIBILITY STUDY
Client ID: WHITE-4

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Lead	0.0155	0.0038	%	1	02/21/24	TH	SW6010D
Total Metals Digest	Completed				02/20/24	J/AG	SW3050B

RL/PQL=Reporting/Practical Quantitation Level (Equivalent to NELAC LOQ, Limit of Quantitation) ND=Not Detected at RL/PQL
BRL=Below Reporting Level L=Biased Low

Comments:

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Phyllis Shiller, Laboratory Director
February 22, 2024
Reviewed and Released by: Anil Makol, Project Manager

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ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

Analysis Report

February 22, 2024

FOR: Attn: John Rigge
Barton & Loguidice, D.P.C.
443 Electronics Parkway
Liverpool, NY 13088

Sample Information		Custody Information		Date	Time
Matrix:	BULK	Collected by:	SLR	02/19/24	
Location Code:	BARTLOG	Received by:	SR1	02/20/24	10:10
Rush Request:	5 Day	Analyzed by:	see "By" below		
P.O.#:	904.053.001				

Laboratory Data

SDG ID: GCQ10103
Phoenix ID: CQ10107

Project ID: ROTTERDAM COURT FEASIBILITY STUDY
Client ID: WHITE-5

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Lead	0.378	0.0022	%	1	02/21/24	TH	SW6010D
Total Metals Digest	Completed				02/20/24	J/AG	SW3050B

RL/PQL=Reporting/Practical Quantitation Level (Equivalent to NELAC LOQ, Limit of Quantitation) ND=Not Detected at RL/PQL
BRL=Below Reporting Level L=Biased Low

Comments:

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Phyllis Shiller, Laboratory Director
February 22, 2024
Reviewed and Released by: Anil Makol, Project Manager

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Tel. (860) 645-1102

ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

QA/QC Report

February 22, 2024

QA/QC Data

SDG I.D.: GCQ10103

Parameter	Blank	Blk RL	Sample Result	Dup Result	Dup RPD	LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
QA/QC Batch 718931 (mg/kg), QC Sample No: CQ09880 (CQ10103, CQ10104, CQ10105, CQ10106, CQ10107)													
ICP Metals - Soil													
Lead	BRL	0.33	9.54	7.83	19.7	115	110	4.4	115			75 - 125	35

Comment:

Additional Criteria: LCS acceptance range is 80-120% MS acceptance range 75-125%.

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

RPD - Relative Percent Difference
LCS - Laboratory Control Sample
LCSD - Laboratory Control Sample Duplicate
MS - Matrix Spike
MS Dup - Matrix Spike Duplicate
NC - No Criteria
Intf - Interference

Phyllis Shiller, Laboratory Director
February 22, 2024

Thursday, February 22, 2024

Criteria: None

State: NY

Sample Criteria Exceedances Report

GCQ10103 - BARTLOG

SampNo	Acode	Phoenix Analyte	Criteria	Result	RL	Criteria	RL Criteria	Analysis Units

*** No Data to Display ***

Phoenix Laboratories does not assume responsibility for the data contained in this exceedance report. It is provided as an additional tool to identify requested criteria exceedences. All efforts are made to ensure the accuracy of the data (obtained from appropriate agencies). A lack of exceedence information does not necessarily suggest conformance to the criteria. It is ultimately the site professional's responsibility to determine appropriate compliance.

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NY # 11301

Analysis Comments

February 22, 2024 SDG I.D.: GCQ10103

The following analysis comments are made regarding exceptions to criteria not already noted in the Analysis Report or QA/QC Report: None.

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NY # 11301

NY Temperature Narration

February 22, 2024

SDG I.D.: GCQ10103

The samples in this delivery group were received at 18.6°C.
(Note acceptance criteria for relevant matrices is above freezing up to 6°C)

18.6 ONC

Barton & Loguidice

Paint Chip Bulk Sample Chain-of-Custody
10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project:	**Rotterdam Court Feasibility Study**	Project No.:	**904.053.001**
	Lead Based Paint Assessment	Date Sampled:	**2/19/2024**
	Building: 369 Duanesburg Rd	Sampled by:	**SLR**

	Sample Identification	Date Sampled	Sample Area	Analysis Required	Method Reference
10103	WHITE-1	2/19/2024	Int. garage sheetrock	Percent by Weight	AAS
10104	WHITE-2	2/19/2024	Ext. Garage siding	Percent by Weight	AAS
10105	RED-3	2/19/2024	Ext. Garage trim	Percent by Weight	AAS
10106	WHITE-4	2/19/2024	Ext. siding	Percent by Weight	AAS
10107	WHITE-5	2/19/2024	Int. walls throughout	Percent by Weight	AAS
				Percent by Weight	AAS
				Percent by Weight	AAS
				Percent by Weight	AAS
				Percent by Weight	AAS
				Percent by Weight	AAS
				Percent by Weight	AAS
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				Percent by Weight	AAS
				Percent by Weight	AAS

Comments:

Report Results to:

E-mail:	**John Rigge**	**TAT: 5-Day Standard**	jrigge@bartonandloguidice.com
	Sebastian Reeves		sreeves@bartonandloguidice.com
Written:	**John Rigge**		10 calendar days
Invoice:	**John Rigge**		10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		2/19/24
Received by Lab.:		2/20/24 10:10
Received by Analyst:		

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listen
The power to
solve℠

Barton & Loguidice

www.bartonandloguidice.com

APPENDIX B – Specifications

SECTION 02 83 00

HANDLING AND DISPOSAL OF LEAD

PART 1 - GENERAL

1.01 SUMMARY OF WORK

A. Demolition activities for the completion of work at 369 Duanesburg Road, Town of Rotterdam, New York will disturb surfaces containing lead, creating the potential for lead exposure to workers. The Contractor shall comply with the conditions specified herein. The Occupational Safety and Health Administration (OSHA) regulates occupational exposure to lead under 29 CFR 1926.62, the Lead in Construction Standard. Any contractor disturbing painted surfaces shall comply with all the requirements of 29 CFR 1926.62 and this Specification. The intent is for the Contractor to protect their workers from exposure to lead during demolition activities that disturb lead. Contractors must also comply with the provisions of the US EPA Lead Renovation, Repair, and Painting, as applicable.

B. The Contractor shall provide labor, materials, tools, equipment and services necessary to protect workers and building occupants from lead exposure.

C. New York State Department of Environmental Conservation (NYSDEC) requires that lead containing loose and peeling paint, be disposed of as either industrial or hazardous waste, based on results of a Toxicity Characteristic Leaching Procedure (TCLP) Test. Loose and peeling paint cannot be treated as construction and demolition debris.

D. Contractor shall assume for the purposes of Bidding that all paint requiring removal is a hazardous waste and base their Bid accordingly. The Contractor is responsible for all laboratory analyses and costs required for waste characterization and disposal.

E. Work disturbing lead-based paint (LBP) shall be completed ancillary to work performed by others and is to be coordinated with the Owner's representative. Exact quantities of paint to be impacted shall be determined by the Contractor at the time of Bidding, as paint conditions are subject to change. Contractor must satisfy themselves as to the quantity of waste requiring removal and disposal and base their Bid accordingly.

F. All work shall be performed in accordance with this specification and federal and state regulations. Sweeping of debris will not be permitted. Debris must be picked up using a self-contained vacuum system designed to evacuate wet or dry materials in an enclosed, controlled environment.

G. Waste material shall be handled, containerized, transported, and disposed of in accordance with federal, state, and local regulations.

1.02 APPLICABLE REGULATIONS

A. The Contractor shall conduct work in a manner to ensure compliance with all applicable codes, rules, and regulations including but not limited to;

Worker Protection / Building Occupant Protection
Occupational Safety and Health Administration
29 CFR 1926.59, Hazard Communication
29 CFR 1910.134, Respiratory Protection Standard
29 CFR 1926.20, General Safety and Health Provisions
29CFR 1926.62, Lead Exposure in Construction
29CFR 1910.94 and 1926.57, Ventilation

Department of Housing and Urban Development
24 CFR Parts 35, 36, 37- HUD Lead-Based Paint Regulations
HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing

Ambient Air Quality
Environmental Protection Agency
40 CFR 50.6 National Primary and Secondary Ambient Air Quality Standards for Particulate Matter

Water Quality
Environmental Protection Agency
40 CFR 122, Administered Permit Programs; The National Pollutant Discharge Elimination System

Waste Disposal
40 CFR 261, Identification and Listing of Hazardous Waste
40 CFR 262, Standards Applicable to Generators of Hazardous Waste
40 CFR 263, Standards Application to Transporters of Hazardous Waste
New York State Department of Environmental Conservation (NYSDEC), Title 6, Part 363-7, 364, and 370-374.

B. In addition to the requirements listed in this Specification, the abatement Contractor shall, at Contractor's own cost and expense, comply with all laws, ordinances, rules, and regulations of federal, state, regional, and local authorities regarding handling and storing of lead waste material.

C. Contractor shall be familiar with the documents referenced below and conform to their guidelines and all other applicable guidelines and requirements of the project.

1. U.S. Department of Labor, Occupational Safety and Health Administration
   PUB 3126 - Working with Lead in the Construction Industry
2. U.S. Department of Housing and Urban Development- Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, June 1995.

D. The Contractor shall possess the following license and licensed personnel, as applicable, for work considered lead abatement according to 40 CFR 745.

1. Environmental Protection Agency (EPA) Firm Certification to Conduct Lead-Based Paint Activities.

2. Personnel possessing EPA Certifications in Lead-Based Paint Abatement Supervisor and Lead-Based Paint Abatement Worker, as applicable.

E. EPA Lead Renovation, Repair, and Painting - This regulation applies to child (less than 6 years of age) occupied facilities constructed before 1978. Affected painted surfaces must contain **1.0 mg/cm^2 or greater** lead content to be covered by this regulation. Additionally, disturbances of less than 6 sq. ft. per room interior and 20 sq. ft. exterior are excluded.

1.03 LEAD HAZARD

A. Specific work practices may release lead in the form of dust, fumes or mists into the air or onto surrounding surfaces. Only the Contractor can reduce the potential for exposure.

B. Lead is a toxic substance which may enter the body by breathing or swallowing lead dusts, fumes or mists. If food, cigarettes, or the hands have lead on them, lead may be ingested or inhaled. Once in the body, lead enters the bloodstream and may be carried to all parts of the body. The body can eliminate some of this lead, but if there is continued lead exposure, the body absorbs and stores more lead than it can eliminate. This stored lead may cause irreversible damage to cells, organs, and whole body systems. After exposure stops, it takes months, or even years, for all lead to be removed from the body.

C. Exposure to lead may affect each person differently. Even before symptoms appear, lead may cause unseen injury to the body. During early stages of lead poisoning, mild symptoms may be overlooked as everyday medical complaints, including:

Loss of appetite	Joint and muscle aches
Trouble sleeping	Metallic taste
Irritability	Decreased sex drive
Fatigue	Lack of concentration
Headache	Moodiness

D. Brief intense exposure or prolonged overexposure may result in severe damage to the blood-forming, nervous, urinary and reproductive systems. Some noticeable medical problems include:

Stomach pains	Tremors
Weakness of Extremities	Convulsions or seizures
High blood pressure	Anemia
Nausea	Constipation or diarrhea

E. Contractor's supervisor must be training to recognize all these symptoms. If a worker develops such symptoms, the worker shall not be allowed in the removal areas until a physician performs blood lead sampling and determines that the worker is not suffering from lead exposure.

1.04 GENERAL REQUIREMENTS

A. The following general requirements apply for the project and include, but are not necessarily limited to the following:

- Respiratory and personnel protection
- Medical examinations
- One temporary shower/washroom facility with storage area for personnel belongings
- Provisions of hot and cold running water for shower
- Use of engineering controls as necessary
- Collection and disposal of all loose and peeling paint as hazardous waste

PART 2 - SUBMITTALS

2.01 PRECONSTRUCTION: Prior to the start of construction, the Contractor shall submit the following should the Contractor's work require the disturbance and/or abatement of identified LBP materials.

A. WORKPLAN: Contractor shall submit a work plan for the lead work commensurate with the requirements of the OSHA Construction Standard and EPA, if applicable. Work plan shall additionally identify detailed aspects of how the Contractor will handle, containerize, transport, and dispose of materials.

B. EQUIPMENT: Submit manufacturer certifications and information for all equipment to be used on this project.

C. EMPLOYEES: Submit documentation that all employees performing abatement of lead materials have received appropriate medical examinations and have successfully passed a fit test for the respirator to be worn. Submit documentation that Contractor and employees comply with Article 1.2, Item D, of this Section.

D. DISPOSAL: Submit documentation that all required permits, disposal site locations, and arrangements for transportation and disposal of lead-contaminated waste have been obtained. Submit a written description and blank log forms for Contractor's waste manifest system. Submit the name and credentials for the independent laboratory performing TCLP testing on waste generated.

E. SIGNAGE: Submit samples of signs to be used at building entrances to comply with specifications and applicable regulations.

PART 3 - EXECUTION

3.01 BUILDING ISOLATION AND SIGNAGE

A. Only the Contractor, Owner's representative, and Owner's certified maintenance staff will be allowed in the areas where lead removal is occurring. Anyone entering the work area will don appropriate respiratory protection and disposable coveralls.

B. Warning signs shall comply with 29 CFR 1926.62 and applicable regulations.

3.02 REMOVAL OF LEAD

A. Contractor shall remove all loose and peeling paint from surfaces impacted by the demolition/renovation activities that have been identified as LBP. The Contractor shall investigate conditions and satisfy themselves as to the extent of work required prior to Bidding.

B. Contractor shall ensure that the paint that remains on the affected component(s) shall be sufficiently adhered to the substrate.

3.03 HANDLING AND DISPOSAL OF LEAD

A. Hazardous Waste
   1. Contractor shall follow all federal and state regulations for waste handling, containerizing, transporting, and disposing of hazardous waste.

2. Contractor shall remove paint waste from the building following Specification requirements. Waste shall be deposited directly into waste receptacles that will be used to transport the waste.
3. Contractor is responsible for providing all waste receptacles required for disposal. All waste temporarily stored on site shall be secured to prevent against unauthorized entry and vandalism. Contractor is responsible for all TCLP testing to properly classify the waste.
4. The Contractor shall establish a manifest system that meets federal and state regulations and accounts for all waste at all times.
5. The transporter must possess an approved EPA identification number. The appropriate NYS Hazardous waste manifest must be completed by the Contractor.
6. The Contractor shall provide the Owner with copies of the EPA ID number of the transporter, NYSDEC manifest form and written acknowledgement from the landfill that they are authorized by the EPA and the state where they are located, to accept and dispose of hazardous waste.
7. Final manifest and receipts must be provided to the Owner's representative within fourteen (14) days of the removal of waste from the site.

3.04 PROJECT CLOSEOUT

A. Prior to final payment, and before the issuance of a final certificate for payment in accordance with the provisions of the Contract Documents, Contractor shall comply with the following.
1. Contractor shall provide Building Owner with a written statement that loose and peeling paint has been removed from the required areas.
2. Provide copies of a physician's statement that workers pre-abatement and post-abatement medical tests have been performed.
3. Provide copies of all laboratory reports for air sampling and TCLP analyses.
4. Final disposal receipts for all waste.
5. Contractor shall have removed all equipment and materials applicable to the work from the site.

END OF SECTION

SECTION 02 82 00

REMOVAL AND DISPOSAL OF ASBESTOS

PART 1 - GENERAL

1.01 DESCRIPTION

A. This Section specifies the removal and disposal of asbestos-containing materials (ACM), and asbestos-contaminated materials to accommodate the demolition project located at 369 Duanesburg Road, Town of Rotterdam, New York.

1.02 WORK INCLUDED

A. The Contractor shall furnish all labor, materials, supervision, construction tools, and equipment necessary to perform the following work:
   1. Provide continuous on-site supervision by personnel knowledgeable in all aspects of asbestos removal and disposal.
   2. Provide and maintain environmental protective measures, equipment, and procedures at the work site.
   3. Provide and maintain personnel protective measures, equipment, and procedures at the work site.
   4. Provide and maintain personnel and waste decontamination facilities as required. Coordinate location of these facilities with Owner's personnel or representative.
   5. Package, transport, and dispose of all asbestos in accordance with all applicable federal, state, and local regulations.
   6. Contractor and their employees and Subcontractors shall cooperate with the Owner's site specific policies and procedures. Additionally, Contractor shall fully cooperate with designated representatives with regard to air monitoring and observation of procedures.
   7. Remove all ACM referenced within the Contract Documents. Removals include, but are not limited to, exterior cementitious shingles, 4"x 4" vinyl floor tile, 12"x 12" vinyl floor tile and wire insulation.
   8. The pre-renovation asbestos survey for the site has been included in Attachment A of this section.
   9. Contractor must investigate and be satisfied as to quantities and conditions, and base their Bid accordingly. Coordination of all removals with other trades, if necessary, shall be the responsibility of the Contractor.

1.03 RELATED WORK

A. Coordinate all removals with Owner, Construction Manager, Engineer, and other trades as applicable.

PART 2 - SUBMITTALS

2.01 BIDDING

A. At the time of Bidding, the Contractor shall provide evidence of the following:
   1. Contractor's NYSDOL Asbestos License.
   2. The Contractor shall submit a **notarized statement**, signed by an officer of the company, containing the following information:
      a. A record of any citations, penalties, orders to comply, notices of deficiency, or notices of violations, issued by federal, state, or local regulatory agencies, relating to asbestos abatement activity. Include projects, dates and resolutions.
      b. Situations in which an asbestos related contract has been terminated including projects, dates and reasons for terminations.
      c. A listing of any asbestos-related legal proceedings/claims in which the Contractor (or employees scheduled to participate in this project) have participated, or are currently involved. Include descriptions of role, issue and resolution to date.

2.02 PRIOR TO CONSTRUCTION

A. Prior to commencement of work, the Contractor shall submit the following:
   1. Abatement work plan, including the following:
      a. Phase, area, sequencing and timetable.
      b. Size, length and number of work shifts per day/per week.
      c. Mobilization schedule.
      d. Use of applicable variances or approved specific variances obtained by the Contractor if not using one already approved for this Project.
      e. Work plan shall additionally identify detailed aspects of how the Contractor will handle, containerize, transport, and dispose of materials.
   2. Satisfactory proof that written notification has been provided to the EPA regional office with jurisdiction over the project area in accordance with Title 40 CFR Part 61 Sub-parts A & M, National Emission Standards for Hazardous Air Pollutants, U.S. EPA, and the New York State Department of Labor in accordance with Part 56, Title 12 of the New York Code of Rules and Regulations.
   3. A written description and plan of an emergency alarm system which would alert workers in the work area to fire or other emergency situation.
   4. Documentation certifying that all employees have received appropriate medical examinations and have successfully passed a fit test for the respirator to be worn. As a minimum, medical exams must be consistent with requirements in OSHA Regulation 1926.1101.
   5. Provide copies of valid Asbestos Handling Certificates for all personnel demonstrating compliance with Code Rule Part 56, Title 12 of the New York State Department of Labor. Provide evidence of each employee's most recent training in accordance with federal regulations. All employees, including

independent air sampling technician, must have completed initial or applicable refresher training within one year of the dates of this work.

6. Written approval and/or permits, as necessary, from the local sanitary district office for the discharging of wastewater into the sanitary sewer system. Documentation must be submitted if permits are not required.
7. A written Hazard Communication Program that complies with the OSHA Regulation 29 CFR 1910.1200. Safety Data Sheets (OSHA Form 174 or equivalent) for all chemicals used during work performed under this Section.
8. A written description of plans for providing temporary power.
9. Manufacturers' certification that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to HEPA filtration requirements.
10. Manufacturers' certification for all materials used in the abatement project meet the requirements of these Specifications (as applicable).
11. A copy of the form(s) used by the Contractor for maintenance of waste shipment records in compliance with EPA NESHAPS regulations.

PART 3 - EXECUTION

3.01 REMOVAL OF ASBESTOS-CONTAINING MATERIALS

A. All asbestos abatement work to be conducted under this Contract shall be in compliance with, but not limited to, all Federal Regulations and Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (cited as 12 NYCRR Part 56), and Title 40 CFR Part 61 Sub-parts A & M, National Emission Standards for Hazardous Air Pollutants, and applicable local laws and regulations.

B. A site-specific removal variance has been obtained for this project. Contractor is responsible for obtaining any additional variance not issued to date that the Contractor determines may be applicable to the policies and procedures as set forth in Code Rule 12 NYCRR Part 56 to complete this work in an efficient and timely manner. Any variance obtained by the Contractor shall be reviewed and approved by the Owner/Engineer prior to use.

C. It is the responsibility of the Contractor to determine current waste handling, transportation, and disposal regulations for the work site and for each waste disposal landfill. The Contractor must comply fully with these regulations, all appropriate U.S. Department of Transportation, EPA, federal, state, and local entities' regulations and all other current legal requirements.

3.02 AIR MONITORING REQUIREMENTS

A. The Owner shall contract the services of an Independent Air Monitoring firm to conduct all air monitoring as required by NYSDOL Industrial Code Rule (ICR) 56.

B. Air Monitoring Tests: The Owner shall contract the services of an independent testing laboratory to perform air sample laboratory analysis. The laboratory shall use the methods described in standards referenced in ICR 56.

C. The Contractor shall be responsible to conduct all personal air sampling and analysis as required by the OSHA Construction Standard. All costs associated with these samples and analyses shall be assumed by the Contractor.

3.03 PROJECT MONITORING

A. The Owner reserves the right to hire an independent Project Monitor to advise the Owner in matters pertaining to the work performed in accordance with this Specification and related Specifications and requirements.

B. The Project Monitor is authorized by the Owner to have free access to all asbestos and related work areas, to assist in interpretation of procedures, and to advise on provisions of the Contract Documents pertaining to the control of asbestos and related work.

C. The Project Monitor may stop the Abatement Contractor's work if in the course of performing their monitoring duties, they observe an instance of non-conformance with the Contract Documents and/or a situation presenting a health hazard to workers or Owner's employees. Work shall not resume until corrective measures have been carried out.

D. Any stop work orders issued by the Owner or the Project Monitor pursuant to the above provisions will not be grounds for claims to be made by the Contractor for damages caused by the associated delay nor will it extend the Contract completion date.

E. The Project Monitor will act as the Owner's liaison in technical matters involving the work.

F. The Project Monitor's role in advising the Owner on environmental health matters does not relieve the Contractor's obligation to comply with all applicable health and safety regulations promulgated by the federal, state, and local governments.

G. When visual inspections are required, the Contractor shall notify the Owner and the Project Monitor 24 hours, excluding weekends and holidays, in advance of the day and time when the Contractor will be ready for such inspections.

3.04 PROJECT CLOSEOUT

A. Prior to the final payment, and before the issuance of a final certificate for payment in accordance with the provisions of the Contract Documents, Contractor shall comply with the requirements set forth herein.

B. The work under this Section shall include, but is not limited to, the execution of the following principal items as they apply to Prime Contractors for Project Closeout:
   1. Submittal of all waste shipment record forms signed by the Contractor, transporter, and landfill operator for each shipment of asbestos waste.
   2. Assurance, satisfactory to the Owner, that unsettled claims will be settled and that work not actually be completed and accepted will be completed without any undue delay.
   3. Provide Guarantees, Warrantees, and Bonds required by the General Conditions and any other extended guaranties or warranties stated in the Specifications.
   4. Temporary facilities, services, surplus materials, rubbish and similar appurtenances have been removed and/or restored.

END OF SECTION

RESOLUTION NO. 183.25

CALL FOR BIDS FOR 6.3MM POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING

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 6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 30th day of May 2025, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

6.3MM POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of 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., MAY 30, 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: May 14, 2025
BidNet: Please publish on May 15, 2025
Daily Gazette: Please publish once on May 16, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 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:	May 5, 2025
TO:	Town Board
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	Call for bids for 6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing
TOWN BOARD MEETING:	May 14, 2025
Background Information:	Every year road evaluations are conducted by the Highway Dept. to assess what roads need to be paved in the Town.
Evaluation/Analysis:	Proper bidding process
Recommendation(s):	Town Board to place on Bidnet
Attachment/Document(s):	Bid Package
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Town of Rotterdam

Highway Department
Request for Bids:

6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing

Bid Opening:
Friday, May 30, 2025
@ 10:00 a.m.
Rotterdam Town Hall

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on May 30, 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., May 30, 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.

GENERAL REQUIREMENTS:

1. It is the intent of this Request for Bids that all political subdivisions and districts be entitled to make purchase of materials, equipment, or supplies from the resulting bid award upon mutual agreement with the vendor.

2. Where contractor supplies labor, all New York State labor requirements, including Prevailing Wage Requirements shall be applicable and enforced. Weekly payroll sheets must be submitted prior to payment.

3. The contractor shall, at a minimum carry the following insurance coverage; Liability Insurance $1 million/occurrence and $2 million/aggregate; Automotive Coverage $1 million.; Certificate of Workers Compensation Insurance. Town of Rotterdam shall be named as additional insured. Proof of insurance must be submitted to the Town with bid package.

4. In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the TOWN all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the TOWN to procure a substitute contractor to satisfactorily complete the contract work.

5. The Contractor shall keep and supply a daily record of the weight of product applied by road name together with scale tickets by truck for aggregates utilized. This information shall be provided to the Highway Superintendent daily.

6. Bidder shall honor bid price for one (1) year from the date of the bid opening at the mutual consent of both the Town and the Contractor. With the mutual consent of both the Town and the Contractor, the term of the contract and/or bid price may be extended to a second and third year.

7. The asphalt prices are fixed and not subject to any formula as per the NYSDOT specifications.

8. Non-Appropriations Clause: Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Town for payment under this Agreement. The Town will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Town of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

9. Qualifications of Bidder: The Town may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish the Town, within five (5) days of a request, all such information requested to complete the investigation. Conditional bids will not be accepted.

10. Disqualifications

    a. Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the

necessary ability, plant, and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance, or completion of the work.

b. The Town reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

c. Bids may be considered irregular and may be subject to rejection for the following reasons:

   i. If the bid is on a form other than that furnished by the Town, is altered, or if any part of the bidding documents is detached.

   ii. If there are unauthorized additions conditions or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

11. Non-Collusive Bidding Certificate: All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate is required to be submitted with each bid on the form provided by the Town.

12. Bid Form

a. Bid form is attached hereto.

b. Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.

c. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

d. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

e. All names must be printed or typed below the signature.

f. The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).

g. The address to which communications regarding the bid are to be directed must be included on the Bid Form.

13. Bid Evaluation

a. Bids shall remain valid until:

i. The execution of a contract by the Town

ii. The award of a purchase order by the Town

iii. As otherwise rejected by the Town; or

iv. 45 days after bid opening

b. Bids received will be evaluated by the Town of Rotterdam and will be based, as a minimum, upon the following criteria:

i. Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;

ii. Completeness of the bid

14. Modification and Withdrawal of Bids

a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the matter that a bid must be executed) and delivered to the place where bids are to be submitted.

b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid.

15. Award of Bid

a. Award will be made as determined to be in the best interest of the Town.

b. All offers received shall be net cost to the Town. The Town shall not be responsible for any additional costs; including, but not limited to, overtime required by the vendor to meet the appropriate deadlines.

c. The apparent successful Bidder will be issued a Notice of Award in the form of a Town purchase order or contract. Purchase orders are issued with an expected term of thirty (30) days from receipt of all items.

d. The Town reserves the right to purchase items pursuant to General Municipal Law 104 from New York State Contracts, County Contracts, or New York State Preferred Sources within its discretion.

e. No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without prior written consent of the Town. In the event the contractor shall without prior written consent assign, transfer, convey, sublet, or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of an attachment against the Successful Bidder, the Town shall be relieved and discharges from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub leases shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

16. Delivery and Payment

a. All bid prices shall include freight and shall be quoted F.O.B. destination.

b. The Town of Rotterdam operates a formal Purchase Order System. Under NO circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor, who delivers items which are not ordered, or who duplicates or over ships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to the Town.

c. All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in the Bid Specifications or Summary Sheet, or as otherwise agreed upon between the vendor and the Town.

d. Orders will be placed on an "As Needed" basis by the Town. There will be no minimum order amounts required. Bids stipulating minimum quantity of dollar value orders may be rejected by the Town at its sole discretion.

e. Prior to payment, the items furnished and or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

f. THE TOWN IS NOT SUBJECT TO FEDERAL, STATE, OR LOCAL TAXES.

17. Indemnification: The successful bidder shall indemnify, save, and hold harmless the Town of Rotterdam, its officers, agents, servants, and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents, or employees.

18. Anti-Discrimination Clause

a. Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color, or national origin in employment of citizens upon public works, the Contractor agrees;

b. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation, or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work which the employment relates;

c. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin.

19. Iranian Energy Sector Divestment

a. Contractor/Proposer hereby represents that said Contractor/Proposer is familiar with the New York State General Municipal Law Section 103-g entitled: Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

i. Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.

ii. Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five (45) days or more if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

b. Any Contractor/Proposer who has undertaken any of the above is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

TOWN OF ROTTERDAM
SPECIFICATION PROPOSAL
6.3mm POLYMER-MODIFIED HOT MIX ASPHALT

It is the intent of this specification to describe the requirements for furnishing and applying 6.3mm Polymer-Modified Hot Mix Asphalt Treatment to the Town of Rotterdam and any other municipality.

DESCRIPTION:

This work shall consist of developing Polymer-Modified H.M.A. mixture using the Superpave Mix Design procedure detailed in NYSDOT Standard Specifications except as modified in these specifications. Polymer-Modified H.M.A pavement course shall be constructed in accordance with these specifications and in reasonably close conformity with the required lines, grades, thicknesses, and typical sections shown on the plans or established by the Highway Superintendent. This is a performance-based specification in which the Contractor is responsible for compacting the pavement to a specified density requirement. Written instructions for determining pavement density are available from the Regional Materials Engineer or the Director, Materials Bureau.

MATERIAL:

6.3 Polymer-Modified Mixture

The materials specification shall be as per special specification Item 402.06830318 provided herein. Plant production quality adjustment item does not apply.

TACK COAT:

The materials and composition for the above items shall meet the requirements specified in the N.Y.S. Department of Transportation Standard Specifications Construction and Materials, Item 407.0102 provided herein.

WEATHER LIMITATIONS:

Refer to the NYSDOT Standard specifications for weather limitations.

NOTIFICATION AND TRAFFIC CONTROL:

Town of Rotterdam will provide resident notification. Contractor will provide 72Hours notice prior to coming. Town of Rotterdam will provide traffic control.
Please see Highway Superintendent to Coordinate.

KEY-CUTS:

The successful bidder will be responsible for cutting of keyways/rebates at any and all existing pavement, intersections and or Driveways. All keyways to be 3-4 feet wide and taper from 0 inches to 1.5 inches minimum in depth to provide for a smooth transition between existing asphalt and new asphalt. Keyways/rebates are to be milled prior to the day of paving. Keyways/rebates are to be straight. Where applicable curves will be permitted. These locations are to be coordinated with the Highway Superintendent, no exceptions. Roadway side wings to be paved consistent with roadway paving.

The Town of Rotterdam will provide a Flagger for Keyway Cuts.

TOWN WILL NOT PROVIDE SWEEPER.

METHOD OF MEASUREMENT:

The quantity under this item will be the number of square yards completed and accepted in place. The width of the pavement course will be the width shown on the plans or as otherwise directed by the Highway Superintendent. The length will be measured along the center line of each roadway or ramp. The thickness of the pavement course shall be 1.25" (140lbs. per square yard.) The quantities may be adjusted for changes and thickness. As per the approval of the Highway Superintendent of the Town of Rotterdam.

BASIS OF PAYMENT:

The accepted quantities of 6.3mm Polymer-Modified Hot Mix asphalt pavement course will be paid for per ton per project. A project is defined as any work requiring a single mobilization. Price includes furnishing and installing a truing and leveling course as needed to fill depressions and promote positive drainage furnishing materials, equipment, labor, and tack coat, as required, and all incidentals necessary to complete this work. The Highway Superintendent determines the Minimum quantity of material needed as (square yard X Lbs. divided by 2000) but not exceed the total tonnage based off (square yard X Lbs. divided by 2000 plus 10%) the plan quantity, the contractor will be liable for overage. Town of Rotterdam will provide risers for manholes, catch basins, and water valves for the Contractor to install during paving.

NOTE:

The Asphalt Bid Price is fixed and is not subject to the formula as called for by the New York State Department of Transportation for the material purchased at the date of bid.

ADDITIONAL CONSTRUCTION:

The contract will contain a provision whereby the Town may order additional highway construction to be performed by the contractor during the 2025 paving season pursuant to and consistent with terms, conditions, and specification of the contract, provided the cost of the same is within the amount appropriated and provided for highway construction in 2025.

DAILY WEIGHT RECORD:

The Contractor shall keep and supply a daily record of the weight of product applied by road name together with scale tickets by truck for aggregates utilized. This information shall be provided to the Highway Superintendent daily.

TOWN OF ROTTERDAM
BID FORM
6.3MM Polymer-Modified Hot Mix Asphalt

Bidder will provide and install material for a price of:

Price per Ton

Town Roads $_____/ton

Roads to be Paved:

The Highway Superintendent of the Town of Rotterdam shall designate the specific Roads in the Town to be paved. Additional Roads may be added or deleted, contingent upon the bid results. All measurements provided by the town are only estimates and the contractor will be responsible for final measurements verified by the town.

Paving 2025 **Town of Rotterdam**

All road pricing will reflect the cost of paving cul de sac and side wings with transition of driveways, sidewalks, and intersections to be completed at time of paving.

POTENTIAL ROADS TO BE PAVED FOR 2025 ON FOLLOWING PAGE:

STREET	Length	Width	Square Foot	Square Yards	Start	End	Length	Width	Area (SY)	Tonnage	Cost Per Road
Horizon Blvd	3150	30	94500	10500.00	Dunnesville Rd	Loop					
Blue Bird Ln	610	30	18300	2033.33	Horizon Blvd	Loop					
Viewpointe Dr	1100	30	33000	3666.67	Horizon Blvd	Loop					
Vista Blvd	1960	30	58800	6533.33	Dunnesville Rd	Viewpointe Dr					
North Crest Ct	550	30	16500	1833.33	Vista Blvd	Loop					
Glen Mist Ct	550	30	16500	1833.33	Horizon Blvd	Loop					
Debbie Dr	1167	30	35010	3890.00	Donald Dr	Wendy Ct					
Dawn Dr	810	30	24300	2700.00	Horizon Blvd	Donald Dr					
Donald Dr	2100	30	63000	7000.00	Dawn Dr	Debbie Dr					
Shelly Ct	0	0	12678	1409.00	Debbie Dr	Cul De Sac					
Timmy Ct	300	30	9000	1000.00	Donald Dr	Loop					
Jenie Ct	0	0	11588	1313.00	Donald Dr	Cul De Sac					
Wendy Ct	760	30	22800	2533.33	Debbie Dr	Loop					
Caroline Dr	300	30	9000	1000.00	Wendy Ct	Gates Dr					
Gates Dr	1970	30	59100	6566.67	Sterling Rd	Sterling Rd					
Sterling Rd	1240	30	37200	4133.33	South Westcott Rd	Gates Dr					
Country Brook Ct	1750	35	61250	6805.56	Giffords Churches Rd	Giffords Churches Rd					
Maria Ct	1277	30	38310	4256.67	Giffords Churches Rd	Loop					
Whimple Rd	2500	20	50000	5555.56	Dunnesville Rd	Dead End					
Upper Gregg Rd	5600	20	112000	12444.44	Upper Greg @ 4032'	Dead End					

All MEASUREMENTS ARE ESTIMATES, CONTRACTOR IS RESPONISIBLE FOR CHECKING ROAD MEASUREMENTS.

PLEASE REFER TO PAGE 10 FOR TONNAGE FORMULA

TOWN OF ROTTERDAM
BID FORM CONTIUNED

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

6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing

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.

End Bid Form

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 certificating, 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:_____

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.

<u>New York State Division of Human Rights (DHR)</u>

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. 184.25

CALL FOR BIDS FOR SANDBORN ROAD TYPE 3 DENSE BINDER & 6.3MM POLYMER MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING

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 Sandborn Road Type 3 Dense Binder & 6.3mm Polymer Modified Hot Mix Asphalt Highway Resurfacing.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 30th day of May 2025, at 10:15 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

SANDBORN ROAD TYPE 3 DENSE BINDER & 6.3MM POLYMER MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING

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

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT 1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON BIDNET PRIOR TO 10:15 A.M., MAY 30, 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: May 14, 2025
BidNet: Please publish on May 15, 2025
Daily Gazette: Please publish once on May 16, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 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:	May 5, 2025
TO:	Town Board
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	Call for bids for SANDBORN ROAD TYPE 3 Dense Binder & 6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing
TOWN BOARD MEETING:	May 14, 2025
Background Information:	Every year road evaluations are conducted by the Highway Dept. to assess what roads need to be paved in the Town.
Evaluation/Analysis:	Proper bidding process
Recommendation(s):	Town Board to place on Bidnet
Attachment/Document(s):	Bid Package
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Town of Rotterdam

Highway Department
Request for Bids:

SANDBORN ROAD

TYPE 3 Dense Binder &

6.3mm Polymer-Modified Hot Mix

Asphalt Highway Resurfacing

Bid Opening:
Friday, May 30, 2025
@ 10:15 a.m.
Rotterdam Town Hall

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:15 a.m. on May 30, 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 **10:15 a.m., May 30, 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.

GENERAL REQUIREMENTS:

1. It is the intent of this Request for Bids that all political subdivisions and districts be entitled to make purchase of materials, equipment, or supplies from the resulting bid award upon mutual agreement with the vendor.

2. Where contractor supplies labor, all New York State labor requirements, including Prevailing Wage Requirements shall be applicable and enforced. Weekly payroll sheets must be submitted prior to payment.

3. The contractor shall, at a minimum carry the following insurance coverage; Liability Insurance $1 million/occurrence and $2 million/aggregate; Automotive Coverage $1 million.; Certificate of Workers Compensation Insurance. Town of Rotterdam shall be named as additional insured. Proof of insurance must be submitted to the Town with bid package.

4. In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the TOWN all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the TOWN to procure a substitute contractor to satisfactorily complete the contract work.

5. The Contractor shall keep and supply a daily record of the weight of product applied by road name together with scale tickets by truck for aggregates utilized. This information shall be provided to the Highway Superintendent daily.

6. Bidder shall honor bid price for one (1) year from the date of the bid opening at the mutual consent of both the Town and the Contractor. With the mutual consent of both the Town and the Contractor, the term of the contract and/or bid price may be extended to a second and third year.

7. The asphalt prices are fixed and not subject to any formula as per the NYSDOT specifications.

8. Non-Appropriations Clause: Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Town for payment under this Agreement. The Town will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Town of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

9. Qualifications of Bidder: The Town may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish the Town, within five (5) days of a request, all such information requested to complete the investigation. Conditional bids will not be accepted.

10. Disqualifications

    a. Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the

necessary ability, plant, and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance, or completion of the work.

b. The Town reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

c. Bids may be considered irregular and may be subject to rejection for the following reasons:

   i. If the bid is on a form other than that furnished by the Town, is altered, or if any part of the bidding documents is detached.

   ii. If there are unauthorized additions conditions or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

11. Non-Collusive Bidding Certificate: All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate is required to be submitted with each bid on the form provided by the Town.

12. Bid Form

a. Bid form is attached hereto.

b. Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.

c. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

d. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

e. All names must be printed or typed below the signature.

f. The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).

g. The address to which communications regarding the bid are to be directed must be included on the Bid Form.

13. Bid Evaluation

a. Bids shall remain valid until:

i. The execution of a contract by the Town

ii. The award of a purchase order by the Town

iii. As otherwise rejected by the Town; or

iv. 45 days after bid opening

b. Bids received will be evaluated by the Town of Rotterdam and will be based, as a minimum, upon the following criteria:

i. Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;

ii. Completeness of the bid

14. Modification and Withdrawal of Bids

a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the matter that a bid must be executed) and delivered to the place where bids are to be submitted.

b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid.

15. Award of Bid

a. Award will be made as determined to be in the best interest of the Town.

b. All offers received shall be net cost to the Town. The Town shall not be responsible for any additional costs; including, but not limited to, overtime required by the vendor to meet the appropriate deadlines.

c. The apparent successful Bidder will be issued a Notice of Award in the form of a Town purchase order or contract. Purchase orders are issued with an expected term of thirty (30) days from receipt of all items.

d. The Town reserves the right to purchase items pursuant to General Municipal Law 104 from New York State Contracts, County Contracts, or New York State Preferred Sources within its discretion.

e. No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without prior written consent of the Town. In the event the contractor shall without prior written consent assign, transfer, convey, sublet, or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of an attachment against the Successful Bidder, the Town shall be relieved and discharges from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub leases shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

16. Delivery and Payment

a. All bid prices shall include freight and shall be quoted F.O.B. destination.

b. The Town of Rotterdam operates a formal Purchase Order System. Under NO circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor, who delivers items which are not ordered, or who duplicates or over ships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to the Town.

c. All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in the Bid Specifications or Summary Sheet, or as otherwise agreed upon between the vendor and the Town.

d. Orders will be placed on an "As Needed" basis by the Town. There will be no minimum order amounts required. Bids stipulating minimum quantity of dollar value orders may be rejected by the Town at its sole discretion.

e. Prior to payment, the items furnished and or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

f. THE TOWN IS NOT SUBJECT TO FEDERAL, STATE, OR LOCAL TAXES.

17. Indemnification: The successful bidder shall indemnify, save, and hold harmless the Town of Rotterdam, its officers, agents, servants, and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents, or employees.

18. Anti-Discrimination Clause

a. Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color, or national origin in employment of citizens upon public works, the Contractor agrees;

b. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation, or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work which the employment relates;

c. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin.

19. Iranian Energy Sector Divestment

a. Contractor/Proposer hereby represents that said Contractor/Proposer is familiar with the New York State General Municipal Law Section 103-g entitled: Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

i. Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.

ii. Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five (45) days or more if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

b. Any Contractor/Proposer who has undertaken any of the above is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

TOWN OF ROTTERDAM
SPECIFICATION PROPOSAL

SANDBORN ROAD -TYPE 3 Dense Binder & 6.3mm POLYMER-MODIFIED HOT MIX ASPHALT

It is the intent of this specification to describe the requirements for furnishing and applying Type 3 Dense Binder and 6.3mm Polymer-Modified Hot Mix Asphalt Treatment to the Town of Rotterdam and any other municipality.

DESCRIPTION:

This work shall consist of developing Type 3 dense binder & Polymer-Modified H.M.A. mixture using the Superpave Mix Design procedure detailed in NYSDOT Standard Specifications except as modified in these specifications. Polymer-Modified H.M.A pavement course shall be constructed in accordance with these specifications and in reasonably close conformity with the required lines, grades, thicknesses, and typical sections shown on the plans or established by the Highway Superintendent. This is a performance-based specification in which the Contractor is responsible for compacting the pavement to a specified density requirement. Written instructions for determining pavement density are available from the Regional Materials Engineer or the Director, Materials Bureau.

MATERIAL:

Type 3 Dense Binder & 6.3 Polymer-Modified Mixture

The materials specification shall be as per special specification Item 402.06830318 and 403.138902 provided herein. Plant production quality adjustment item does not apply.

TACK COAT:

The materials and composition for the above items shall meet the requirements specified in the N.Y.S. Department of Transportation Standard Specifications Construction and Materials, Item 407.0102 provided herein.

WEATHER LIMITATIONS:

Refer to the NYSDOT Standard specifications for weather limitations.

NOTIFICATION AND TRAFFIC CONTROL:

Town of Rotterdam will provide resident notification as contractor will provide 72 hours prior notice to Town of Rotterdam. The town will also provide traffic control. Please see Highway Superintendent to Coordinate.

KEY-CUTS:

The successful bidder will be responsible for cutting of keyways/rebates at any and all existing pavement, intersections and or Driveways. All keyways to be 3-4 feet wide and taper from 0 inches to 2” inches minimum in depth to provide for a smooth transition between existing asphalt and new asphalt. Keyways/rebates are to be milled prior to the day of paving. Keyways/rebates are to be straight. Where applicable curves will be permitted. These locations are to be coordinated with the Highway Superintendent, no exceptions. Roadway side wings to be paved consistent with roadway paving.

The Town of Rotterdam will provide a Flagger for Keyway Cuts.

TOWN WILL NOT PROVIDE SWEEPER.

SCOPE OF WORK:

Apply one Lift of Type 3 Dense Binder and apply one course of 6.3mm Polymer-Modified Hot Mix. Apply tack coat prior to all lifts and courses to Sandborn Rd as Follows.

Lift #1 Type 3 Dense binder is to be applied @ 220lbs of compaction or 2" of final product for a distance of 1257' in length and 20' in width starting with a key cut 2" in depth to zero @ 825' from the entrance of Sandborn off Rynex Corners Rd to End of road. Approximately 2800 Sq Yds

Top Course 6.3mm Polymer-Modified Hot Mix Asphalt to be applied @ 165lbs of compaction or 1.5" of final product starting @ Rynex Corners Rd and Sandborn Rd going 2082' in length and 20' in width. Approximately 4650 Sq Yds

BASIS OF PAYMENT:

The accepted quantities of Type 3 Dense Binder & 6.3mm Polymer-Modified Hot Mix asphalt pavement course will be paid for per total tonnage of project. A project is defined as any work requiring a single mobilization. Price includes furnishing and installing a truing and leveling course as needed to fill depressions and promote positive drainage furnishing materials, equipment, labor, and tack coat, as required, and all incidentals necessary to complete this work. The Highway Superintendent determines the minimum quantity of material needed as (square yard x Lbs. Divided by 2000) but not to exceeds the total tonnage based off (square yard x Lbs. divided by 2000 plus 10%) of the plan quantity contractor will be liable for overage. Town of Rotterdam will provide risers for manholes, catch basins, and water valves for the Contractor to install during paving.

NOTE:

The Asphalt Bid Price is fixed and is not subject to the formula as called for by the New York State Department of Transportation for the material purchased at the date of bid.

ADDITIONAL CONSTRUCTION:

The contract will contain a provision whereby the Town may order additional highway construction to be performed by the contractor during the 2025 paving season pursuant to and consistent with terms, conditions, and specification of the contract, provided the cost of the same is within the amount appropriated and provided for highway construction in 2025.

DAILY WEIGHT RECORD:

The Contractor shall keep and supply a daily record of the weight of product applied by road name together with scale tickets by truck for aggregates utilized. This information shall be provided to the Highway Superintendent daily.

TOWN OF ROTTERDAM
BID FORM

SANDBORN ROAD -TYPE 3 Dense Binder & 6.3mm POLYMER-MODIFIED HOT MIX ASPHALT

Bidder will provide and install material for a price of:

Price Per Ton

Type 3 binder Town Roads: $_____/TON

6.3MM Polymer-Modified Town Roads: $_____/TON

Total estimated tonnage for project: _____

Total Cost per Project: $_____

Roads to be Paved:

The Highway Superintendent of the Town of Rotterdam shall designate the specific Roads in the Town to be paved. Additional Roads may be added or deleted, contingent upon the bid results. All measurements provided by the town are only estimates and the contractor will be responsible for final measurements verified by the town.

Paving 2025 **Town of Rotterdam**

All road pricing will reflect the cost of paving with transition of driveways, sidewalks, and intersections to be completed at time of paving.

TOWN OF ROTTERDAM
BID FORM CONTIUNED

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

SANDBORN ROAD -TYPE 3 Dense Binder & 6.3mm POLYMER-MODIFIED HOT MIX ASPHALT

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.

End of Bid Form

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 certificating, 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:_____

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.

<u>New York State Division of Human Rights (DHR)</u>

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. 185.25

CALL FOR PROPOSALS FOR GRINDING AND REMOVAL OF BRUSH, YARD WASTE AND WOOD

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 proposals for Grinding And Removal Of Brush, Yard Waste And Wood.

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

GRINDING AND REMOVAL OF BRUSH, YARD WASTE AND WOOD

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

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT 1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON BIDNET PRIOR TO 10:30 A.M., MAY 30, 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: May 14, 2025
BidNet: Please publish on May 15, 2025
Daily Gazette: Please publish once on May 16, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 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:	May 1, 2025
TO:	Mollie Collins, Town Supervisor
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	Call for bids for Yard Waste Grinding & Removal
TOWN BOARD MEETING:	May 14th, 2025
Background Information:	Attached
Evaluation/Analysis:	Proper bidding process
Recommendation(s):	To be placed on Town Board Meeting, May 14th, 2025. Place on Bidnet May 16th through May 30th, 2025.
Attachment/Document(s):	Attached
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	General Municipal Law Section 103

LEGISLATION WILL BE PREPARED BY:

Town of Rotterdam

Highway Department
Request for Proposals:

<u>Grinding and Removal of Brush, Yard Waste and Wood at the Town of Rotterdam Compost Transfer Facility</u>

23 West Campbell Road
Rotterdam, NY 12306

Bid Opening:
<u>Friday, May 30, 2025</u>
<u>@ 10:30 a.m.</u>
<u>Rotterdam Town Hall</u>

TOWN OF ROTTERDAM

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

Grinding and Removal of Brush, Yard Waste and Wood at the Town of Rotterdam Compost Transfer Facility

The entire proposal 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 proposal, 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 proposal 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
REQUEST FOR PROPOSAL SPECIFICATIONS

Grinding and Removal of Brush, Yard Waste and Wood at the Town of Rotterdam Compost Transfer Facility
23 West Campbell Road
Rotterdam, NY 12306

SCOPE OF THE WORK

The Town of Rotterdam is seeking bids from qualified bidder to grind, remove and dispose of leaves, brush, tree limbs and parts, wood, clippings and other yard waste which will be stockpiled at the Town of Rotterdam Compost Transfer Facility, located at 23 West Campbell Road, Rotterdam, NY 12306. Transfer facility operations start April 15 weather dependent and continue until November 30 weather dependent. Estimated yearly amount collected is approximately 30,000 yards of loose yard waste consisting of grass clippings, leaves, tree limbs, and brush. Some of the said material stored on the site may be contained in biodegradable paper bags. All material on the site is to be ground on site, removed from the site and properly disposed of by the bidder. The successful bidder will be notified each time the material arrives on site, in intervals of approximately 2,000 yards. Once notified the contractor has ten (10) calendar days to respond and start the grinding and removal process. The successful bidder is responsible to provide all equipment and tools necessary to accomplish the work including, but not limited to, suitable grinding apparatus and trucks. The bidder is solely responsible for transporting all equipment required to perform the work to and from the place at which the work is to be performed. No additional transportation charges, set up or breakdown fees will be allowed. All equipment used by the bidder must be in good operating condition and in full compliance with all federal, state and local laws, rules and regulations in effect at the time of the contract. All equipment used by the bidder in performance of the work under this contract must be equipped with all devices, safety or otherwise, as may be required by law. The bidder has complete responsibility to furnish all fuel, maintenance and repairs for all of the equipment furnished and used by the bidder to perform the work. In no event shall the town be responsible for any mechanical breakdown of or damage to the bidder's equipment. The bidder is solely responsible for on-site safety during all operations under this contract and will furnish bidder's personnel with required safety equipment.

The bidder shall furnish all labor necessary to perform all aspects of the work not performed by town employees. The bidder is responsible to fully comply with all New York State Prevailing Wage Laws as more fully provided herein.

The ground waste shall be removed by the bidder and disposed of in a manner allowed by all federal, state, and local laws, rules and regulations. The town shall not be responsible for the payment of any disposal or dumping fees.

PROPOSALS RECEIVED

All bids must be submitted before 10:30 a.m. on May 30, 2025, the day of opening.
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.
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 10:30 a.m., May 30, 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.

PREPARATION OF PROPOSALS

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.
Corrections and/or modifications to a submitted bid received after the closing time specified above will not be accepted.

FAMILIARITY WITH THE WORK

All bidders are required to physically inspect the site at which the work is to be performed prior to submitting a bid. The actual bid form which shall be used to submit a bid will require the bidder to certify that he has done so. Such inspection shall be arranged through the Office of the Town Superintendent of Highways, by contacting the office at (518) 355-7722, during the hours of 8:00 A.M. through 3:00 P.M., Monday through Friday.

Each bidder is considered and shall be deemed to have examined the worksite to fully acquaint itself with the exact existing conditions relating to the work and has fully informed itself as to the work involved and the difficulties and restrictions attendant upon the performance of the work encompassed in this bid solicitation. Failure to do so will not relieve a bidder of its obligation to furnish all materials, labor and equipment necessary to fully perform all of the work for the price

set forth in its bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

The town assumes no responsibility whatsoever with respect to ascertaining for the bidder such facts concerning physical characteristics relating to the work contemplated in this bid solicitation. The bidder agrees that he shall make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concession, because of any misinterpretation or misunderstanding on his part of this work contemplated in this bid solicitation, or because of any failure on its part to fully acquaint itself with all conditions relating to the work.

QUALIFICATION OF BIDDER

All bidders shall submit a statement of bidder qualifications, articles of incorporation, an affidavit of non-collusion and acknowledgement of the town's harassment policy, in addition to the official bid form document.

In determining the qualifications of a bidder, the town may consider its record in the performance of any contracts for similar work into which it may have previously entered, and the town expressly reserves the right to reject the proposal of such bidder if such record discloses that such bidder, in the opinion of the town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded its obligations to subcontractors, or employees of subcontractors.

The town may make such investigation as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the town all such information and data for this purpose as the town may request. The town reserves the right to reject any proposal if the evidence submitted by or the investigation of such bidder fails to satisfy the town that such bidder is properly qualified, or that such bidder misrepresented material facts in the documents.

CARE AND PROTECTION OF PROPERTY

The successful bidder shall take particular care to avoid damage to all private and public property and to private or public improvements located on town property, within the town's right of way, or on property which the town is authorized to use. The successful bidder shall make good any damages to the satisfaction of the town. There shall be no additional compensation to the bidder for the repair or restoration of private or public property improvements which are damaged by the bidder.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES

The successful bidder shall be responsible for full compliance with any federal, state and local laws, rules, regulations, standards and policies, as applicable.

AWARD

The successful bid will be accepted and the contract awarded at a Regular or Special Meeting of the Rotterdam Town Board.

The Town of Rotterdam reserves the right to accept or reject any and all bids, in whole or in part, to best serve its interests, and to hold and consider all bids open for thirty (30) days after the same are opened.

The town reserves the right to reject any and all bids (or any part thereof), to waive defects in bids, and to accept any bid it deems to be in its best interests.

NOTICE TO PROCEED

Following the acceptance of the successful bid and award of the contact by the town board, the execution of the agreement contained in the bid documents, and compliance by the successful bidder with all insurance requirements herein set forth, the town highway superintendent shall issue a notice to proceed to the successful bidder. Said bidder shall commence work under the contract within ten (10) calendar days of the date indicated in the notice to proceed. All work under the contract shall be completed and ready for final acceptance and approval by the town highway superintendent within ten (10) days of the date indicated in the notice to proceed, unless required to do so sooner to comply with all federal and state laws, rules, and regulations.

PAYMENT

Payment shall be made to the successful bidder by the total cubic yards of material processed, ground and removed from site as per daily signed haul out tickets showing the time, date, and amount removed from site.

Payment shall be made to the successful bidder within forty-five (45) days after submission of daily signed haul out tickets with request for payment and a voucher has been received by the town and approval by the town highway superintendent.

INSURANCE

The successful bidder shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

A. Commercial General Liability: The successful bidder shall have coverage with limits of liability not less than one million dollars ($1,000,000.00) per occurrence and not less than three million dollars ($3,000,000.00) annual aggregate.
B. Comprehensive Automobile Liability: the successful bidder shall have coverage on owned, hired, leased, or non-owned autos with limits not less than $1,000,000 combined

for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
C. Workers' Compensation Insurance: The successful bidder shall provide adequate Workers' Compensation Insurance for all employees engaged in work on this project who may come within the protection of the protection of the Worker's Compensation Law, and where practicable, employer's general liability insurance for employees not so protected.
D. Errors and Omissions Insurance: The successful bidder shall have a policy or policies of errors and omissions insurance. Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".

The Town of Rotterdam shall be named as an additional insured on the policies required by subparagraphs (A) and (B) above. The successful bidder shall furnish certificates of insurance to the Town of Rotterdam and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Town of Rotterdam. All insurance required shall be primary and non-contributing to any insurance maintained by the Town of Rotterdam. The successful bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor to furnish the Town of Rotterdam with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor commencing any work.

No work under this contract shall commence until the successful bidder has fully complied with the provisions of this section.

HOURS OF WORK:

Unless otherwise approved in writing by the town highway superintendent, all work under this bid and contract shall be accomplished between the hours of 7:00 a.m. and 3:00 p.m. on weekdays, and no work shall be performed on weekends and legal holidays.

FIRE PROTECTION:

The bidder shall perform all work in a fire-safe manner.

INDEMNIFICATION

The bidder shall defend, indemnify and save harmless the Town of Rotterdam, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or

omission of the bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

NON-COLLUSION CERTIFICATION

All bids or proposals submitted to the town must include a fully executed non-collusion affidavit contained in the bid documents.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- The prices in its bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
- 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
- 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 proposal for the purpose of restricting competition.

NON-DISCRIMINATION AND HARASSMENT POLICY

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law), the New York State Labor Law, all other federal and state statutory and constitutional non-discrimination provisions, and the town's non-discrimination and harassment policy, all bidders agree that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment, and agree they shall not harass, whether sexual or otherwise, any person(s) in violation of the applicable laws, rules, regulations, and policy.

NEW YORK STATE LABOR LAW; PREVAILING WAGE AND SUPPLEMENTS:

1. The attention of each and all bidders is directed to Articles 8 of the New York State Labor Law in general, but also specifically with regard to Prevailing Wage and Supplements. The Town of Rotterdam does, in good faith, identify those projects/services it believes to be Prevailing Wage and Supplements projects/services. The failure of the Town of Rotterdam

to accurately assess the wage status of a particular project/service shall not relieve the bidder of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor. See attached information.

2. All interested parties (including, but not limited to, bidder and subcontractors) shall note, understand and comply with the following: In the event the New York State Department of Labor amends the Prevailing Wage Rate Schedule applicable to contracts entered into as a result of an award of this bid solicitation document, said interested party(ies) that are required to pay Prevailing Wages and Supplements shall be required to pay said Prevailing Wages and Supplements in accordance with the most current, applicable Prevailing Wage Rate Schedule in effect at the time the work is performed.

3. The General Provisions of Laws Covering Workers; NYS-DOL requires as follows: "Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e., The Town of Rotterdam), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. The Town of Rotterdam) shall receive and maintain such payrolls." As provided for, by the above referenced provisions, The Town of Rotterdam is authorized to withhold payments to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. Therefore, the Town of Rotterdam shall withhold payments to contractors who have not submitted the initial Certified Payroll and the periodic Certified Payroll(s) as required herein.

4. The bidder shall be required to pay prevailing wage and supplements in accordance with NYS Labor Law Articles 8.

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

TOWN OF ROTTERDAM
PROPOSAL FORM

GRINDING AND REMOVAL OF BRUSH, YARD WASTE AND WOOD
TOWN OF ROTTERDAM COMPOST TRANSFER FACILITY

This bid proposal is submitted in person or to the Empire State Purchasing Group on BidNet Direct for the Town of Rotterdam at: http://www.bidnetdirect.com/townofrotterdam.

By: _____
(Name of Bidder)

The undersigned, as bidder, agrees to furnish labor, equipment and materials as specified in the bid/contract documents, and declares that no person or persons, other than those named herein, are interested in this bid; that this bid is made without collusion with any person, firm, or corporation; that he has carefully examined the location of the proposed work; that no person or persons acting in any official capacity for the town is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Bid is accepted, to provide all necessary equipment, tools, labor and deliver and to do all work and furnish all materials specified in the manner and time therein prescribed, and according to the requirements of the town as therein set forth, and that he will take in full payment therefor, the lump sum price as hereinafter set forth, and further states as follows, to wit:

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter upon demand into an agreement with the town in the form included in the bid and contract documents for the contract price and within the contract time indicated in accordance with the other terms and conditions of the bid and contract documents.

2. The bidder accepts all of the terms and conditions stated in the town's standard bid forms and documents. This bid shall remain subject and open to acceptance by the town for the specified number of calendar days after the day of bid opening.

3. In submitting this bid, the bidder represents, as more fully set forth in the agreement, that bidder has examined copies of all the bid and contract documents and receipt of the town's standard bid forms and documents are hereby acknowledged.

4. The bidder acknowledges that it has familiarized itself with the nature and extent of the bid forms and documents, work, sites, locality, all local conditions, and laws, rules, and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5. The bidder agrees that the work shall be completed in accordance with the bid and contract documents.

6. Communications concerning this bid shall be addressed to the bidder at the following address:

_____

_____

_____

7. The bidder agrees to commence work within ten (10) calendar days from the date indicated in the Notice to Proceed.

8. The bidder agrees that work completed for approval will be material processed, ground and hauled off site by the total amount of cubic yards. Payment shall be made within forty-five (45) days after the submission of billing.

9. The bidder certifies that it has physically inspected the site at located at 23 W. Campbell Road, Rotterdam, NY 12306.

10. The lump sum bid price for processed ground yard waste hauled off site per cubic yard shall include all of the bidder's costs including but not limited to the cost of material, labor, delivery, installation, loading, unloading, overhead, profit, insurance, permit fees, dumping fees, disposal fees, and all else incidental and necessary to complete the work.

11. The bidder shall honor bid price for one (1) year from the date of the bid opening at the mutual consent of both the Town and the Contractor. At the mutual consent of both the Town and the Contractor, the term of the contract and/or bid price may be extended to a second and third year.

12. The bidder certifies that it will dispose of all of the material ground at 23 West Campbell Road, shall be disposed of in a manner that complies with the federal and state laws, rules and regulations. The bidder certifies it shall dispose of the material in the following manner and shall specify name and street address of any applicable disposal facility and attach a copy of permit(s) to utilize said facility):

_____

_____

_____

_____

The bidder hereby agrees, if its bid is accepted and it is awarded the contract, to complete the on-site grinding, and removal and disposal of all of the of leaves, brush, tree limbs and parts, wood, clippings and other yard waste which is stockpiled at the Town of Rotterdam Compost Transfer Facility, located at 23 West Campbell Road, Rotterdam, NY 12306, in full accordance with the bid and contract documents, for processed yard waste hauled off site per cubic yard.

Proposal:

$_____per cubic yard

Date: _____

By: _____ (Corporate Seal)
(Individual's or Bidder's Name)

Doing Business As:

Business Address:

Telephone Number:

Email Address:

PARTNERSHIP:

By: _____ (Seal)
(Firm Name)

By: _____
(General Partner)

Doing Business As:

Business Address:

Telephone Number:

Email Address:

_____
(State of Corporation)

By: _____
(Name of Person Authorized to Sign)

Attestation: _____
(S e c r e t a r y)
Business Address:

Telephone Number:

Email Address:

JOINT VENTURE:
By: _____

(Name)

_____
(Address)

By: _____
(Name)

_____
(Address)

(Each joint venture participant must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above)

LIMITED LIABILITY COMPANY:

By: _____
(Name)

_____
(Address)

Business Address:

Telephone Number:

Email Address:

End of Proposal Form

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 certificating, 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:_____

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.

AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2025 by and between Town of Rotterdam, having its principal office and place of business located at Town of Rotterdam, 1100 Sunrise Blvd., Rotterdam, NY 12306, hereinafter referred to as the TOWN, and

_____

having its principal place of business at _____,

hereinafter referred to as the CONTRACTOR:

WITNESS, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the TOWN, the CONTRACTOR hereby agrees with the TOWN to complete the grinding, removal and disposal of all of the leaves, brush, tree limbs and parts, wood, clippings and other yard waste which will be stockpiled at The Town of Rotterdam Compost Transfer Facility, located at 23 West Campbell Road, Rotterdam, NY 12306, hereinafter referred to as the "Project", for the sum of _____ ($00.00) dollars per cubic yard processed and removed from site and all extra work in connection therewith, under the terms as stated in the general conditions of the bid and contract documents; and at its own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work in accordance with the conditions and prices stated in the bid form and all other bid and contract documents, and printed or written explanatory matter thereof, the matters required of the CONTRACTOR, the scope of work, insurance requirements, and all terms and conditions of the invitation to bid and other bid and contract, all of which are made a part hereof and collectively evidence and constitute the contract.

CONTRACTOR hereby agrees to complete the work under this contract within thirty (30) calendar days after the date shown in the notices to proceed issued by the TOWN.

TOWN agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the Contract, and to make payments on account thereof within forty-five (45) days after submitting payment request following the acceptance and approval of the work by the town highway superintendent or the town supervisor.

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of New York.

LAWS AND REGULATIONS

The CONTRACTOR shall keep himself fully informed of all federal, state, and local laws, rules, regulations, policies, and municipal ordinances and regulations in any manner affecting the

conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. It shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, all such existing and future laws, ordinance, regulations, orders and decrees; and shall protect and indemnify the TOWN, its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

LIABILITY OF CONTRACTOR, INDEMNITY, ETC.

The CONTRACTOR shall take all responsibility of the work, and take all precautions for preventing injuries to persons and property in or about the work; it shall bear all losses resulting to it on account of the amount or character of the work, or because the nature of the land in or on which the work is done is different from what was estimated or expected, on account of the weather, elements, riots, civil disorders or other causes; and it shall assume the defense of, and indemnify and save harmless the TOWN and its officers and agents, from all claims relating to labor or materials furnished for the work, and to inventions, payments and patent rights used in doing the work, and to injuries or damages to persons, corporations or property received or sustained by or from the CONTRACTOR and his employees in doing the work, or in consequence of any improper materials, implements or labor used therein, and to any act, omission or neglect of the CONTRACTOR and its employees.

LAST PAYMENT TO TERMINATE OWNER LIABILITY

Neither the TOWN, nor any officer or agent thereof, shall be liable for, or be held to pay, any money to the CONTRACTOR, except as herein provided; and the acceptance by the CONTRACTOR of the final payment aforesaid shall operate as and shall be a release to the TOWN and every member and agent thereof, from all claims of and liability to the CONTRACTOR for anything done or furnished for or relating to or affecting the work.

CONTRACTOR agrees as follows:

1. Hereby voluntarily and irrevocably submits itself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this contract located within the State of New York in which any litigation is brought based on or arising out of the contract.

2. Any litigation brought by the CONTRACTOR based on or arising out of this contract shall be brought only in accordance with the applicable laws governing municipal litigation in the Supreme Court of the State of New York in Schenectady County. Any trial shall be a bench trial, without a jury.

3. Any legal process or notice connected with any litigation may be served on the CONTRACTOR by U.S. registered mail, postage prepaid, addressed to the CONTRACTOR at his address stated in this contract or at the address stated in this

Contract for the furnishing of notices to the CONTRACTOR or at the CONTRACTOR'S last known address, and that service is such manner shall constitute good and valid service of process upon the CONTRACTOR.

4. The CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph 3 immediately above, invalid service of process, and that they will duly enter their appearance in any such action.

5. This agreement shall/may be presented in court as conclusive evidence of the foregoing agreement.

6. The bidder shall honor bid price for one (1) year from the date of the bid opening at the mutual consent of both the Town and the Contractor. At the mutual consent of both the Town and the Contractor, the term of the contract and/or bid price may be extended to a second and third year.

IN WITNESS WHEREOF, the parties to these presents have executed this agreement in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

BY: _____

_____
(Contractor)

(Seal)

BY: _____
Mollie Collins, Town Supervisor

(Seal)

RESOLUTION NO. 186.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE FOR HAZARDOUS MATERIALS CONSULTING SERVICES FOR THE ROTTERDAM POLICE COURTS PROJECT – 369 DUANESBURG ROAD

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for Hazardous Materials Consulting Services for the provision of preparing technical specifications and providing bidding services, asbestos project monitoring and air sampling services for the planned demolition project located at 369 Duanesburg Road, Rotterdam, New York., in the amount not to exceed ten thousand five hundred and 00/100 ($10,500.00) dollars.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 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:	May 6, 2025
TO:	Supervisor Collins and Town Board
FROM:	Fred C. Mastroianni, PE – Town Consultant Engineer
TITLE OF REQUEST:	Hazardous Waste Removal at 369 Duanesburg Road Consulting Services
TOWN BOARD MEETING DATE:	May 14, 2025
Background Information:	The Town purchased the property located at 369 Duanesburg Road, which is the future location of the Town Police and Court. A survey was conducted to determine if there are any hazardous materials that need to be removed prior to demolition of the structures. Based upon the report, both asbestos and lead paint were found.
Evaluation/Analysis:	Bid Documents were prepared by the Town's Consultant Engineer that included specifications and report provided by Barton & Loguidice. Barton & Loguidice will assist the town during the bidding phase to address any issues related to the specifications and review all contractor submittals, monitor the removal and collect air sampling. The cost is a not-to-exceed amount of $10,500.
Recommendation(s):	I recommend hiring Barton & Loguidice to assist the Town during the bidding and hazardous waste removal phases.
Attachment/Document(s):	Proposal prepared by Barton & Loguidice

Compliance with Purchasing Policy?	Yes
Effect(s) on Existing Law(s)?	No
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Barton & Loguidice

May 6, 2025

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

Re: Rotterdam Police Courts Project – 369 Duanesburg Road
Hazardous Materials Consulting Services
File: 704.4756 (revision 1)

Dear Supervisor Collins,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this scope of services and fee agreement for the above referenced project.

Background

In accordance with our understanding of the scope of services, we are providing this scope and fee to the Town of Rotterdam (Town) for the provision of preparing technical specifications and providing bidding services, asbestos project monitoring and air sampling services for the planned demolition project located at 369 Duanesburg Road, Rotterdam, New York.

An overview of our proposed services, schedule and associated fees is presented below.

Scope of Services

Task 1 – Technical Specifications

Project technical performance specifications to address asbestos and lead based paint impacting the project will be developed that will identify the scope of removal in the project areas and cite regulations and standards applicable to the project. Performance criteria as they relate to the removal and disposal of materials will be defined. Levels of personal protection, acceptable equipment/materials, and execution of material removal and specific coordination items between trades will be identified in the specification.

Task 2 – Bidding Services

For the overall bidding process B&L will perform the following activities:

- Field questions and respond to RFI's generated during the bid period regarding asbestos removals.
- Prepare addenda as necessary relating to the asbestos abatement scope of work.
- Provide review of asbestos contractor's pre-construction submittals and close-out project submittals, as required by technical specifications.

Please note that B&L does not review matters pertaining to insurance or bonding issues. The Town's legal counsel should review such items.

Task 3 – Asbestos Project Monitoring and Air Sampling

B&L will provide air sampling, project monitoring, demolition observation, and restoration oversight as required. This will include background sampling prior to the start of the project, daily perimeter sampling and project monitoring during asbestos removal as required, and post-abatement clearance sampling. The services will be conducted by an experienced industrial hygiene technician accredited as both a project monitor and air sampling technician. Project monitoring services will include observation, to the extent feasible, of the asbestos contractor's work, visual inspections and coordination with Town representatives.

A report summarizing our services will be issued at the completion of the project. The report will include pertinent data including but not limited to site logs, air monitoring data sheets, laboratory reports and sample chain of custody forms.

Schedule

B&L will begin our efforts on the project upon execution of this fee and services agreement.

Fees for Services

Our fees for the provision of the services defined above for are provided below. The unit rates below include all labor, expenses, materials, equipment, travel, administration, copying, communication, overnight packaging, and out-of-pocket expenses to complete the work. Laboratory analysis of samples collected will be additionally reimbursable at the unit rates indicated below.

Tasks	Description	Unit Price
1	**Technical Specifications***	
	Project Manager (per B&L 2025 Tier 3 Rates)	$195 per hour
	Vice President (per B&L 2025 Tier 3 Rates)	$276 per hour
2	**Bidding Assistance****	
	Project Manager (per B&L 2025 Tier 3 Rates)	$195 per hour
3	**Asbestos Project Monitoring and Air Sampling*****	$92 per hour
	Project Manager (per B&L 2025 Tier 3 Rates) (upon request)	$195 per hour

Tasks	Reimbursable Laboratory	Unit Price
3	PCM Analysis (24 Hour Turnaround)	$12 per analysis
3	PCM Analysis (Rush analysis)	$17 per analysis

*Our fees for the development of Technical Specifications as defined above is estimated at $1,500. The estimated fee is based on 4-hours of PM development and 2-hours of VP review.

**Our fees for the provision of Bidding Assistance services defined above is estimated at $2,400. The estimated fee is based on 12-hours of PM Bidding Assistance.

***Our fees for the provision of Asbestos Project Monitoring and Air Sampling services defined above is estimated at $5,800. This estimated fee is based on 48-hours of asbestos project monitoring, required air sampling and laboratory analysis.

Total estimated fee for services is $10,500 per the scope of services and assumptions herein.

Assumptions:

1. The per hour cost for project monitoring/air sampling include labor, equipment, materials, travel, and related expenses to complete the scope of services. Additional staffing as a consequence of the limited schedule and required to properly oversee the work will be at the discretion of B&L.

2. Project manager effort above and effort beyond that typically required during the course of the construction period will be tracked and invoiced at the unit rate provided in the fee schedule.

3. It is understood that pay applications and approval of the contractor's insurance bonding will be managed by the Town and its representatives.

4. B&L cannot be responsible for review or approval of any aspects of the asbestos abatement contractor's insurance or bonding for the project due to insurance constraints.

5. Any additional services provided, including, but not limited to, attendance at additional meetings beyond that stated above, design work, or any other service not described herein, shall be provided following negotiation of additional compensation.

Please review this agreement and should you have any questions, you may contact our office at 518.218.1801.

Sincerely,

BARTON & LOGUIDICE, D. P.C.

Sebastian L. Reeves
Managing Industrial Hygienist

John E. Rigge
Vice President

SLR/JER/DHF

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.

Mollie Collins, Town Supervisor, Town of Rotterdam Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement 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 other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

RESOLUTION NO. 187.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING & ARCHITECTURE P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE FIRE HYDRANT REPLACEMENT PROJECT

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 KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Fire Hydrant Replacement Project, in an amount not to exceed seven thousand eight hundred twenty and 00/100 ($7,820.00) dollars.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 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: May 7, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Authorize the supervisor to negotiate and execute an agreement with KB Engineering and Architecture P.C. for the preparation of the Map Plan and Report and the review of the SEQRA process for replacement of leaking fire hydrants in Water District #5.

TOWN BOARD MEETING: May 14, 2025

Background Information: The Town of Rotterdam needs to replace leaking fire hydrants in Water District #5. Replacement of leaking fire hydrants will increase the efficiency of our water system and reduce wasting our valuable resource.

Evaluation/Analysis: To achieve the replacement of leaking fire hydrants in Water District #5 it is necessary to employ professional engineering services to review and complete the Map Plan and Report and SEQRA.

Recommendation(s): Authorize the supervisor to negotiate and execute an agreement with KB Engineering and Architecture P.C. for the preparation of the Map Plan and Report and the review of SEQRA.

Attachment/Document(s): Agreement

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

KB Engineering & Architecture, P.C.

KB Engineering & Architecture, P.C.
100 Great Oaks Boulevard, Suite 114
Albany, NY 12203
P: 1.833.723.4768

May 7, 2025

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
Fire Hydrant Replacement Project
Proposal for Engineering Services

Dear Mrs. Collins:

KB Engineering & Architecture, P.C. (KB Engineering) is pleased to submit this Proposal to provide Professional Engineering Services related to the proposed fire hydrant replacement of leaking fire hydrants in Water District No. 5. Our services would also include preparation of a Map, Plan, & Report and SEQRA review. We propose the following scope of engineering services:

A. Base Services

1. KB Engineering will complete a Map, Plan, & Report (MPR) for the proposed fire hydrant replacements in Water District No. 5 only. The MPR will include a summary of the proposed improvements, total costs of improvements, typical costs for a property owner, and a map showing the location of all the leaking fire hydrant assemblies that will be proposed to be replaced in Water District No. 5 only.
2. KB Engineering will assist the Town with the SEQRA process, including preparation of draft SEQRA forms, draft resolutions, and assist the Town in deciding what type of SEQRA action is applicable for the proposed project.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed **$7,820.00**, to be billed monthly on a percentage complete basis.

C. Exceptions and Limitations: None.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB Engineering's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, KB Engineering may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB Engineering in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB Engineering shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB Engineering from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB Engineering's performance of the affected Services. If KB Engineering's adherence to Client's policies increases KB Engineering's costs of providing the Services, KB Engineering shall notify Client of the foregoing and Client shall pay KB Engineering for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with KB Engineering's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

KB Engineering & Architecture, P.C.

Jeffrey Trzeciak, P.E.
Senior Project Manager II

Enclosure: Standard Terms & Conditions

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:	AGREED TO BY KB ENGINEERING & ARCHITECTURE, P.C.:
Mollie Collins, Supervisor	Kumar Buvanendaran, P.E. – President & CEO
DATE:	DATE: 5/7/2025

1. **General**. These Standard SUBCONSULTANT Terms & Conditions, together with the Subconsultant Agreement, and its exhibits, constitute the full and complete Agreement between KB Engineering & Architecture, PC ("KB") and the entity or person identified as the SUBCONSULTANT in the Subconsultant Agreement. KB hereby gives notice that it objects to and expressly rejects the inclusion of any additional or different terms proposed by SUBCONSULTANT, and any reference to SUBCONSULTANT'S proposal is solely for the purpose of incorporating the description and specifications of any goods, materials or services contained therein. SUBCONSULTANT shall diligently perform all services, furnish all labor and materials and perform all tasks necessary to produce all of the deliverables required and perform all of the Services reasonably implied, incidental or inferred under the terms of this Agreement, its Exhibits, as well as all other documents attached to or incorporated by reference as forming a part of this Agreement ("Services"). The SUBCONSULTANT is not entitled to request a change order if the changes do not "materially" increase the Scope of Work. SUBCONSULTANT, its employees, and its agents are not the agents, representatives, or employees of KB, and SUBCONSULTANT is and shall be an independent contractor with regard to the Services. KB and the SUBCONSULTANT may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party".

2. **Standard of Care**. SUBCONSULTANT's Services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists, and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. SUBCONSULTANT agrees to promptly reperform, repair or replace, at KB's option and at SUBCONSULTANT's cost and expense, any Services which fail to conform to such requirements or in the event such a degree of skill and care is not exercised.

3. **Compliance**. SUBCONSULTANT shall comply with all applicable laws and regulations of any governmental agency having jurisdiction (including any requirement to obtain and maintain any permits, licenses, or approvals) to complete the Services. SUBCONSULTANT certifies compliance with all applicable federal, provincial, state, local, occupational, health and safety, labor, and other anti-discrimination laws, the standards and regulations issued thereunder, and the amendments thereto. The SUBCONSULTANT represents it shall comply, to the extent applicable, with all applicable provisions of the standards and regulations issued thereunder. Such rules and regulations are incorporated herein by reference with the same force and effect as if set forth herein verbatim. Furthermore, SUBCONSULTANT shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741 (a), regulations that prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status, and requires affirmative action by covered prime contractors and subconsultants to employ and advance in employment qualified individuals with disabilities and protected veterans.

4. **Schedule**. Time is of the essence in the performance of the obligations created by this Agreement if required by the Prime Contract between KB and KB's Client. Otherwise, SUBCONSULTANT agrees to commence and complete the Services in accordance with any schedule incorporated into this Agreement, or any schedule submitted by SUBCONSULTANT and otherwise accepted in writing by KB; and with respect to any changes, out of scope or additional Services, SUBCONSULTANT shall expeditiously perform such Services according to any schedule therefore agreed to by the parties. In addition, no Services shall be delayed and SUBCONSULTANT shall be required to proceed diligently with the performance of the Services under this Agreement during all disputes pending final resolution for any request for relief, claim, appeal or action arising under this Agreement.

5. **Compensation**. (a) SUBCONSULTANT may invoice KB after it has completed the Services, or portions thereof, and any required corrections to the satisfaction of KB, and delivered in accordance with the terms of this Agreement all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required hereunder, certificates of inspection, marked-up record documents, required itemizations and other documents required for progress payments. INVOICES MUST BE SUBMITTED TO SUBINVOICES@PRIMEENG.COM. INVOICES SUBMITTED TO KB SHALL INCLUDE A VALID, CURRENT COPY OF THE CERTIFICATE OF INSURANCE REQUIRED UNDER THIS AGREEMENT (IF NOT PREVIOUSLY PROVIDED DURING THE CURRENT YEAR). (b) KB agrees to

pay SUBCONSULTANT within thirty (30) days of KB's receipt of payment from Client for SUBCONSULTANT's satisfactory Services which has been accepted by the Client. SUBCONSULTANT expressly agrees that it shall be a condition to any payment that KB shall have received payment from the Client for such Services of the SUBCONSULTANT, and that such payment by the Client shall be a condition precedent to KB's obligations hereunder, and that KB shall have no obligation to SUBCONSULTANT unless payment for such Services is made to KB by the Client. However, in the event KB's Client disputes or otherwise withholds a payment to KB, which payment includes some non-disputed portion due SUBCONSULTANT, KB will make all reasonable efforts to secure release of non-disputed portion of payment from its Client. (c) SUBCONSULTANT warrants that title to and ownership of the Services shall transfer to KB free and clear of all liens or rights of liens. No payment shall be made to SUBCONSULTANT without a duly executed Agreement and a valid, current Certificate of Insurance in compliance with this Agreement. Payments made to the SUBCONSULTANT will include compensation for all applicable sales, use, gross receipts, or excises taxes. (d) In recognition that KB's Client requires the prompt submission of invoices for payment, the parties agree that all invoices must be submitted by SUBCONSULTANT to KB within ninety (90) days of the date costs are incurred or the scheduled completion date whichever occurs first. SUBCONSULTANT waives its right to receive payment on all invoices which are not submitted within that time. KB may set-off or counterclaim against amounts payable to SUBCONSULTANT, or asserted to be payable to SUBCONSULTANT, under this or any other contract, any claim KB may have against SUBCONSULTANT, including any failure to comply with any terms herein.

6. **Changes**. No changes to this Agreement and no extra charges will be allowed unless a duly authorized representative of KB specifically agrees to them in writing. As a condition precedent to SUBCONSULTANT's recovery on any claim for an increase in the cost of the Services or for an extension of time to complete the Services (a "Claim"), SUBCONSULTANT shall, immediately after the occurrence of the event which SUBCONSULTANT believes may give rise to a Claim, give KB written notice of the claim, which notice shall contain a verified statement that supports the claim and details the estimated change in the Subcontract cost and the time to complete the Services. SUBCONSULTANT's failure to provide notice as required by this paragraph shall be a waiver of SUBCONSULTANT's right to recovery under the Agreement and on a Claim. In no event shall SUBCONSULTANT be entitled to compensation for changes which are not reimbursable to KB by its Client. Any determination by KB or Client regarding same shall be binding upon SUBCONSULTANT.

7. **Insurance**. SUBCONSULTANT shall provide and maintain during the term of this Agreement and for three (3) years after completion of Services, at SUBCONSULTANT's expense, the minimum limits of insurance described below. SUBCONSULTANT's failure to procure the required types and limits of insurance as set forth herein, shall not relieve SUBCONSULTANT of its indemnification obligations hereunder. *(a) Workers' Compensation*, Disability Benefit, and Employer's Liability Insurance in at least the minimum amounts required by and in compliance with the laws of the State(s) where the Services is to be performed. *(b) Commercial General Liability Insurance*, including contractual liability, completed operations, hazards and explosion, collapse, and underground hazard coverage, with a limit of not less than $1,000,000 per occurrence, $2,000,000 aggregate. All such insurance policies shall provide (unless by specific statute applicable thereto it is otherwise provided) coverage for: (i) damage to above-ground or underground property; (ii) collapse of structures; (iii) damage resulting from explosion or blasting; (iv) damages or losses arising out of liabilities assumed, except infringement, under the indemnity provision of this Agreement; and (v) damage to completed operations. If the Services to be performed is within or near a railroad right-of- way and other railroad facilities, SUBCONSULTANT's insurance shall not include any exclusions of coverage for any claims or liabilities associated with Services, occurrences or incidents occurring within 50 feet of railroad right-of-way and other railroad facilities. *(c) Automobile Liability Insurance* covering owned, non-owned, and hired vehicles used by SUBCONSULTANT in connection with the Services with a limit of not less than $1,000,000 per accident combined single limit, $1,000,000 aggregate. If/when transporting waste motor carrier endorsement form MCS-90 will be required. *(d) Following form Excess Umbrella Liability Insurance* extending coverage under SUBCONSULTANT's comprehensive general, automobile and Employer's Liability insurance policies with a limit of $2,000,000

per occurrence and in the aggregate. (e) If the Services involves the handling, transportation or use of chemicals or contaminants or Services areas containing pollutants or hazardous materials, Pollution Liability with a limit of not less than $1,000,000 per incident, $1,000,000 aggregate to coverage damage or losses relating to environmental impairment as may have been caused by the SUBCONSULTANT. (f) For professional services, including but not limited to engineering, architectural, laboratory analysis and/or surveying services, are part of the Work, *Professional Liability (Errors and Omissions) Insurance* with a limit of not less than $1,000,000 per claim, $2,000,000 aggregate.

8. **Certificates of Insurance (COI)**. *(a) General Information.* SUBCONSULTANT's proof of coverage shall be in the form of a duly executed and properly endorsed insurance certificate from an insurance carrier licensed to transact insurance business in the state in which the Services is to be performed. Each certificate shall certify that all the required insurance, in Section 7, has been effected and that the SUBCONSULTANT is covered thereby. SUBCONSULTANT shall provide KB with the certificate of insurance (COI) indicating that the minimum types and limits of insurance have been procured by SUBCONSULTANT prior to final execution of this Agreement and include said COI as an exhibit to the Agreement. All certificates must contain the applicable KB project manager contact name (first and last name), project name and project number.to ensure timely payment. Refer to the Subconsultant Agreement for project manager, project name and project number. *(b) Additional Insureds.* SUBCONSULTANT agrees to name "KB Engineering & Architecture, PC, its Client, and their respective affiliates, directors, officers, employees, and agents" as additional insured as their interests may apply on all policies as required by Section 7 (with the exception of the Workers' Compensation, Employer's Liability, and any Professional Liability Policy). SUBCONSULTANT shall provide this specific language endorsement on the Certificate of Insurance under the additional insured section of the COI.

9. **Insurance Miscellaneous**. *(a) Waiver of Subrogation.* SUBCONSULTANT shall cause the underwriters of each of the insurance coverage required above waive all rights of subrogation against "KB Engineering & Architecture, PC, its Client and their affiliates, directors, officers, employees, and agents" where allowed by law under each of the foregoing policies. *(b) Thirty (30) Day Cancellation Notice.* SUBCONSULTANT shall provide KB and Client with a minimum of thirty (30) days written notice prior to the effective date of cancellation of, or diminution in the coverage provided by, all such policies. *(c) Insurance Policies.* Upon request SUBCONSULTANT shall provide KB with certified copies of its insurance policies. *(d) Claims or losses or potential losses.* SUBCONSULTANT agrees to promptly notify KB of any claims or losses or potential claims or losses resulting from or arising out of SUBCONSULTANT's performance of the Services and shall, within three (3) days of occurrence, provide KB with copies of SUBCONSULTANT's correspondence pertaining to the incident, including any and all SUBCONSULTANT accident reports. *(e) Primary and non-contributory.* Any coverage provided KB by SUBCONSULTANT'S insurance under this Agreement is primary insurance and shall not be considered contributory insurance with any insurance policies of KB, its members, subsidiaries, and affiliated companies. *(f) Incident Notices.* Whenever an employee of SUBCONSULTANT suffers an occupational injury or disease as a result of the Services and such injury or disease is required by the Workman's Compensation or Occupational Disease Laws to be reported to the proper authorities, SUBCONSULTANT shall promptly furnish a copy of such report to KB. SUBCONSULTANT also shall require all SUBCONSULTANTs to furnish copies of such reports to KB in connection with occupational injuries or diseases sustained by their employees.

10. **Indemnity**. (a) ***With respect to non-professional services (General Liability Insurance)***, SUBCONSULTANT agrees to indemnify, defend and hold KB and Client and their respective owners, partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death, including claims of SUBCONSULTANT's employees, to the extent caused by the act, error, omission, breach of contract, recklessness, wrongful acts, intentional misconduct, willful misconduct and gross negligence of or by SUBCONSULTANT, or its subconsultants, in providing the Services hereunder. (b) ***With respect to professional services (Professional Liability Insurance)***, SUBCONSULTANT agrees to indemnify and hold the KB and Client and their respective owners, partners, directors, officers and employees ("Indemnitees") harmless from judgments and liabilities, including property damage and bodily

injury or death ("Damages"), including claims of SUBCONSULTANT's employees, to the proportionate extent caused by the negligent act, error, omission, breach of contract, recklessness, wrongful acts, intentional misconduct, willful misconduct and gross negligence of or by SUBCONSULTANT, or its subconsultants, in providing the Services hereunder. SUBCONSULTANT's defense obligations hereunder, including any actual or implied up-front duty to defend, with respect to professional negligence-based claims shall mean the reimbursement of reasonable attorneys' fees incurred by Indemnitees to the proportionate extent such Damages are caused by SUBCONSULTANT's negligence as proven in a Court with competent jurisdiction and recoverable under applicable law on account of negligence.

11. **Assignment / Subcontracts**. SUBCONSULTANT shall not assign any proceeds or subcontract any of the Services to be performed hereunder without the express written consent of KB. SUBCONSULTANT will be fully responsible to KB for the acts and omissions of its lower-tier subconsultants and of persons either directly or indirectly employed by all SUBCONSULTANT's lower-tier subconsultants.

12. **Termination / Survival**. KB may terminate this Agreement with or without cause upon delivery of written notice to SUBCONSULTANT. In the event KB shall terminate without cause, KB shall be liable to SUBCONSULTANT in accordance with the terms of this Agreement, inclusive of the limitations set forth in the contract between KB and its Client, for any outstanding amount owing to SUBCONSULTANT for Services provided to KB's satisfaction through the effective date of termination. All express representations, confidentiality obligations, waivers, and the indemnifications included in this Agreement will survive its completion or termination for any reason. If this Agreement is terminated for cause, KB may procure, upon such terms as it shall deem appropriate, supplies or services like those so terminated. SUBCONSULTANT shall continue performance under this Agreement to the extent not terminated and shall be liable to KB for any excess cost for such similar supplies or services, and for any other costs, expenses, or liabilities incurred by KB and/.or its Client(s) as a result of SUBCONSULTANT's default. KB reserves the right to offset any such costs, expenses, or liabilities against monies due to SUBCONSULTANT under this or any other AGREEMENT. In the event the amount of damage exceeds the balance due to SUBCONSULTANT, SUBCONSULTANT shall pay to KB the amount of such excess. The rights and remedies of KB set forth in this Paragraph shall not be exclusive and are in addition to all other rights and remedies of KB.

13. **Use of Documents / Confidentiality / Ownership**. SUBCONSULTANT shall maintain complete and accurate working files and/or documentation of the Services, including new data, calculations, estimates, assumptions, logs, maps, drawings, plans, specifications, diaries, interpretations, notes and calibrations, for a period of ten (10) years following final payment under this Agreement or until final conclusion of any litigation or administrative proceeding arising under or materially concerning this Agreement or the Services, and shall provide KB unrestricted access to such items and dispose of them only as directed by KB. All documents provided by SUBCONSULTANT pursuant to this Agreement are instruments of service of SUBCONSULTANT, and SUBCONSULTANT shall retain an ownership and property interest therein (including the right of reuse) until KB has made payment to SUBCONSULTANT for such documents pursuant to this Agreement. Notwithstanding the foregoing, upon termination of this Agreement or at an earlier time if KB requests, SUBCONSULTANT will deliver to KB any data, materials or information received or generated in the performance of this Agreement. Except to the extent required by law or government order, or as expressly permitted by the prior written consent of KB, SUBCONSULTANT agrees not to disclose any third party data, information, or documentation obtained, created, compiled, or prepared (in whatever form) by SUBCONSULTANT in connection with the performance of Services under this Agreement or any Services Authorization issued hereunder. SUBCONSULTANT and its SUBCONSULTANTs will not use or designate for use in connection with the Services any patented or patent-pending article, method or device which involves or requires payment of any license, fee or royalty in addition to the purchase price without KB's prior written approval. SUBCONSULTANT agrees to indemnify KB against any cost or expense incurred in connection with the payment of such license, fee or royalty in the event that KB' prior approval is not obtained and SUBCONSULTANT shall defend any suit or proceeding brought against KB based on a claim that

any item or part of an item furnished under this Agreement constitutes an infringement of any patent, trademark, service mark, or copyright, and shall pay all damages and costs awarded against KB or required to be paid in settlement of the claim. If the use of an item or part of an item is enjoined, SUBCONSULTANT shall at its own expense either procure for KB the right to continue using the item or part or replace it with a non-infringing item or part or modify the item or part so that it becomes non-infringing.

14. **Governing Law/ Severability and Waiver**. Governing law shall be as set forth in the prime contract between KB and its Client. In the absence of such provision, the laws of the State in which the Site is located shall govern this Agreement and the legal relations of the parties. No waiver of the terms, conditions, or covenants of this Agreement shall be binding and effective unless the same shall be in writing, signed by both parties. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

15. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the Services, and supersedes all prior negotiations, representations or agreements relating thereto, written, or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing, executed by KB and SUBCONSULTANT. No other waiver, alteration, or modification of any provision in this Agreement will be binding on either party. Any course of prior dealings or usage of the trade not expressly incorporated in this Agreement shall not be binding on either party. The parties represent and warrant that each has had the opportunity to review and negotiate the terms of this Agreement, with the benefit of counsel if desired, and agree that any ambiguity shall not be construed against the drafter.

16. **Non-Solicitation**. During the period commencing on the Effective Date of the Agreement and ending one year following the termination of Agreement, for whatever cause, neither party shall, without the other party's prior written consent, directly or indirectly, solicit or encourage any person to leave the employment or other service of the other party or its affiliates. During the period commencing on the date hereof through and ending one year following the termination of this Agreement, for whatever cause, neither party will, whether for its own account or for the account of any other person, intentionally interfere with the relationship of the other party or its affiliates with a tenant, co-investor, co-developer, joint venturer or other customer of the other party or its affiliates.

17. **Dispute Resolution**. Except for SUBCONSULTANT's breach of Section 16 of this Agreement, if a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, the parties agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will share equally in its costs, and that neither party will commence a civil action until after the completion of the initial mediation session.

RESOLUTION NO. 188.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING & ARCHITECTURE, P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE MERCURY MINIMIZATION PLAN

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, KB Engineering & Architecture, P.C., located at 100 Great Oaks Boulevard, Suite 114, Albany, New York 12203, for professional engineering services to draft and compile the Mercury Minimization Program (MMP) for 2024-2025, required to be submitted to NYSDEC, in an amount not to exceed three thousand two hundred and 00/100 ($3,200.00) dollar so be billed monthly as a percentage of the work completed.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 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: May 5, 2025

TO: Town Board

FROM: C. Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Authorize the Supervisor to negotiate and execute an agreement with KB Engineering and Architecture, P.C. to provide professional engineering services related to the drafting and compiling of the MMP Annual Report for 2024-2025

TOWN BOARD MEETING: May 14, 2025

Background Information: The Annual MMP Report is required by the New York State Department of Environmental Conservation in accordance with the Mercury Minimization Plan (MMP) approved in July 2021.

Evaluation/Analysis: KB Engineering and Architecture, P.C. will provide technical assistance for preparation of the MMP Annual Report which will include but not limited to review of wastewater treatment plant mercury sampling, review water system sampling, address actions proposed for the coming year and draft and submit the 2025 Annual Report to NYSDEC.

Recommendation(s): Enter into the agreement with KB Engineering and Architecture, P.C.for the above mentioned services at a cost not to exceed three thousand two hundred dollars ($3,200.00)

Attachment/Document(s): Agreement

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

KB Engineering & Architecture, P.C.

KB Engineering & Architecture, P.C.
100 Great Oaks Boulevard, Suite 114
Albany, NY 12203
P: 1.833.723.4768

May 05, 2025

Mollie Collins
Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: Town of Rotterdam
MMP Annual Report
Proposal for Engineering Services

Dear Mrs. Collins:

We are pleased to submit this Proposal to provide Professional Engineering Services related to drafting and compiling the MMP Annual Report for 2024 – 2025 which is required to be submitted to NYSDEC in accordance with the Mercury Minimization Plan (MMP) approved in July 2021. We propose the following scope of engineering services:

A. Base Services

Provide technical assistance for preparation of the Mercury Minimization Plan Annual Report for submission to NYSDEC utilizing information provided by the Town. The following services are included under this fee:

- Review of WWTP influent and effluent mercury test results provided by the Town.
- Review of semi-annual sampling conducted at the identified key sampling location provided by the Town.
- Attend one meeting with the Town representatives to discuss the actions proposed for the upcoming year.
- Draft and submit the 2025 Annual Report to NYSDEC once Town comments have been incorporated.

B. Fee

We propose to complete the above tasks for a lump sum fee not to exceed $3,200.00 to be billed monthly as a percentage of the work completed.

C. Exceptions and Limitations

1. Coordination and implementation of the MMP on behalf of the Town.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB Engineering's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, KB Engineering may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB Engineering in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB Engineering shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB Engineering from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB Engineering's performance of the affected Services. If KB Engineering's adherence to Client's policies increases KB Engineering's costs of providing the Services, KB Engineering shall notify Client of the foregoing and Client shall pay KB Engineering for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with KB Engineering's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

Douglas P Cole

Douglas P. Cole, P.E.
Senior Director of Water and Wastewater

cc: Jack Dodson, Deputy Supervisor

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF ROTTERDAM:	AGREED TO BY KB ENGINEERING & ARCHITECTURE, PC:
Mollie Collins, Supervisor	Kumar Buvanendaran – President & CEO
DATE:	DATE: 5/5/2025

1. **General**. These Standard SUBCONSULTANT Terms & Conditions, together with the Subconsultant Agreement, and its exhibits, constitute the full and complete Agreement between KB Engineering & Architecture, PC ("KB") and the entity or person identified as the SUBCONSULTANT in the Subconsultant Agreement. KB hereby gives notice that it objects to and expressly rejects the inclusion of any additional or different terms proposed by SUBCONSULTANT, and any reference to SUBCONSULTANT'S proposal is solely for the purpose of incorporating the description and specifications of any goods, materials or services contained therein. SUBCONSULTANT shall diligently perform all services, furnish all labor and materials and perform all tasks necessary to produce all of the deliverables required and perform all of the Services reasonably implied, incidental or inferred under the terms of this Agreement, its Exhibits, as well as all other documents attached to or incorporated by reference as forming a part of this Agreement ("Services"). The SUBCONSULTANT is not entitled to request a change order if the changes do not "materially" increase the Scope of Work. SUBCONSULTANT, its employees, and its agents are not the agents, representatives, or employees of KB, and SUBCONSULTANT is and shall be an independent contractor with regard to the Services. KB and the SUBCONSULTANT may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party".

2. **Standard of Care**. SUBCONSULTANT's Services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists, and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. SUBCONSULTANT agrees to promptly reperform, repair or replace, at KB's option and at SUBCONSULTANT's cost and expense, any Services which fail to conform to such requirements or in the event such a degree of skill and care is not exercised.

3. **Compliance**. SUBCONSULTANT shall comply with all applicable laws and regulations of any governmental agency having jurisdiction (including any requirement to obtain and maintain any permits, licenses, or approvals) to complete the Services. SUBCONSULTANT certifies compliance with all applicable federal, provincial, state, local, occupational, health and safety, labor, and other anti-discrimination laws, the standards and regulations issued thereunder, and the amendments thereto. The SUBCONSULTANT represents it shall comply, to the extent applicable, with all applicable provisions of the standards and regulations issued thereunder. Such rules and regulations are incorporated herein by reference with the same force and effect as if set forth herein verbatim. Furthermore, SUBCONSULTANT shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741 (a), regulations that prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status, and requires affirmative action by covered prime contractors and subconsultants to employ and advance in employment qualified individuals with disabilities and protected veterans.

4. **Schedule**. Time is of the essence in the performance of the obligations created by this Agreement if required by the Prime Contract between KB and KB's Client. Otherwise, SUBCONSULTANT agrees to commence and complete the Services in accordance with any schedule incorporated into this Agreement, or any schedule submitted by SUBCONSULTANT and otherwise accepted in writing by KB; and with respect to any changes, out of scope or additional Services, SUBCONSULTANT shall expeditiously perform such Services according to any schedule therefore agreed to by the parties. In addition, no Services shall be delayed and SUBCONSULTANT shall be required to proceed diligently with the performance of the Services under this Agreement during all disputes pending final resolution for any request for relief, claim, appeal or action arising under this Agreement.

5. **Compensation**. (a) SUBCONSULTANT may invoice KB after it has completed the Services, or portions thereof, and any required corrections to the satisfaction of KB, and delivered in accordance with the terms of this Agreement all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required hereunder, certificates of inspection, marked-up record documents, required itemizations and other documents required for progress payments. INVOICES MUST BE SUBMITTED TO SUBINVOICES@PRIMEENG.COM. INVOICES SUBMITTED TO KB SHALL INCLUDE A VALID, CURRENT COPY OF THE CERTIFICATE OF INSURANCE REQUIRED UNDER THIS AGREEMENT (IF NOT PREVIOUSLY PROVIDED DURING THE CURRENT YEAR). (b) KB agrees to

pay SUBCONSULTANT within thirty (30) days of KB's receipt of payment from Client for SUBCONSULTANT's satisfactory Services which has been accepted by the Client. SUBCONSULTANT expressly agrees that it shall be a condition to any payment that KB shall have received payment from the Client for such Services of the SUBCONSULTANT, and that such payment by the Client shall be a condition precedent to KB's obligations hereunder, and that KB shall have no obligation to SUBCONSULTANT unless payment for such Services is made to KB by the Client. However, in the event KB's Client disputes or otherwise withholds a payment to KB, which payment includes some non-disputed portion due SUBCONSULTANT, KB will make all reasonable efforts to secure release of non-disputed portion of payment from its Client. (c) SUBCONSULTANT warrants that title to and ownership of the Services shall transfer to KB free and clear of all liens or rights of liens. No payment shall be made to SUBCONSULTANT without a duly executed Agreement and a valid, current Certificate of Insurance in compliance with this Agreement. Payments made to the SUBCONSULTANT will include compensation for all applicable sales, use, gross receipts, or excises taxes. (d) In recognition that KB's Client requires the prompt submission of invoices for payment, the parties agree that all invoices must be submitted by SUBCONSULTANT to KB within ninety (90) days of the date costs are incurred or the scheduled completion date whichever occurs first. SUBCONSULTANT waives its right to receive payment on all invoices which are not submitted within that time. KB may set-off or counterclaim against amounts payable to SUBCONSULTANT, or asserted to be payable to SUBCONSULTANT, under this or any other contract, any claim KB may have against SUBCONSULTANT, including any failure to comply with any terms herein.

6. **Changes**. No changes to this Agreement and no extra charges will be allowed unless a duly authorized representative of KB specifically agrees to them in writing. As a condition precedent to SUBCONSULTANT's recovery on any claim for an increase in the cost of the Services or for an extension of time to complete the Services (a "Claim"), SUBCONSULTANT shall, immediately after the occurrence of the event which SUBCONSULTANT believes may give rise to a Claim, give KB written notice of the claim, which notice shall contain a verified statement that supports the claim and details the estimated change in the Subcontract cost and the time to complete the Services. SUBCONSULTANT's failure to provide notice as required by this paragraph shall be a waiver of SUBCONSULTANT's right to recovery under the Agreement and on a Claim. In no event shall SUBCONSULTANT be entitled to compensation for changes which are not reimbursable to KB by its Client. Any determination by KB or Client regarding same shall be binding upon SUBCONSULTANT.

7. **Insurance**. SUBCONSULTANT shall provide and maintain during the term of this Agreement and for three (3) years after completion of Services, at SUBCONSULTANT's expense, the minimum limits of insurance described below. SUBCONSULTANT's failure to procure the required types and limits of insurance as set forth herein, shall not relieve SUBCONSULTANT of its indemnification obligations hereunder. *(a) Workers' Compensation*, Disability Benefit, and Employer's Liability Insurance in at least the minimum amounts required by and in compliance with the laws of the State(s) where the Services is to be performed. *(b) Commercial General Liability Insurance*, including contractual liability, completed operations, hazards and explosion, collapse, and underground hazard coverage, with a limit of not less than $1,000,000 per occurrence, $2,000,000 aggregate. All such insurance policies shall provide (unless by specific statute applicable thereto it is otherwise provided) coverage for: (i) damage to above-ground or underground property; (ii) collapse of structures; (iii) damage resulting from explosion or blasting; (iv) damages or losses arising out of liabilities assumed, except infringement, under the indemnity provision of this Agreement; and (v) damage to completed operations. If the Services to be performed is within or near a railroad right-of- way and other railroad facilities, SUBCONSULTANT's insurance shall not include any exclusions of coverage for any claims or liabilities associated with Services, occurrences or incidents occurring within 50 feet of railroad right-of-way and other railroad facilities. *(c) Automobile Liability Insurance* covering owned, non-owned, and hired vehicles used by SUBCONSULTANT in connection with the Services with a limit of not less than $1,000,000 per accident combined single limit, $1,000,000 aggregate. If/when transporting waste motor carrier endorsement form MCS-90 will be required. *(d) Following form Excess Umbrella Liability Insurance* extending coverage under SUBCONSULTANT's comprehensive general, automobile and Employer's Liability insurance policies with a limit of $2,000,000

per occurrence and in the aggregate. (e) If the Services involves the handling, transportation or use of chemicals or contaminants or Services areas containing pollutants or hazardous materials, Pollution Liability with a limit of not less than $1,000,000 per incident, $1,000,000 aggregate to coverage damage or losses relating to environmental impairment as may have been caused by the SUBCONSULTANT. (f) For professional services, including but not limited to engineering, architectural, laboratory analysis and/or surveying services, are part of the Work, *Professional Liability (Errors and Omissions) Insurance* with a limit of not less than $1,000,000 per claim, $2,000,000 aggregate.

8. **Certificates of Insurance (COI)**. *(a) General Information.* SUBCONSULTANT's proof of coverage shall be in the form of a duly executed and properly endorsed insurance certificate from an insurance carrier licensed to transact insurance business in the state in which the Services is to be performed. Each certificate shall certify that all the required insurance, in Section 7, has been effected and that the SUBCONSULTANT is covered thereby. SUBCONSULTANT shall provide KB with the certificate of insurance (COI) indicating that the minimum types and limits of insurance have been procured by SUBCONSULTANT prior to final execution of this Agreement and include said COI as an exhibit to the Agreement. All certificates must contain the applicable KB project manager contact name (first and last name), project name and project number.to ensure timely payment. Refer to the Subconsultant Agreement for project manager, project name and project number. *(b) Additional Insureds.* SUBCONSULTANT agrees to name "KB Engineering & Architecture, PC, its Client, and their respective affiliates, directors, officers, employees, and agents" as additional insured as their interests may apply on all policies as required by Section 7 (with the exception of the Workers' Compensation, Employer's Liability, and any Professional Liability Policy). SUBCONSULTANT shall provide this specific language endorsement on the Certificate of Insurance under the additional insured section of the COI.

9. **Insurance Miscellaneous**. *(a) Waiver of Subrogation.* SUBCONSULTANT shall cause the underwriters of each of the insurance coverage required above waive all rights of subrogation against "KB Engineering & Architecture, PC, its Client and their affiliates, directors, officers, employees, and agents" where allowed by law under each of the foregoing policies. *(b) Thirty (30) Day Cancellation Notice.* SUBCONSULTANT shall provide KB and Client with a minimum of thirty (30) days written notice prior to the effective date of cancellation of, or diminution in the coverage provided by, all such policies. *(c) Insurance Policies.* Upon request SUBCONSULTANT shall provide KB with certified copies of its insurance policies. *(d) Claims or losses or potential losses.* SUBCONSULTANT agrees to promptly notify KB of any claims or losses or potential claims or losses resulting from or arising out of SUBCONSULTANT's performance of the Services and shall, within three (3) days of occurrence, provide KB with copies of SUBCONSULTANT's correspondence pertaining to the incident, including any and all SUBCONSULTANT accident reports. *(e) Primary and non-contributory.* Any coverage provided KB by SUBCONSULTANT'S insurance under this Agreement is primary insurance and shall not be considered contributory insurance with any insurance policies of KB, its members, subsidiaries, and affiliated companies. *(f) Incident Notices.* Whenever an employee of SUBCONSULTANT suffers an occupational injury or disease as a result of the Services and such injury or disease is required by the Workman's Compensation or Occupational Disease Laws to be reported to the proper authorities, SUBCONSULTANT shall promptly furnish a copy of such report to KB. SUBCONSULTANT also shall require all SUBCONSULTANTs to furnish copies of such reports to KB in connection with occupational injuries or diseases sustained by their employees.

10. **Indemnity**. (a) ***With respect to non-professional services (General Liability Insurance)***, SUBCONSULTANT agrees to indemnify, defend and hold KB and Client and their respective owners, partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death, including claims of SUBCONSULTANT's employees, to the extent caused by the act, error, omission, breach of contract, recklessness, wrongful acts, intentional misconduct, willful misconduct and gross negligence of or by SUBCONSULTANT, or its subconsultants, in providing the Services hereunder. (b) ***With respect to professional services (Professional Liability Insurance)***, SUBCONSULTANT agrees to indemnify and hold the KB and Client and their respective owners, partners, directors, officers and employees ("Indemnitees") harmless from judgments and liabilities, including property damage and bodily

injury or death ("Damages"), including claims of SUBCONSULTANT's employees, to the proportionate extent caused by the negligent act, error, omission, breach of contract, recklessness, wrongful acts, intentional misconduct, willful misconduct and gross negligence of or by SUBCONSULTANT, or its subconsultants, in providing the Services hereunder. SUBCONSULTANT's defense obligations hereunder, including any actual or implied up-front duty to defend, with respect to professional negligence-based claims shall mean the reimbursement of reasonable attorneys' fees incurred by Indemnitees to the proportionate extent such Damages are caused by SUBCONSULTANT's negligence as proven in a Court with competent jurisdiction and recoverable under applicable law on account of negligence.

11. **Assignment / Subcontracts**. SUBCONSULTANT shall not assign any proceeds or subcontract any of the Services to be performed hereunder without the express written consent of KB. SUBCONSULTANT will be fully responsible to KB for the acts and omissions of its lower-tier subconsultants and of persons either directly or indirectly employed by all SUBCONSULTANT's lower-tier subconsultants.

12. **Termination / Survival**. KB may terminate this Agreement with or without cause upon delivery of written notice to SUBCONSULTANT. In the event KB shall terminate without cause, KB shall be liable to SUBCONSULTANT in accordance with the terms of this Agreement, inclusive of the limitations set forth in the contract between KB and its Client, for any outstanding amount owing to SUBCONSULTANT for Services provided to KB's satisfaction through the effective date of termination. All express representations, confidentiality obligations, waivers, and the indemnifications included in this Agreement will survive its completion or termination for any reason. If this Agreement is terminated for cause, KB may procure, upon such terms as it shall deem appropriate, supplies or services like those so terminated. SUBCONSULTANT shall continue performance under this Agreement to the extent not terminated and shall be liable to KB for any excess cost for such similar supplies or services, and for any other costs, expenses, or liabilities incurred by KB and/.or its Client(s) as a result of SUBCONSULTANT's default. KB reserves the right to offset any such costs, expenses, or liabilities against monies due to SUBCONSULTANT under this or any other AGREEMENT. In the event the amount of damage exceeds the balance due to SUBCONSULTANT, SUBCONSULTANT shall pay to KB the amount of such excess. The rights and remedies of KB set forth in this Paragraph shall not be exclusive and are in addition to all other rights and remedies of KB.

13. **Use of Documents / Confidentiality / Ownership**. SUBCONSULTANT shall maintain complete and accurate working files and/or documentation of the Services, including new data, calculations, estimates, assumptions, logs, maps, drawings, plans, specifications, diaries, interpretations, notes and calibrations, for a period of ten (10) years following final payment under this Agreement or until final conclusion of any litigation or administrative proceeding arising under or materially concerning this Agreement or the Services, and shall provide KB unrestricted access to such items and dispose of them only as directed by KB. All documents provided by SUBCONSULTANT pursuant to this Agreement are instruments of service of SUBCONSULTANT, and SUBCONSULTANT shall retain an ownership and property interest therein (including the right of reuse) until KB has made payment to SUBCONSULTANT for such documents pursuant to this Agreement. Notwithstanding the foregoing, upon termination of this Agreement or at an earlier time if KB requests, SUBCONSULTANT will deliver to KB any data, materials or information received or generated in the performance of this Agreement. Except to the extent required by law or government order, or as expressly permitted by the prior written consent of KB, SUBCONSULTANT agrees not to disclose any third party data, information, or documentation obtained, created, compiled, or prepared (in whatever form) by SUBCONSULTANT in connection with the performance of Services under this Agreement or any Services Authorization issued hereunder. SUBCONSULTANT and its SUBCONSULTANTs will not use or designate for use in connection with the Services any patented or patent-pending article, method or device which involves or requires payment of any license, fee or royalty in addition to the purchase price without KB's prior written approval. SUBCONSULTANT agrees to indemnify KB against any cost or expense incurred in connection with the payment of such license, fee or royalty in the event that KB' prior approval is not obtained and SUBCONSULTANT shall defend any suit or proceeding brought against KB based on a claim that

any item or part of an item furnished under this Agreement constitutes an infringement of any patent, trademark, service mark, or copyright, and shall pay all damages and costs awarded against KB or required to be paid in settlement of the claim. If the use of an item or part of an item is enjoined, SUBCONSULTANT shall at its own expense either procure for KB the right to continue using the item or part or replace it with a non-infringing item or part or modify the item or part so that it becomes non-infringing.

14. **Governing Law/ Severability and Waiver**. Governing law shall be as set forth in the prime contract between KB and its Client. In the absence of such provision, the laws of the State in which the Site is located shall govern this Agreement and the legal relations of the parties. No waiver of the terms, conditions, or covenants of this Agreement shall be binding and effective unless the same shall be in writing, signed by both parties. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

15. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the Services, and supersedes all prior negotiations, representations or agreements relating thereto, written, or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing, executed by KB and SUBCONSULTANT. No other waiver, alteration, or modification of any provision in this Agreement will be binding on either party. Any course of prior dealings or usage of the trade not expressly incorporated in this Agreement shall not be binding on either party. The parties represent and warrant that each has had the opportunity to review and negotiate the terms of this Agreement, with the benefit of counsel if desired, and agree that any ambiguity shall not be construed against the drafter.

16. **Non-Solicitation**. During the period commencing on the Effective Date of the Agreement and ending one year following the termination of Agreement, for whatever cause, neither party shall, without the other party's prior written consent, directly or indirectly, solicit or encourage any person to leave the employment or other service of the other party or its affiliates. During the period commencing on the date hereof through and ending one year following the termination of this Agreement, for whatever cause, neither party will, whether for its own account or for the account of any other person, intentionally interfere with the relationship of the other party or its affiliates with a tenant, co-investor, co-developer, joint venturer or other customer of the other party or its affiliates.

17. **Dispute Resolution**. Except for SUBCONSULTANT's breach of Section 16 of this Agreement, if a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, the parties agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will share equally in its costs, and that neither party will commence a civil action until after the completion of the initial mediation session.

RESOLUTION NO. 189.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH COLLAR CITY AUCTIONS, INC. FOR AUCTIONEER SERVICES OF GOVERNMENT ASSETS

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 Collar City Auctions, Inc., located at 9423 Western Turnpike, Delanson, NY 12053, for auctioneer services of government asset including all equipment and materials declared obsolete by the Rotterdam Town Board, for a three (3) year period commencing May 14, 2025 through May 14, 2028.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14th, 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: May 1th, 2025

TO: Supervisor Collins and Town Board

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: Auction services to be awarded to Collar City Auctions, Realty & Management, Inc., for auctioneer and related services for a (3) year period, to auction all equipment and materials declared obsolete by the Rotterdam Town Board.

TOWN BOARD MEETING DATE: May 14th, 2025

Background Information: Collar City Auctions have been doing the auctions for obsolete Equipment since 2018.

Evaluation/Analysis: Collar City Auctions has provided the prior service with great respect and understanding of our needs.

Recommendation(s): To have the Town Board authorize the agreement with Collar City.

Attachment/Document(s): Agreement with Collar City Auctions attached.

Compliance with Purchasing Policy? Yes

Effect(s) on Existing Law(s)? General Municipal Law Section 103

LEGISLATION WILL BE PREPARED BY: Supervisors Office

ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on May 14, 2025, between Town of Rotterdam NY, 11 Sunset Blvd, Rotterdam, NY 12306 called "Seller", and **Collar City Auctions, Inc**., 9423 Western Turnpike, Delanson, NY 12053, hereafter called "Auctioneer":

l.) TERM: The terms and prices of this contract shall remain in effect for three years after the agreement is executed, based on the needs of the Seller, and may be extended by mutual agreement in three-year increments with written consent of both parties. It is understood by the parties that this Agreement is exclusive.

2.) SERVICES:

a.) The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As is", Where-is", subject to terms that shall be mutually agreed upon. The Auction is to be held online at www.collarcityauctions.com, beginning and closing on mutually agreed dates and times.

b.) It is agreed that all merchandise to be auctioned pursuant to resolution of the Rotterdam Town Board be sold "as-is", "where-is", without warranty or guarantee express, implied, or otherwise. All sales are final upon acceptance of the bid by the Auctioneer. Payment shall be made upon acceptance of the bid.

c.) Purchasers will be required to pay an eighteen percent buyer's premium for all equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. The Auctioneer shall travel to the seller's site, take all photographs, assign lot numbers, collect descriptions, signed titles and authorization to sell forms, schedule and handle onsite inspections, oversee post auction transfer to all buyers, collect all monies, including sales tax. The Auctioneer shall also collect and retain a four percent administrative fee that shall be paid by the purchaser in addition to bid(s) price(s) for all credit and debit card purchases. Credit card purchases shall be limited to three thousand dollars. Any single buyer that accrues in excess of three thousand dollars in combined purchases shall be required to make full payment to the Auctioneer via cash, wire-transfer or official bank check drawn on an FDIC Insured Financial Institution. The purchaser shall be required to pay the Auctioneer a wire transfer fee. The four percent fee shall be forgiven when cash, wire transfer or official bank check payment is received by the Purchaser(s).

d.) Additionally, the Auctioneer will conduct auction(s) at a ten percent commission cost to the Seller, the Auctioneer takes photos and descriptions of the merchandise and relieves the Seller from any obligation to provide this information to Auctioneer. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items. The Seller shall supply a list of what is to be included in all auctions prior to the Auctioneer's staff arriving at the site.

e.) The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the auction along with a detailed accounting of all lots sold and/or unsold. The report shall contain the lot number and high bid received. In the event of a bidder(s) refusal or failure to pay for their invoiced item(s), the Auctioneer will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from all future auctions. If the backup bidder does accept the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, after a reasonable time has been allowed for the backup bidder to make payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction at no cost to the Seller and under the terms contained herein.

3. SELLER OBLIGATIONS:

a. The Seller agrees to provide Titles, Keys, and all other Proof of Ownership to the Auctioneer and/or Customers who provide proof and a paid invoice from Collar City Auctions, Inc. Collar City staff shall release the purchased items once the Auctioneer has received full payment for the goods provided by the Seller to be sold at auction.

b. The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles.

4. The Seller agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

5. ASSIGNMENT: It is agreed that the Auctioneer shall not assign, transfer, convey, or otherwise dispose of this contract or the Auctioneer's responsibility to perform under this contract or the Auctioneer's right, title or interest in and/or to the same, nor any payment thereof, nor to any monies which are or will become due and payable to the Auctioneer thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the Seller.

6. INDEPENDENT CONTRACTOR: The Parties agree that the Auctioneer is engaged as an independent contractor to the Seller. Nothing contained in this agreement will be construed to create the relationship of employer and employee, principal and agent, partnership, joint venture, or any other fiduciary relationship. The Auctioneer is not, shall not, and has no authority to act as an agent or representative of the Seller. The Auctioneer shall make no claim for, nor shall be entitled to, Workers' Compensation coverage, medical and unemployment benefits, Social Security, or retirement membership benefits from the town. The Auctioneer further agrees that the Seller shall not be liable for any payroll deductions, including but not limited to, U.S. Social Security taxes, Federal and/or State withholding taxes. The Purchaser agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals including obligations such as payment of quarterly taxes, social security, disability, and other contributions based on the fees paid to the Auctioneer under this Agreement. Auctioneer agrees to indemnify and hold the Seller harmless to the extent that they become obligated to pay any of the above taxes or incurs any similar liabilities.

7. HOLD HARMLESS: To the extent caused by the Auctioneer, the Auctioneer shall indemnify, and hold harmless the Seller, its affiliates, agents, officers, directors, and employees from any and all claims, liability, demands, losses arising out of injury to persons, including death, any causes of action, damages, lawsuits judgments, and any claim based on any statute, law, ordinance, code, or regulation arising out of, relating to, or sustained in connection with the Auctioneer's provision of services under this Agreement. Auctioneer agrees to accept exclusive responsibility and liability for complying with all applicable state and federal laws, and all codes, regulations, statutes, and ordinances governing self-employed individuals including, without limitation, obligations regarding payment of quarterly taxes, social security, disability, and any other contributions based on the fees paid to the Auctioneer under this Agreement. Auctioneer agrees to reimburse, indemnify, defend, and hold harmless the Seller to the extent that the Seller becomes obligated to pay any of the above taxes, contributions, or payments, or to the extent the Seller incurs any similar liabilities.

8. LIABILITY: The Seller shall not be liable to the Auctioneer for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the Auctioneer has been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, and any and all other torts.

9. INSURANCE: The Auctioneer agrees to obtain and maintain Workers Compensation and General Liability Insurance including Comprehensive Form, Premises-Operations and Broad Form Contractual with minimum limits of $1,000,000.00 per incident.

The required insurance policies must be endorsed to include the Town as an additional insured. The Certificate of Insurance Holder shall be:

Town of Rotterdam NY, 11 Sunset Blvd, Rotterdam, NY 12306

Also, these policies must include the provision that the issuing company(s) will notify the Certificate of Insurance Holder by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation, or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall also notify the Certificate of Insurance Holder thirty days prior to the renewal of the policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Town.

10. STATUTORY COMPLIANCE: In acceptance of this Agreement, the Auctioneer covenants and agrees to comply in all respects with all Federal, State, and Town laws, rules, regulations, and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages, and human rights.

11. LICENSES AND PERMITS: The Auctioneer hereby agrees that the Auctioneer will obtain at his own expense those licenses or permits for the work performed under this contract that are applicable to the Auctioneer, if any are necessary, prior to the commencement of work.

12. APPROPRIATIONS: It is understood by and between the parties hereto that this agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by the Seller beyond monies appropriated and available for the purpose thereof. In no instance will the Seller be obligated to make payments that are not appropriated and budgeted. Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by the Seller or are otherwise unavailable to the Seller for payment.

13. CONTRACT MODIFICATIONS: This agreement represents the entire and integrated agreement between the Seller and the Auctioneer and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the Seller and the Auctioneer.

14. SEVERABILITY: If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15. CONFLICT: In the event of any conflict between this Agreement and any other document the terms of this Agreement shall prevail.

16. WAIVER: A failure or delay in exercising any right, power, or privilege in respect of this agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power, or privilege.

17. VENUES AND DISPUTES: The exclusive means of disposing of any dispute arising under the agreement shall be decided in a New York State Court of competent jurisdiction located within the State of New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Auctioneer shall proceed diligently with performing the terms of this agreement. The Auctioneer waives any dispute or claim not made in writing and received by the Town within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

18. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of New York.

19. NON-DISCRIMINATION: In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Auctioneer agrees that neither it nor its Town-approved sub-Auctioneers shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, familial status, marital status or domestic violence victim status, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation in terms, conditions or privileges of employment or make any inquiry into prospective employment which expresses, indirectly or directly any limitation specification or discrimination based on the foregoing characteristics.

Town of Rotterdam, NY

_____	_____
Seller's Authorizing Signature	Printed Name and Title

Collar City Auctions, Inc.

	Randy Passonno, President
_____	
Auctioneer Authorizing Signature	Printed Name and Title

RESOLUTION NO. 190.25

TO ENACT LOCAL LAW NO. 4 OF 2025; TO AMEND CHAPTER 107 OF THE CODE OF THE TOWN OF ROTTERDAM REGULATING DOGS WITHIN THE TOWN OF ROTTERDAM

WHEREAS, an introductory local law entitled proposed amendments to Chapter 107 of the Town Code of the Town of Rotterdam was introduced to the Town Board of the Town of Rotterdam on April 23, 2025; and

WHEREAS, a Notice of Public Hearing thereon was duly published and posted, and a public hearing was held on May 14, 2025, at 7:00 PM, before the Town Board; and

WHEREAS, public discussion was heard at such hearing concerning the merits and significance of said introductory local law; NOW

THEREFORE, UPON MOTION OF Councilmember _____**,**

seconded by Councilmember _____**,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby adopt said Introductory Local Law No. 4 of 2025; To amend Chapter 107 of the Code of the Town of Rotterdam, regulating Dogs within the Town of Rotterdam, a copy of which is attached hereto and made part of this resolution.

SECTION 2. The Town Clerk is hereby directed to enter said local law in the minutes of this meeting and in the Code of the Town of Rotterdam, and to give due notice of the adoption of said local law to the Secretary of State of New York.

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Proposed Amendment inclusions to Town Code 107

1. **Eligibility Criteria:**
    - Only owners of properly licensed, vaccinated, and tagged dogs are eligible for a permit.
    - Dogs must be at least 4 months old, up to date on vaccinations (Rabies, Distemper, and Bordetella), and free from contagious diseases and parasites.
    - Dogs must wear identification tags (including the owner's contact information) and collars at all times.
2. **Application Process:**
    - Visit the Town Clerk's office or apply online at the Town of Rotterdam's official website.
    - Submit proof of the dog's vaccination records and licensing (a copy of your dog's rabies certificate, distemper vaccination, and Bordetella vaccination).
    - Complete the permit application form, which includes:
        - Owner's name, address, and contact information.
        - Dog's name, breed, age, and a current photo.
    - Acknowledge understanding of the park's rules and regulations.
3. **Permit Fee:**
    - No fee is required for Town of Rotterdam residents.
    - A nominal fee may be required for the permit for non-residents. The fee is due annually and must be paid at the time of application or renewal.
    - Fee amount: **$25 per year**.
4. **Permit Approval:**
    - The Town Clerk will review the application. If all requirements are met, the permit will be issued.
    - Once approved, the owner will receive a Dog Park Permit with a unique permit number, valid for one year.
    - The permit must be kept with the owner or visible while inside the dog park.
5. **Permit Renewal:**
    - Permits are valid for one year from the date of issue. To renew:
        - Ensure your dog's vaccinations are up-to-date.
        - Submit proof of vaccination again if applicable.
        - Pay the annual fee.

- Confirm no violations have occurred during the previous year.

Permit Holder Responsibilities:

- **Supervision & Control:** Owners must remain inside the park at all times while their dog is in the off-leash area. Dogs must be under voice control at all times.
- **Dog Behavior & Aggression:** Owners are responsible for their dog's behavior. Aggressive dogs must be immediately removed from the park, and aggressive behavior may result in suspension or permanent ban from the park.
- **Compliance with Rules:** By obtaining the permit, you agree to adhere to all dog park rules and regulations, including health and safety guidelines, waste cleanup, and behavior policies.

Enforcement & Penalties for Violation:

- **First Violation:** Warning issued to the permit holder.
- **Second Violation:** Fine and/or temporary suspension from park use.
- **Third Violation:** Permanent loss of park privileges.
- **Severe Incidents:** Immediate expulsion from the park, which may also involve legal action or citations if required.

Permit Suspension or Revocation:

- If a dog is found to have violated park rules (such as being aggressive, unvaccinated, or otherwise disruptive), the permit may be suspended or revoked.
- Owners are required to report any incidents involving bites, injuries, or aggression to the Town Parks Supervisor within 24 hours.

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: May 6, 2025

TO: Supervisor Collins and Town Board

FROM: Ronald Schlag

TITLE OF REQUEST: To enact local law proposed Amendment inclusions to Town Code 107.

TOWN BOARD MEETING DATE: 5-14-25

Background Information: The Town Board of the Town of Rotterdam desires to include a permit structure for use of the new Juracka Dog Park within the Town of Rotterdam.

Evaluation/Analysis: The dog park rules and permitting process was drafted by the Town Attorney in conjunction with the Parks and recreation committee and Town Board Liaisons after research of dog parks permits in other municipalities. Public Hearing is being held on May 14th for comments.

Recommendation(s): To get the Dog Park open for the 2025 season, my recommendation is to enact a new local law for dog park rules and permitting which requires amending the Town Code.

Attachment/Document(s): See attached Proposed Amendment inclusions to Town Code 107.

Compliance with Purchasing Policy? N/A

Effect(s) on Existing Law(s)? Proposed Amendment inclusions to Town Code 107

LEGISLATION WILL BE PREPARED BY: Supervisors Office

New York State
Department of State
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
dos.ny.gov

NEW YORK STATE | **Department of State**
Corporations, State Records & UCC

Local Law Filing

Pursuant to Municipal Home Rule Law §27

Local Law Number ascribed by the legislative body of the local government listed below:

4 **of the year 20** 25

Local Law Title: To amend Chapter 107 of the Code of the Town of Rotterdam, regulating Dogs within the Town of Rotterdam

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

☐ **County** ☐ **City** ☑ **Town** ☐ **Village**
(Select one)

of Rotterdam **as follows on the attached pages:**
(Name of Local Government)

For Office Use Only

Department of State Local Law Index Number: _____ **of the year 20** ____

(The local law number assigned by the Department of State for indexing purposes may be different from the local law number ascribed by the legislative body of the local government.)

Local Law Filing

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto ascribed as local law number 4 of 20 25 of the (~~County~~)(~~City~~)(Town)(~~Village~~) of Rotterdam was duly passed by the Town Board on May 14, 20 25 in accordance with the applicable provisions of law.

(Name of Legislative Body)

~~**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)**~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20_____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20_____ in accordance with the applicable provisions of law.~~

~~*(Name of Legislative Body)*~~

~~*(Elective Chief Executive Officer*)*~~

~~**3. (Final adoption by referendum.)**~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20_____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20 _____. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20 _____ in accordance with the applicable provisions of law.~~

~~*(Name of Legislative Body)*~~

~~*(Elective Chief Executive Officer*)*~~

~~**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20_____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20 _____ . Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20_____ in accordance with the applicable provisions of law.~~

~~*(Name of Legislative Body)*~~

~~*(Elective Chief Executive Officer*)*~~

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

~~5. (City local law concerning Charter revision proposed by petition.)~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number~~ _____ ~~of 20~~ _____ ~~of the City of~~ _____ ~~having submitted to referendum pursuant to the provisions of Section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on~~ _____ ~~20~~ _____ ~~became operative.~~

~~6. (County local law concerning adoption of Charter.)~~

~~I hereby certify that the local law annexed thereto, ascribed as local law number~~ _____ ~~of 20~~ _____ ~~of the County of~~ _____ ~~State of New York, having been submitted to the electors at the General Election of November~~ _____ ~~20~~ _____ ~~pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.~~

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in the paragraph _____ above.

_____

Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

_____

(Date)

RESOLUTION NO. 191.25

TO SELECT BARTON AND LOGUIDICE P.C. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT PLANT UPGRADE PROJECT

WHEREAS, the Town issued a Request for Qualifications (RFQ) for Engineering Services regarding the Town of Rotterdam Wastewater Treatment Plant Upgrade Project on April 10, 2025, with responses due by May 2, 2025; and

WHEREAS, the Town received one (1) response to the RFQ from Barton and Loguidice; and; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby select Barton and Loguidice P.C. as the engineering firm to provide professional engineering services for the Wastewater Treatment Plant Upgrade Project.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 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:	May 8, 2025
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Sr. Planner
TITLE OF REQUEST:	Request for Qualifications (RFQ) for Engineering Services
TOWN BOARD MEETING:	May 14, 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 Waste Water Treatment Plant (WWTP) upgrade project. Recent changes in funding regulations included a federal requirement to add the Request for Qualifications (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. The Town issued a RFQ for Engineering Services regarding the Town of Rotterdam WWTP upgrade project on April 10, 2025. Reponses were due on May 2, 2025. The Town received one response from engineering firms. It is recommended that Barton and Loguidice, P.C. be appointed as the firm to provide professional engineering services on the WWTP Upgrade project.
Recommendation(s):	Adopt a resolution authorizing the Town Supervisor to execute all documents to retain the engineering services of Barton and Loguidice, P.C. for the WWTP Upgrade project.
Attachment/Document(s):	Request for Qualifications from Barton and Loguidice
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town / 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, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 153.25

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

TOWN OF ROTTERDAM
REQUEST FOR QUALIFICATIONS

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

WASTEWATER TREATMENT PLANT UPGRADE PROJECT

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

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

DATED: April 9, 2025
Daily Gazette: Please publish once on or before April 11, 2025.
Town Clerk
Post

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

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

DATED: April 9, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 14, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County NY

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)

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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 REQUIRMENTS

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 RFQ 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 RFQ 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

NEW YORK STATE | Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

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

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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/eeo-1-survey/eeo-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 or WBE.				
Address:		**Phone #:**		**Fed. Employer ID #:**
Description of Work:		**Email:**		
Award Date:	**Start Date:**	**Completion Date:**	**MWBE GOAL Total**	**PROPOSED MWBE Participation**
Total Contract Amount: $ **MWBE Eligible Contract Amount:** $ (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			**Total:** % $	**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

NEW YORK STATE | 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

NEW YORK STATE | 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

April 9, 2025

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 INCUDE 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.

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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
NYSCC	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.

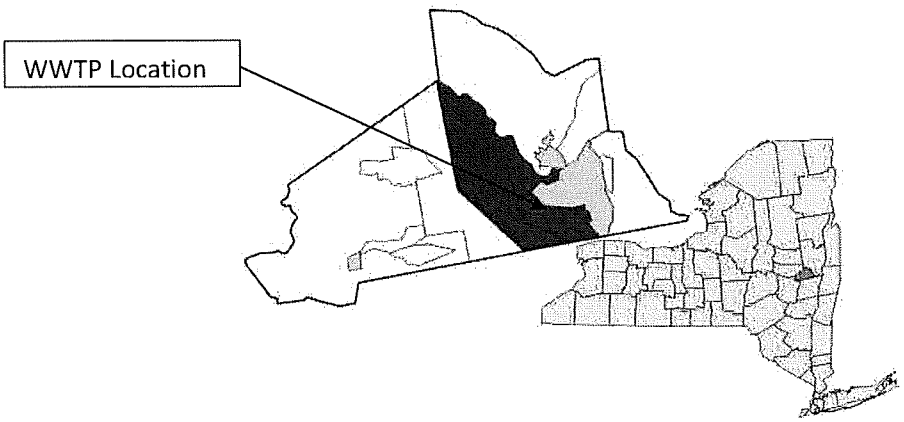


Figure 2-1: Project Location Map

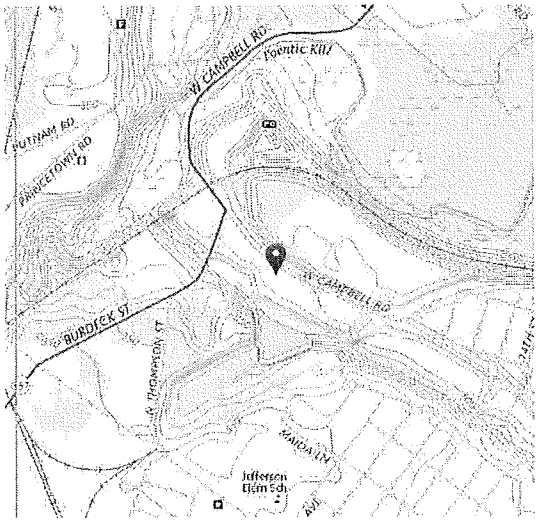


Figure 2-2: USGS Topographic Map

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 FIRMette digital flood map of the project area is included in APPENDIX C.

2.1.5. Environmental Justice Areas

Screening though 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.

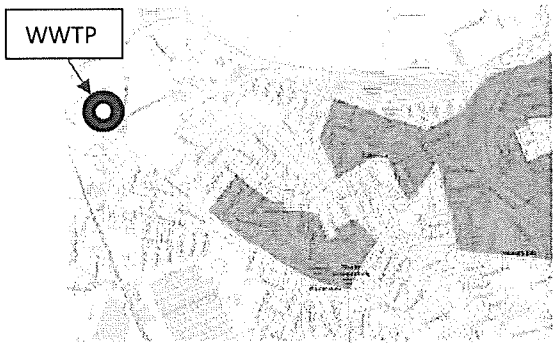


Figure 2-3: DEC Environmental Justice Area Map

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		Effluent Limits			
	Type	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

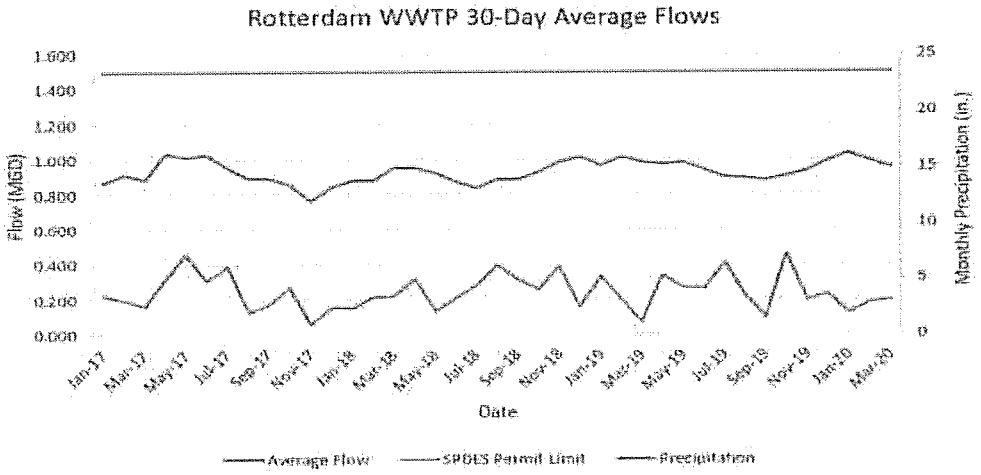


Figure 3-1: 30-Day Monthly Average Flows

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

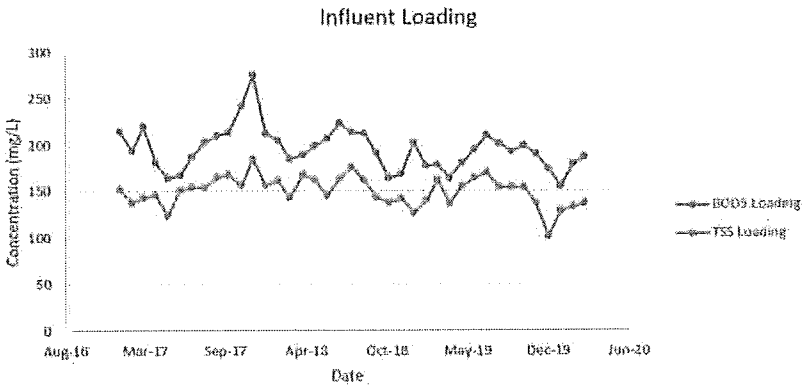


Figure 3-2 Monthly Average BOD5 and TSS Loadings

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.

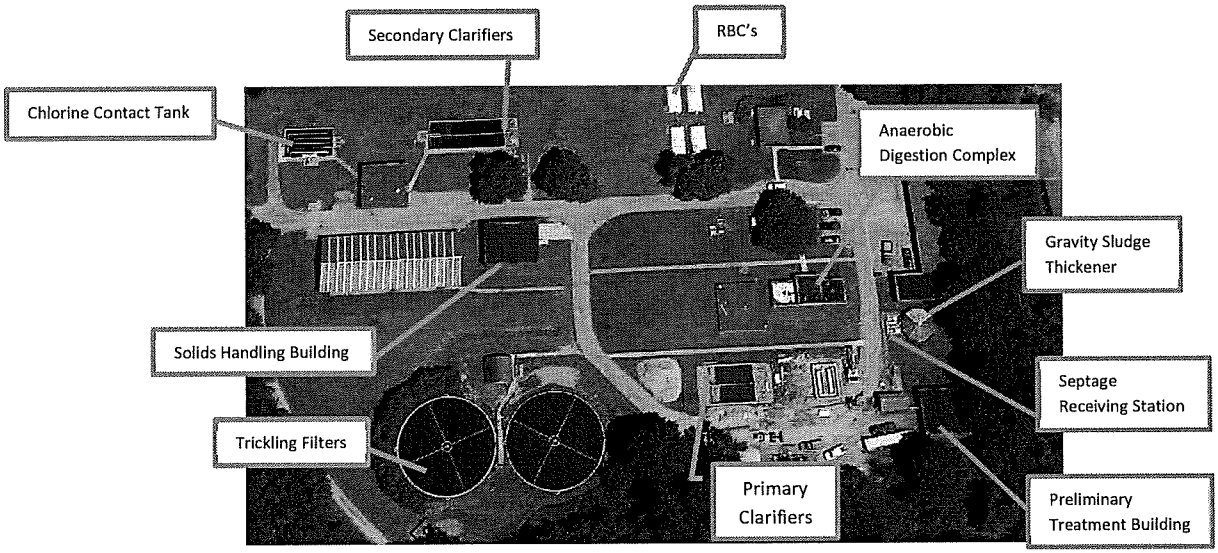


Figure 3-3: Existing WWTP Site Layout

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.

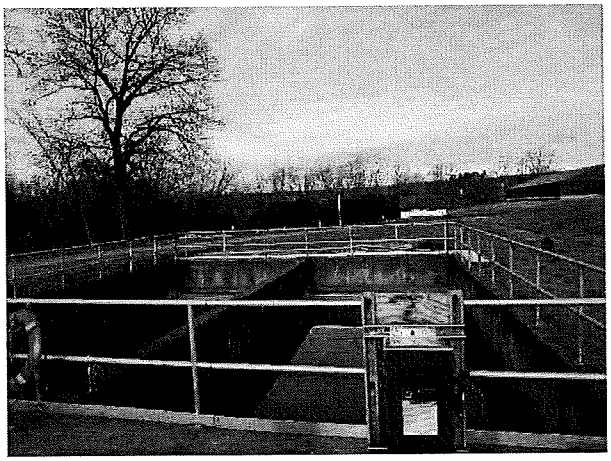


Figure 3-4: Primary Clarifiers

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.

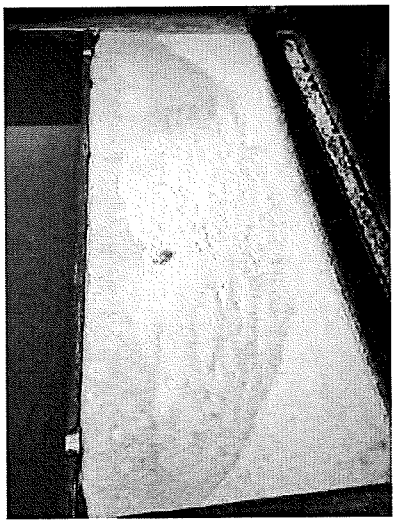


Figure 3-5: Primary Clarifier Grease

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/ft^2 at design average flow and 1,500-2,000 gpd/ft^2 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.

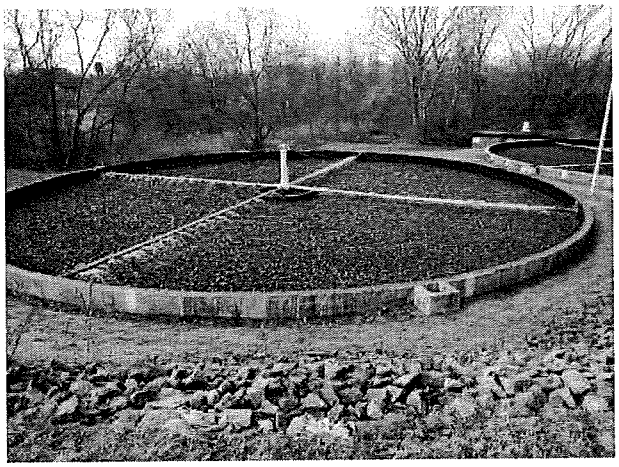


Figure 3-6: Trickling Filters

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 BOD_5 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 BOD_5 at ADF, so the design BOD_5 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 BOD_5/1000 ft^3, and that the hydraulic loading rate be maintained between 25 and 100 gpd/ft^2. The filter surface area is 10,947 ft^2 and the filter media volume is 87,575 ft^3. Based off these values, the existing trickling filters are rated for 2,189 ppd BOD_5/1000 ft^3 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 ft^2 of media and each second stage RBC has 167,400 ft^2 of media (615,600 ft^2 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 BOD_5/1000 ft^2 of media surface area. TR-16 also states that the first stage loading rate should not exceed 6.0 ppd BOD_5/1000 ft^2 of media surface area. The existing RBC's have 615,600 ft^2 in total media surface area, and 280,800 ft^2 in first stage media area. Based on this, the RBC's are limited by the overall loading rate to 1,231.2 ppd BOD_5/1000 ft^2 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.

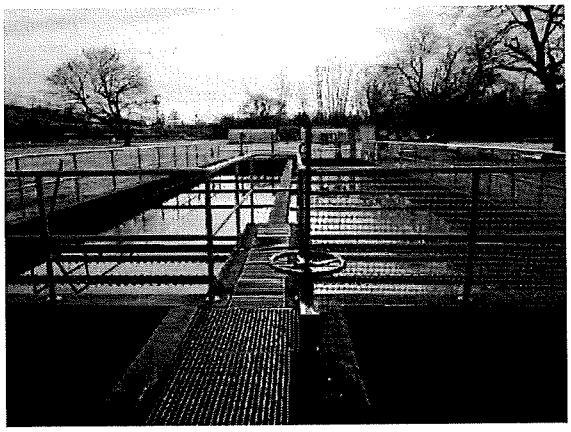


Figure 3-7: Secondary Clarifiers

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 ft^2. *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/ft^2 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 fitration rates of 5 gpm/ft^2 at PHF. The existing filter bed is 12.5 feet wide by 32 feet long with a surface area of 400 ft^2. 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.

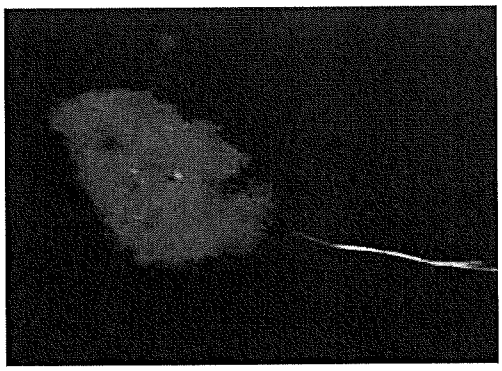


Figure 3-8: Floating Sludge in Chlorine Contact Tank

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 ft^3. 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.

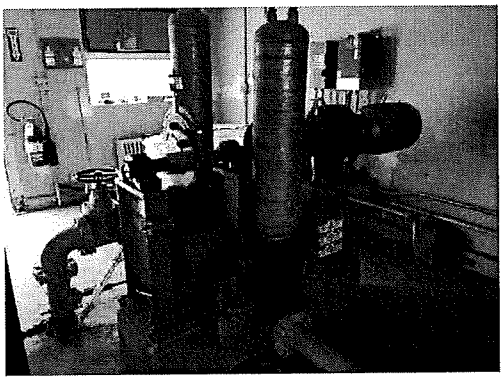


Figure 3-9: Belt Press Feed Pump

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

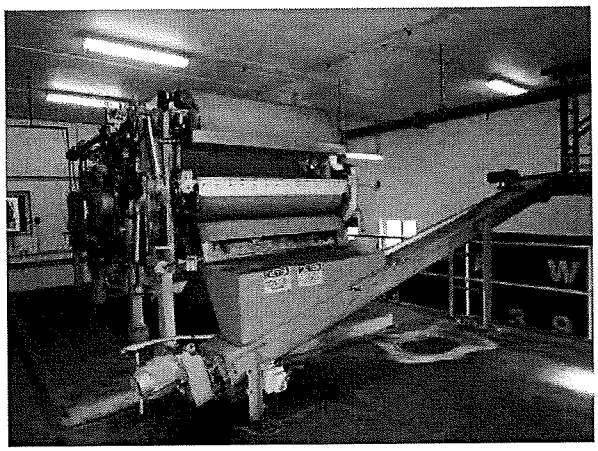


Figure 3-10: Belt Press

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

	Flow			BOD_5		TSS	
	ADF	MDF[a]	PHF[b]	Concentration[c] (mg/L)	Loading[c] (ppd)	Concentration[d] (mg/L)	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] BOD_5 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:

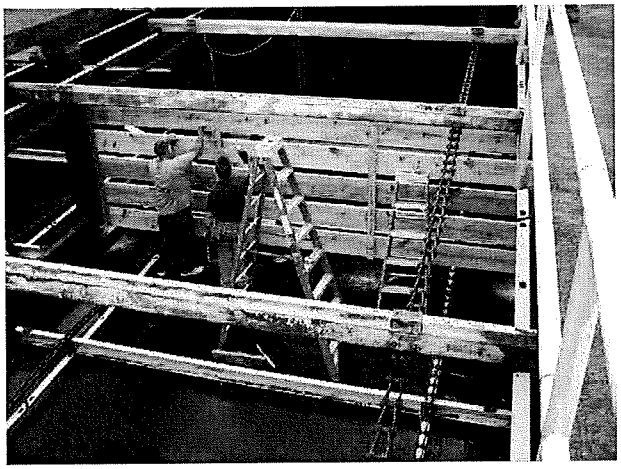


Figure 5-1: Typical Clarifier Baffle Installation

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 distributer 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 BOD_5 removal than rock media. The proposed media for this application has 31 ft^2 of surface area per ft^3 of volume. The cross flow configuration provides uniform horizontal distribution of wastewater throughout the filter and improves BOD_5 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.

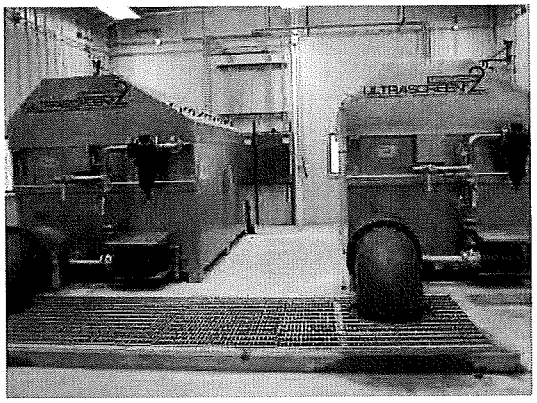


Figure 5-2: Disk Filter Installation

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
Contingency (20%)	*$1,034,000*
Contractor General Conditions (5%)	*$259,000*
Subtotal (2020 dollars)	$6,463,000
Subtotal (2024 dollars) (3% inflation per yr)	$7,275,000
Estimated Engineering, Legal, Administration (25%)	*$1,820,000*
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 distributer 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 BOD_5 removal than rock media. The proposed media for this application has 31 ft^2 of surface area per ft^3 of volume. The cross flow configuration provides uniform horizontal distribution of wastewater throughout the filter and improves BOD_5 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 BOD_5 removal in the artificial media, the filters should maintain a minimum wetting rate (hydraulic loading) of 0.25 gpm/ft^2. 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 replace 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 ft^2 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 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
Contingency (20%)	*$1,446,000*
Contractor General Conditions (5%)	*$362,000*
Subtotal (2020 dollars)	$9,037,000
Subtotal (2022 dollars) (3% inflation per yr)	$10,172,000
Estimated Engineering, Legal, Administration (25%)	*$2,543,000*
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 BOD_5 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.

5.4.1.11SCADA 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
Contingency (10%)	*$1,437,000*
Contractor General Conditions (5%)	*$719,000*
Subtotal (2024 dollars)	$16,530,000
Subtotal (2025 dollars) (3% inflation per yr)	$17,026,000
Estimated Engineering, Legal, Administration (18%)	*$2,972,000*
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.

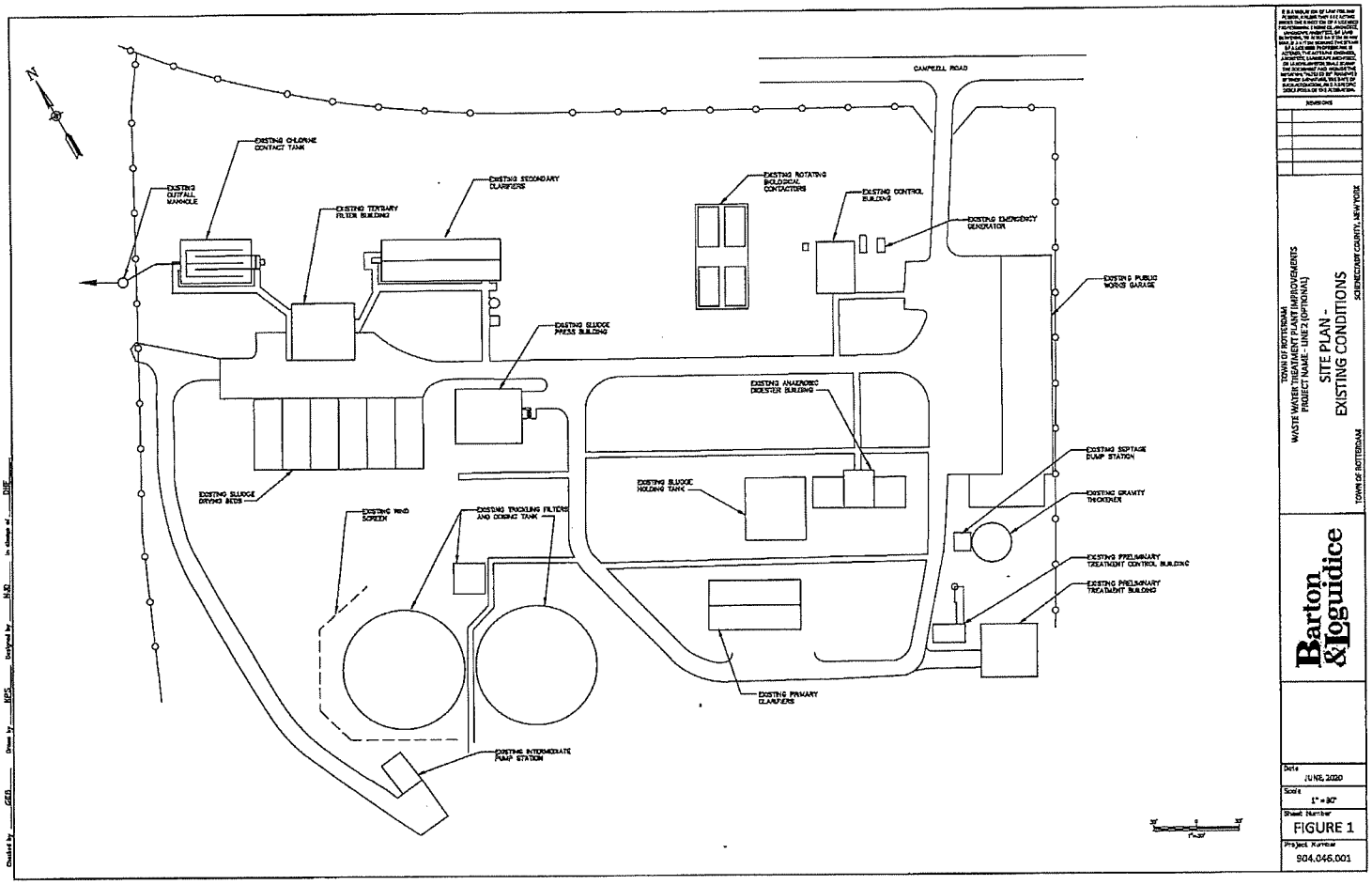
A smart growth assessment was completed to ensure that improvements are designed to conform to sustainable municipal land planning practices. The NYS EFC Smart Growth Assessment form is attached as Appendix N. A signed Engineering Report Certification by the Professional Engineer is attached as Appendix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

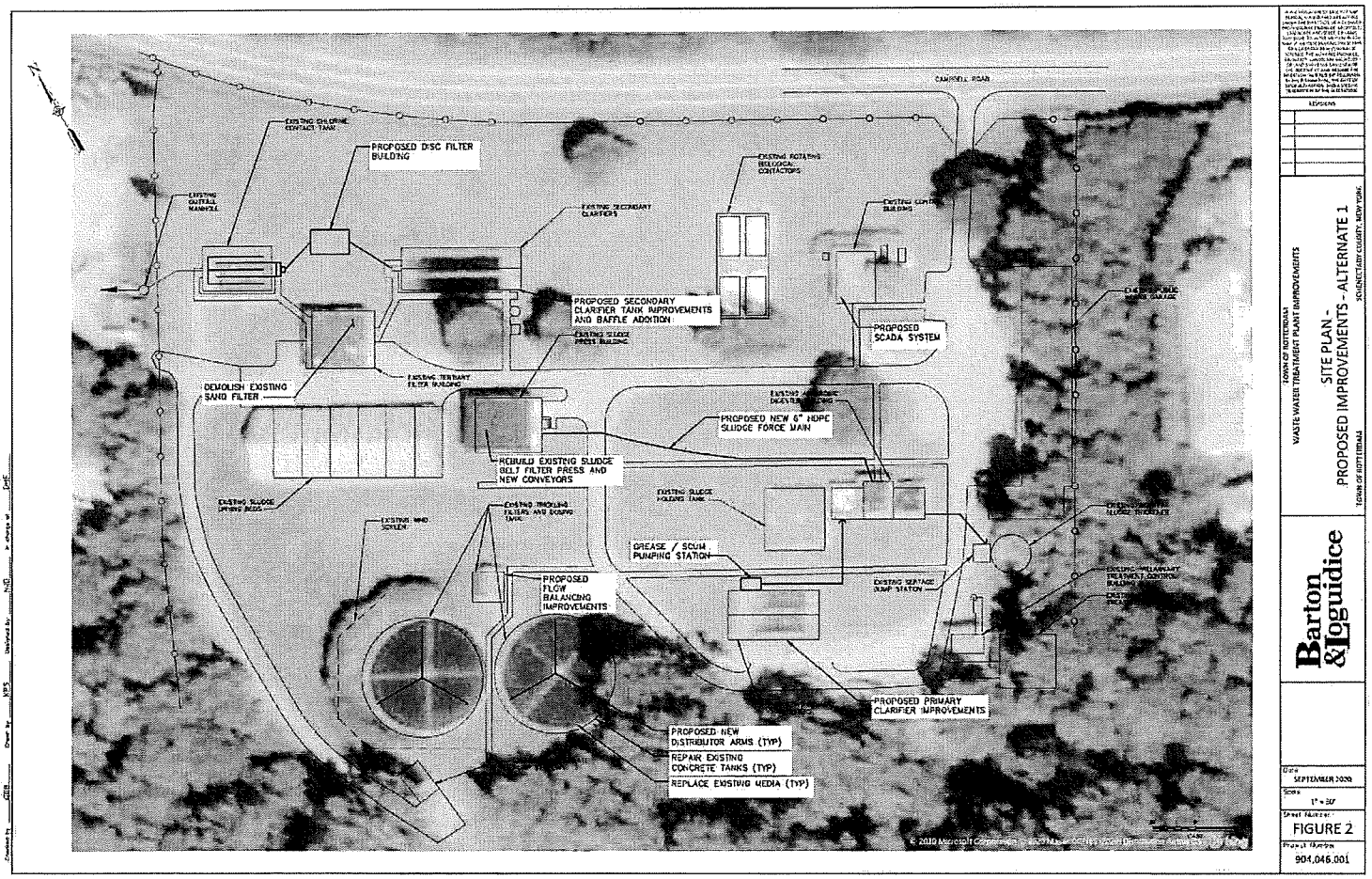
REFERENCES

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


CAMPBELL ROAD
EXISTING CHLORINE CONTACT TANK
EXISTING OUTFALL MANHOLE
EXISTING TERTIARY FILTER BUILDING
EXISTING SECONDARY CLARIFIERS
EXISTING ROTATING BIOLOGICAL CONTACTORS
EXISTING CONTROL BUILDING
EXISTING EMERGENCY GENERATOR
EXISTING PUBLIC WORKS GARAGE
EXISTING SLUDGE PRESS BUILDING
EXISTING ANAEROBIC DIGESTER BUILDING
EXISTING SEPTAGE DUMP STATION
EXISTING SLUDGE DRYING BEDS
EXISTING SLUDGE HOLDING TANK
EXISTING GRAVITY THICKENER
EXISTING WIND SCREEN
EXISTING TRICKLING FILTERS AND DOSING TANK
EXISTING PRELIMINARY TREATMENT CONTROL BUILDING
EXISTING PRELIMINARY TREATMENT BUILDING
EXISTING PRIMARY CLARIFIERS
EXISTING INTERMEDIATE PUMP STATION
N
30' 0 30'
1"=30'
REVISIONS
TOWN OF ROTTERDAM
WASTE WATER TREATMENT PLANT IMPROVEMENTS
PROJECT NAME - LINE 2 (OPTIONAL)
SITE PLAN - EXISTING CONDITIONS
SCHENECTADY COUNTY, NEW YORK
TOWN OF ROTTERDAM
Barton & Loguidice
Date
JUNE 2020
Scale
1" = 30'
Sheet Number
FIGURE 1
Project Number
904.046.001



TOWN OF ROTTERDAM
WASTE WATER TREATMENT PLANT IMPROVEMENTS

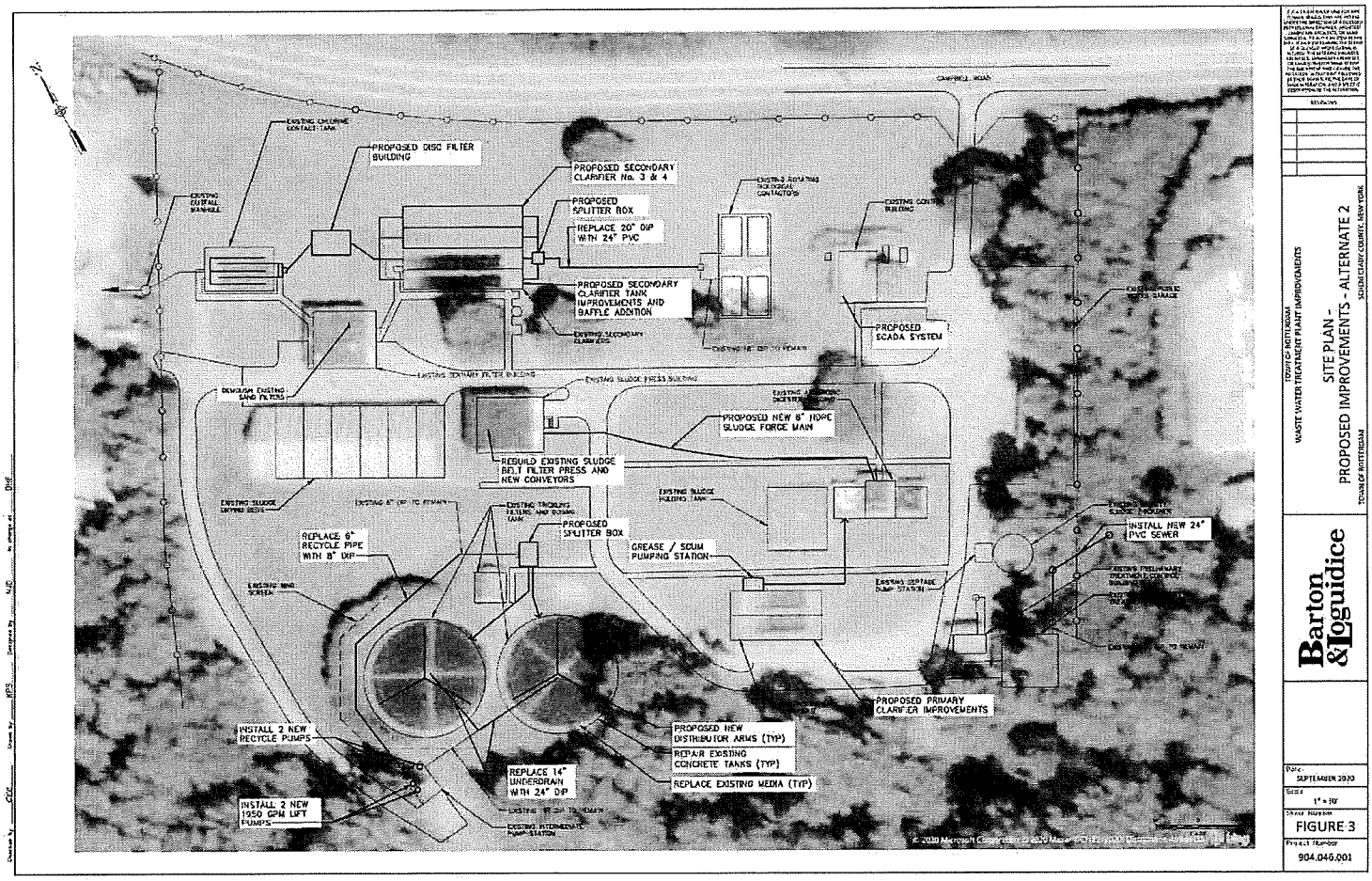
SITE PLAN -
PROPOSED IMPROVEMENTS - ALTERNATE 1

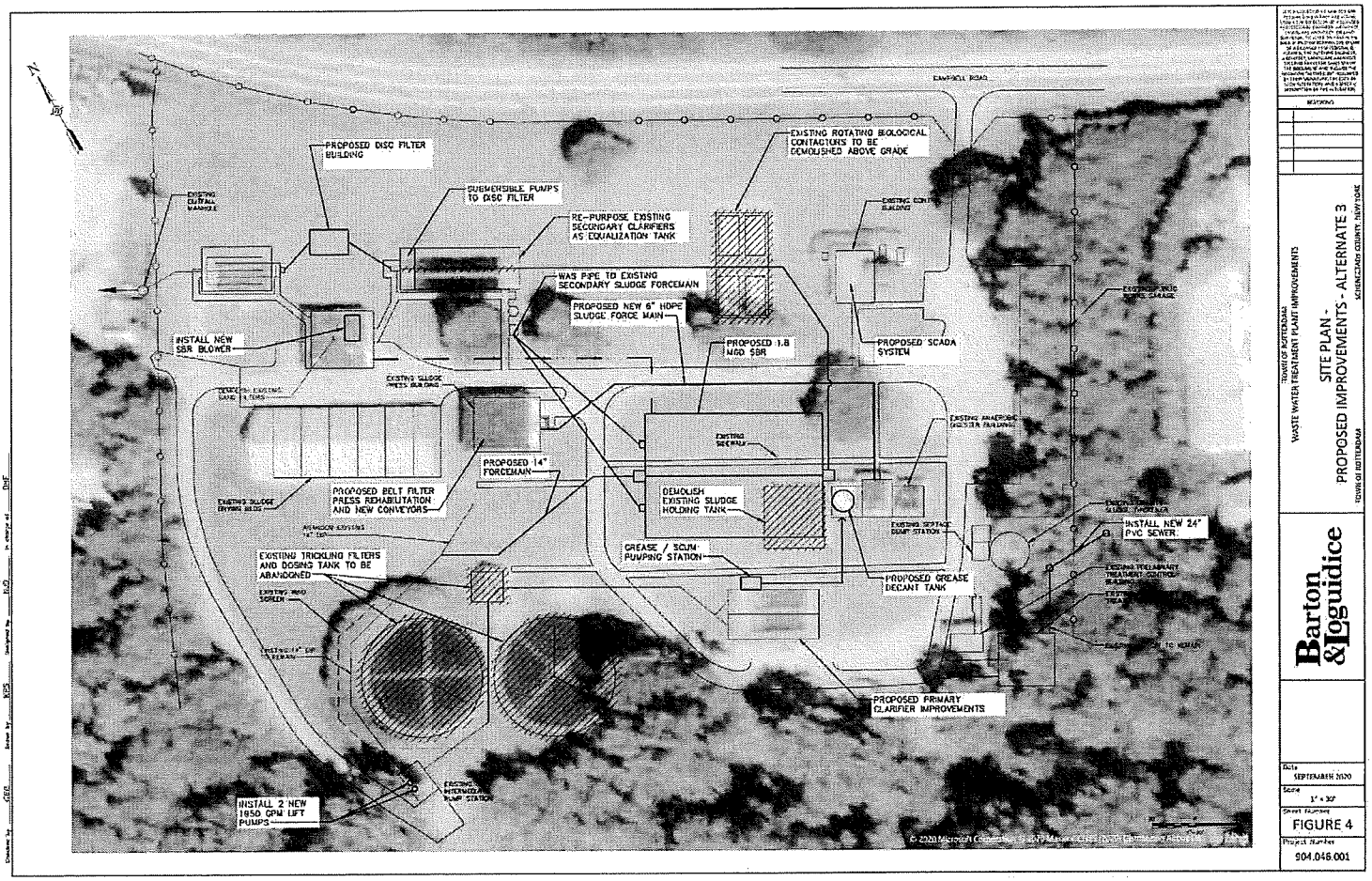
SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM

Barton & Loguidice

Date: SEPTEMBER 2020
Scale: 1" = 80'
Sheet Number: FIGURE 2
Project Number: 904.046.001


PROPOSED DISC FILTER BUILDING
PROPOSED SECONDARY CLARIFIER No. 3 & 4
PROPOSED SPLITTER BOX
REPLACE 20" DIP WITH 24" PVC
PROPOSED SECONDARY CLARIFIER TANK IMPROVEMENTS AND BAFFLE ADDITION
PROPOSED SCADA SYSTEM
PROPOSED NEW 8" HDPE SLUDGE FORCE MAIN
REBUILD EXISTING SLUDGE BELT FILTER PRESS AND NEW CONVEYORS
REPLACE 6" RECYCLE PIPE WITH 8" DIP
PROPOSED SPLITTER BOX
GREASE / SCUM PUMPING STATION
INSTALL NEW 24" PVC SEWER
PROPOSED PRIMARY CLARIFIER IMPROVEMENTS
INSTALL 2 NEW RECYCLE PUMPS
PROPOSED NEW DISTRIBUTOR ARMS (TYP)
REPAIR EXISTING CONCRETE TANKS (TYP)
REPLACE EXISTING MEDIA (TYP)
REPLACE 14" UNDERDRAIN WITH 24" DIP
INSTALL 2 NEW 1950 GPM LIFT PUMPS
WASTE WATER TREATMENT PLANT IMPROVEMENTS
SITE PLAN - PROPOSED IMPROVEMENTS - ALTERNATE 2
TOWN OF ROTTERDAM
SCHENECTADY COUNTY, NEW YORK
Barton & Loguidice
SEPTEMBER 2020
1" = 80'
FIGURE 3
904.040.001


PROPOSED DISC FILTER BUILDING
SUBMERSIBLE PUMPS TO DISC FILTER
RE-PURPOSE EXISTING SECONDARY CLARIFIERS AS EQUALIZATION TANK
EXISTING ROTATING BIOLOGICAL CONTACTORS TO BE DEMOLISHED ABOVE GRADE
WAS PIPE TO EXISTING SECONDARY SLUDGE FORCEMAIN
PROPOSED NEW 6" HDPE SLUDGE FORCE MAIN
INSTALL NEW SBR BLOWER
PROPOSED 1.8 MGD SBR
PROPOSED SCADA SYSTEM
PROPOSED 14" FORCEMAIN
PROPOSED BELT FILTER PRESS REHABILITATION AND NEW CONVEYORS
DEMOLISH EXISTING SLUDGE HOLDING TANK
INSTALL NEW 24" PVC SEWER
EXISTING TRICKLING FILTERS AND DOSING TANK TO BE ABANDONED
GREASE / SCUM PUMPING STATION
PROPOSED GREASE DECANT TANK
PROPOSED PRIMARY CLARIFIER IMPROVEMENTS
INSTALL 2 NEW 1850 GPM LIFT PUMPS
EXISTING OUTFALL MANHOLE
EXISTING SLUDGE DRYING BEDS
EXISTING SEPTAGE DUMP STATION
EXISTING PRIMARY TREATMENT CONTROL BUILDING
EXISTING INTERMEDIATE PUMP STATION
TOWN OF ROTTERDAM
WASTE WATER TREATMENT PLANT IMPROVEMENTS
SITE PLAN -
PROPOSED IMPROVEMENTS - ALTERNATE 3
SCHENECTADY COUNTY, NEW YORK
TOWN OF ROTTERDAM
Barton & Loguidice
Date SEPTEMBER 2020
Scale 1" = 30'
Sheet Number FIGURE 4
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, 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 certificating, 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. 192.25

APPOINT SEASONAL LABORERS TO THE HIGHWAY DEPARTMENT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Highway Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits commencing May 27, 2025 through September 1, 2025.

Highway Department

Kristopher Frederick	5/27/2025-8/19/2025	Laborer	$17.00
Evan Krenav	5/27/2025-8/22/25	Laborer	$17.00
Jonathan Enright	5/27/2025-Available as Needed	Laborer	$17.00
Noah Solt	5/27/2025-Available as Needed	Laborer	$17.00
Ryan Redmond	5/27/2025-8/15/2025	Laborer	$17.00

SECTION 2. These appointments are contingent upon completion of a DCJS background check and compliance with New York State Correction Law Article 23-A.

SECTION 3. The Town Board of the Town of Rotterdam hereby agrees to reimburse the costs incurred from the DCJS background check for the individuals referenced above upon approval of the Highway Superintendent at the completion of employment.

SECTION 4. This resolution shall become effective May 14, 2025.

DATED: May 14, 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:	May 5, 2025
TO:	Town Board
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	Appoint Seasonal Laborers: Highway Department
TOWN BOARD MEETING:	May 14, 2025
Background Information:	Highway dept. to employ students during the summer season to assist the highway department crews.
Evaluation/Analysis:	See attached employment applications.
Recommendation(s):	To appoint 5 part-time summer employees; Kristopher Frederick, Evan Krenav, Jonathan Enright, Noah Solt & Ryan Redmond, providing the completion of a DCJS Background check in the amount of $89.25 & that upon completion of summer employment, employees will be refunded $89.25 upon approval of Highway Superintendent.
Attachment/Document(s):	Employment Applications
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

RESOLUTION NO. 193.25

APPOINT SEASONAL PARK ATTENDANTS TO THE PARKS & WATER DEPARTMENT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Parks and Water Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits commencing the dates below:

Parks Department

Michael Romano	6/9/2025-8/15/2025	Park Attendant	$17.00
Joseph Baker	5/15/2025-8/22/25	Park Attendant	$17.00
Nicholas Biski	5/19/2025-8/18/25	Park Attendant	$17.00
Jacob Deguire	5/19/2025-9/1/25	Park Attendant	$17.00
Ryan Woodrow	5/15/2025-8/14/25	Park Attendant	$17.00
Daniel Benedetto	5/19/2025-8/18/25	Park Attendant	$17.00

SECTION 2. These appointments are contingent upon completion of a DCJS background check and compliance with New York State Correction Law Article 23-A.

SECTION 3. The Town Board of the Town of Rotterdam hereby agrees to reimburse the costs incurred from the DCJS background check for the individuals referenced above upon approval of the Parks Supervisor at the completion of employment.

SECTION 4. This resolution shall become effective May 14, 2025.

DATED: May 14, 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:	May 8, 2025
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Sr. Building Inspector
TITLE OF REQUEST:	Hire summer park attendants to work with the Parks Department maintenance crew, performing all labor tasks. Hiring summer help for the Water Treatment Plant to help maintain grounds.
TOWN BOARD MEETING:	May 14, 2025
Background Information:	Parks department to employ students during the Spring and Summer season to help maintain the Town Parks and Facilities, and the Water Treatment Plant to help maintain the grounds.
Evaluation/Analysis:	Employment applications.
Recommendation(s):	To appoint Michael Romano, Joseph Baker, Nicholas Biski, Jacob Deguire, Ryan Woodrow and Daniel Benedetto as summer park attendant employees with a start and end date listed in the Resolution. One summer park attendant will be assigned to the Water Plant on a daily basis.
Attachment/Document(s):	Employment applications.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

RESOLUTION NO. 194.25

TO APPROVE BUDGET TRANSFERS TO THE 2025 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Fund	***Account No.***	***Title***	***Amount***
General	A7110 190021	FROM: Reg. Prof. Nurse	$(5,000.00)
General	A7140 102522	FROM: Rec. Spe. Camp	$(12,000.00)
General	A7110 130021	TO: Park Att. PT (Sum)	$17,000.00

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Memorandum

To: Mollie Collins, Supervisor

From: James Keith, Senior Building Inspector

Subject: Budget Transfer

Date: May 8, 2025

Please transfer the following funds to cover expenses:

From	**A7110 190021 Registered Professional Nurse**	**Amount** $ 5,000.00
	A7140 102522 Recreation Specialist Camp	**Amount** $12,000.00
To	**A7110 130021 Park Attendants PT (Summer)**	**Amount** $17,000.00

Thank you.

cc: Alison Grace