

MEETING OF THE ROTTERDAM TOWN BOARD

March 26, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS

PUBLIC HEARING

PRESENTATIONS

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

- 128.25** Accepting Town Board Meeting Minutes. Pg. 4
- 129.25** To authorize the Highway Department to erect a Deaf Child Area sign on Devendorf Road between Highbridge Road and Peter Road. Pg. 25
- 130.25** To accept a monetary donation from Karen Ferri for the Rotterdam Senior Center. Pg. 27
- 131.25** To accept a monetary donation from Patricia Pignatello for the Rotterdam Senior Center. Pg. 29
- 132.25** To declare one police vehicle obsolete and authorize them to be auctioned. Pg. 31
- 133.25** 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 new job title of Senior Park Attendant. Pg. 34
- 134.25** To authorize final payment and a release of retainage to Consulting Engineering Inc. for the Water District No. 5 Leak Detection Survey Phases 3, 4 & 5. Pg.37
- 135.25** To negotiate and execute an agreement with Koester for repair of the West Campbell Road Pump Station. Pg. 47
- 136.25** To negotiate and execute an agreement with National Grid for upgraded electric service at the Wastewater Treatment Plant. Pg. 50
- 137.25** Call for bids for a new 20-ton equipment trailer for the Highway Department. Pg. 55
- 138.25** To accept bids and award contracts for Highway Materials: Crushed Limestone, Gravel & Sand. Pg. 71
- 139.25** To accept bids and award contracts for Highway Materials: Manhole Frame and Grates & Manhole Round Risers. Pg. 97
- 140.25** To accept bid and award contract for Tree Cutting and Removal Services. Pg. 120
- 141.25** To negotiate and execute an agreement with Barton & Loguidice for professional engineering services for a preliminary engineering report related to water storage tank improvements – Schalmont school district area. Pg. 141
- 142.25** To accept a drainage easement and an access/maintenance easement From Hungry Hill Ventures LLC for the terminus of Wedgewood Heights. Pg. 179

ORDERS

- 1.25** To approve an order calling a public hearing on the Establishment of Extension No. 28 to Water District No. 5 in the Town of Rotterdam, Schenectady County, New York. Pg. 195

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

RESOLUTION NO. 128.25

ACCEPTING TOWN BOARD MEETING MINUTES

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 adopts the minutes of the March 12, 2025 Town Board meetings as attached.

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: March 18, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the March 12, 2025, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: March 26, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: March 26, 2025

Background Information: Attached. To adopt the meeting minutes from the March 12, 2025 Town Board Meeting.

Evaluation/Analysis: N/A

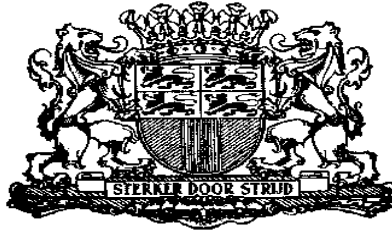
Recommendation(s): To place on Town Board agenda and Town Board meeting of March 26, 2025.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco



TOWN OF ROTTERDAM

DIANE M. MARCO

Town Clerk

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

March 17, 2025

Certified Resolutions: #117.25-#127.25 for the year 2025 was duly adopted at the Town Board Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, March 12, 2025. The Town Board Agenda Meeting started at approximately 6:46 p.m. and was adjourned at approximately 6:52 p.m. all agreed to adjourn the agenda meeting. Motion #7 was made by Councilmember Dodson and seconded by Councilmember Schlag. The Town Board meeting began at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 7:10 p.m. by Councilmember Dodson and seconded by Councilmember Schlag. All agreed to adjourn the Town Board Meeting.

Councilmember Gallucci was absent

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

March 12, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS

PUBLIC HEARING

PRESENTATIONS

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

MOTIONS

7.25 I make a motion to table resolution #126.25.

RESOLUTIONS

117.25 Accepting Town Board Meeting Minutes. Pg. 3

118.25 Adoption of the Curry Road and Guilderland Avenue Multi-Modal Study Recommendations For Multi-Modal Infrastructure Improvements. Pg. 22

119.25 To adopt the ADA Transition and Evaluation Plan. Pg. 129

120.25 To authorize the purchase of one police vehicle. Pg. 155

121.25 To negotiate and execute a lease with purchase option from John Deere for one loader truck at the highway department. Pg. 175

122.25 To negotiate and execute an agreement with Rand Window Fashions for the purchase of window shades at the Senior Center. Pg. 186

123.25 To establish Capital Project Expenditure Line H134 Water Improvements Water District No. 5. Pg. 193

124.25 To establish Capital Project Expenditure Line H135-Town Court and Police Facility. Pg. 195

125.25 To negotiate and execute an agreement with B&D Industries Inc., Pump Process, Inc., and Koester for startup of the Mission SCADA at three pump station locations. Pg. 197

126.25 To recognize the introduction of Introductory Local Law ____ of 2025; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone on a ±2.1-acre parcel from Retail Business (B-1) to General Business (B-2) located at 1223 Ft. Hunter Road and refer to the Planning Commission for report and recommendation. Pg. 204 **TABLED**

127.25 To accept revenue for Town Clerk's office for February 2025. Pg. 212

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 12, 2025, at 7:00 p.m., the following motion passed to **table** resolution #126.25

MOTION 7.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to table resolution #126.25.

SECTION 2. This motion shall become effective March 12, 2025.

DATED: March 12, 2025 **To table Resolution #126.25**

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni		X	
Gallucci (Absent)			
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 to **table** resolution #126.25 by the Town Board of the Town of Rotterdam on March 12, 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 March 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 117.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This resolution shall become effective March 12, 2025.

DATED: March 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci (Absent)			
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 March 12, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 17, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 118.25

ADOPTION OF THE CURRY ROAD AND GUILDERLAND AVENUE MULTI-MODAL STUDY RECOMMENDATIONS FOR MULTI-MODAL INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the Town of Rotterdam desires to have a more balanced transportation system along the Curry Road, Guilderland Avenue, and Helderberg Avenue corridors that includes safe access for users of all ages, abilities, and modes - including pedestrians, bicyclists, transit users, and motor vehicle drivers; and

WHEREAS, the Town of Rotterdam and the Transportation Council funded the Curry Road and Guilderland Avenue Multi-Modal Study through its 2023-2024 Unified Planning Work Program with a fixed budget of \$90,000 for consultant services as part of an effort to implement the Transportation Council's Metropolitan Transportation Plan, New Visions 2050; and

WHEREAS, since February 21, 2024, the Project Team, composed of Transportation Council, Town of Rotterdam, and consultant staff, have developed a recommendations report, named the Curry Road and Guilderland Avenue Multi-Modal Study, which has been circulated and available for public review on the project website since December 5, 2024; and

WHEREAS, the Project Team provided a presentation to the Rotterdam Town Board and the public on February 26, 2025; and

WHEREAS, the Town Board has reviewed the Curry Road and Guilderland Avenue Multi-Modal Study and heard comments raised during the public review period and on February 26, 2025; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the Curry Road and Guilderland Avenue Multi-Modal Study and its recommended actions.

SECTION 2. This resolution shall become effective March 12, 2025.

DATED: March 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci (Absent)			
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 March 12, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 17, 2025.

Diane M. Marco
 Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 119.25

TO ADOPT THE ADA TRANSITION AND EVALUATION PLAN

WHEREAS, the Town of Rotterdam desires to have pedestrian infrastructure that is compliant with the Americans with Disabilities Act standards; and

WHEREAS, the Town of Rotterdam DPW staff along with the Town Consultant Engineer conducted a preliminary Self Analysis of existing pedestrian facilities in the Town and developed the Evaluation and Transition Plan. The Evaluation and Transition Plan was placed on the Town's website for public review and to date no comments have been received; NOW

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 adopts the ADA Transition and Evaluation Plan for the purpose of improving ADA accessibility in the public right of way when public funding is available and be considered as part of future private development projects that will generate pedestrian travel on existing or future town roads. The ADA Transition and Evaluation Plan also encourages improving ADA accessibility on state and county roads located in the Town of Rotterdam.

SECTION 2. This resolution shall become effective March 12, 2025.

DATED: March 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci (Absent)			
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 March 12, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 120.25

TO AUTHORIZE THE PURCHASE OF ONE POLICE VEHICLE

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 authorizes the acceptance of NYS OGS Vehicle Marketplace mini-bid # 23166-20250212 and the purchase of one 2025 Chevrolet Tahoe PPV from G and H Auto Group, DBA Mohawk Chevrolet, 639 State Route 67 Ballston Spa, NY 12020, with compliance under NYS contract, in the amount of fifty-five thousand seven hundred sixty-one and 67/100 (\$55,761.67) dollars, paid from fund line A3120-2010 Patrol Vehicles.

SECTION 2. This resolution shall become effective March 12, 2025.

DATED: March 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci (Absent)			
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 March 12, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 121.25

**TO NEGOTIATE AND EXECUTE A LEASE WITH PURCHASE OPTION FROM
JOHN DEERE FOR ONE LOADER TRUCK AT THE HIGHWAY DEPARTMENT**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute a lease with purchase option from John Deere, for one 624-P-Tier Wheel Loader, for a term of 48 months, in accordance with the attached payment schedule, for a total amount not to exceed two hundred twenty-four thousand three hundred sixty and 53/100 (\$224,360.53) dollars, paid from fund line DA5110-2000 Highway Equipment.

SECTION 2. This resolution shall be effective March 12, 2025.

DATED: March 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci (Absent)			
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 March 12, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 17, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 122.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH RAND WINDOW FASHIONS FOR THE PURCHASE OF WINDOW SHADES AT THE SENIOR CENTER

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 authorizes the Supervisor to negotiate and execute an agreement with Rand Window Fashions, located at 803 Route 50, Burnt Hills, New York 12027, for the supply and installation of window shades, as described in the attached quote dated 03/04/25, to be installed at Rotterdam Senior Center, in the amount not to exceed one thousand nine hundred eighty-seven and 00/100 (\$1,987.00) dollars.

SECTION 2. This resolution shall become effective March 12, 2025.

DATED: March 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci (Absent)			
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 March 12, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 17, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 123.25

TO ESTABLISH CAPITAL PROJECT EXPENDITURE LINE H134 WATER IMPROVEMENTS WATER DISTRICT NO. 5

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 establish Capital Project Expenditure Line H134, Water Improvements Water District 5, to allow for the proper recording of all associated revenues and expenditures.

SECTION 2. This resolution shall become effective March 12, 2025.

DATED: March 12, 2025

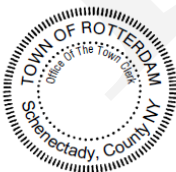
NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci (Absent)			
Schlag	X		
Collins	X		

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 March 12, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 17, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 124.25

**TO ESTABLISH CAPITAL PROJECT EXPENDITURE LINE H135-TOWN COURT
AND POLICE FACILITY**

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 establish Capital Project Expenditure Line H135, Town Court and Police Facility, to allow for the proper recording of all associated revenues and expenditures.

SECTION 2. This resolution shall become effective March 12, 2025.

DATED: March 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci (Absent)			
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 March 12, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 17, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 125.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH B&D INDUSTRIES INC.,
PUMP PROCESS, INC., AND KOESTER FOR STARTUP OF THE MISSION SCADA
AT THREE PUMP STATION LOCATIONS**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with B&D Industries Inc., located at 65 Washington Street, Rensselaer, New York 12144, for the Mission SCADA upgrades & technical support at (3) pump station locations: 4th Street, Carmen Road, and Whispering Pines, in the amount not to exceed ten thousand six hundred thirty and 00/100 (\$10,630.00) dollars.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Pump Process, Inc., located at 41 Plymouth Street, Suite 1, Fairfield, NJ 07004, for the purchase of one (1) Mission Communications MyDro 850 RTU, for the startup of the Mission SCADA at (3) pump station locations: 4th Street, Carmen Road, and Whispering Pines, in the amount not to exceed five thousand eight hundred eighty nine and 74/100 (\$5,889.74) dollars.

SECTION 3. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Koester located at 3101 Seneca Turnpike, Canastota, New York 13032, to witness the integration of the Mission SCADA equipment at (3) pump station locations: 4th Street, Carmen Road, and Whispering Pines, in the amount not to exceed three thousand eight hundred ninety and 00/100 (\$3,890.00) dollars.

SECTION 4. This resolution shall become effective March 12, 2025.

DATED: March 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci (Absent)			
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 March 12, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 12, 2025, at 7:00 p.m., the following resolution was duly **tabled**:

RESOLUTION NO. 126.25 TABLED

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ____ OF 2025; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE ON A ±2.1-ACRE PARCEL FROM RETAIL BUSINESS (B-1) TO GENERAL BUSINESS (B-2) LOCATED AT 1223 FT. HUNTER ROAD AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on a ±2.1-acre parcel from Retail Business (B-1) to General Business (B-2) to facilitate the potential construction of up to six (6) rentable ±730 square foot garages located on the property known as 1223 Ft. Hunter Road, Tax Map No. 71.6-4-16.4; **NOW**

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 recognizes the introduction of Introductory Local Law No. ____ of 2025; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on a ±2.1-acre parcel from Retail Business (B-1) to General Business (B-2) to facilitate the potential construction of up to six (6) rentable ±730 square foot garages located on the property known as 1223 Ft. Hunter Road, Tax Map No. 71.6-4-16.4.

SECTION 2. The Town Board hereby refers this Introductory Local Law No. ____ of 2025 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

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

DATED: March 12, 2025 **TABLED**

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni		X	
Gallucci (Absent)			
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 **TABLED** by the Town Board Meeting of the Town of Rotterdam on March 12, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 17, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 127.25

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

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

SECTION 1. The Town Clerk's report for the month of February 2025, has been placed on file and the Town Clerk's check in the amount of three thousand nine hundred forty-five dollars and 52/100 (\$3,945.52) has been submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective March 12, 2025.

DATED: March 12, 2025

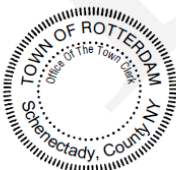
NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci (Absent)			
Schlag	X		
Collins	X		

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 March 12, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 17, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



RESOLUTION NO. 129.25

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

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: March 18th, 2025

TO: Mollie Collins, Supervisor

FROM: Larry Lamora, Highway Superintendent



TITLE OF REQUEST: To erect a "Deaf Child Area" sign.

TOWN BOARD MEETING: March 26th, 2025

Background Information: That a deaf child resides on Devendorf Road between Highbridge Road and Peter Road.

Evaluation/Analysis: To erect a "Deaf Child Area" sign to notify residence and to keep deaf child safe in their neighborhood.

Recommendation(s): To erect a "Deaf Child Area" sign on Devendorf Road facing southbound near the High Bridge Road intersection. Also to erect a "Deaf Child Area" sign on Devendorf Road facing northbound just north of Peter Road intersection.

Attachment/Document(s): attached

Compliance with Purchasing Policy: yes

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

LEGISLATION WILL BE PREPARED BY:

RESOLUTION NO. 130.25

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

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

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

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			



LEGISLATIVE REQUEST FORM

DATE: March 17, 2025

TO: Mollie Collins, Town Supervisor

FROM: Linda L. Testa, Project Coordinator, Department of the Aging

TITLE OF REQUEST: Donation Received by Mrs. Karen Ferri

TO BE PLACED ON TOWN BOARD AGENDA OF: March 26, 2025

Background Information: Mrs. Karen Ferri provided a monetary donation as a token of her appreciation to the Senior Center for providing her an opportunity to have her taxes prepared for free by AARP at the Rotterdam Senior Center.

Evaluation/Analysis: Mrs. Karen Ferri is offering a donation in the sum of \$25.00 as a token of her appreciation to the Rotterdam Senior Center.

Recommendation(s): Accept the \$25.00 donation from Mrs. Karen Ferri and make the funds available to the Senior Center by increasing the budget of "Program for the Aging" (A-6772 4000) by \$25.00.

Attachment/Documents(s): Copy of the check received from Mrs. Karen Ferri.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Linda Testa, Project Coordinator, Department for the Aging

RESOLUTION NO. 131.25

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

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

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

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			



LEGISLATIVE REQUEST FORM

DATE: March 17, 2025

TO: Mollie Collins, Town Supervisor

FROM: Linda L. Testa, Project Coordinator, Department of the Aging

TITLE OF REQUEST: Donation Received by Ms. Patricia Pignatello

TO BE PLACED ON TOWN BOARD AGENDA OF: March 26, 2025

Background Information: Ms. Pignatello is appreciative to the Rotterdam Senior Center for the programs and services provided to the community.

Evaluation/Analysis: Ms. Patricia Pignatello is offering a donation in the sum of \$250.00 as a token of her appreciation to the Rotterdam Senior Center.

Recommendation(s): Accept the \$250.00 donation from Ms. Patricia Pignatello and make the funds available to the Senior Center by increasing the budget of "Program for the Aging" (A-6772 4000) by \$250.00.

Attachment/Documents(s): Copy of the check received from Ms. Patricia Pignatello.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Linda Testa, Project Coordinator, Department for the Aging

RESOLUTION NO. 132.25

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

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

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: March 18, 2025

TO: Rotterdam Town Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Declare the following vehicle obsolete in order to be put up for auction.

- 2020 Ford Explorer, VIN #1FM5K8AB9LGC50889 (95,442 miles)

TOWN BOARD MEETING: March 26, 2025

Background Information: The above vehicle is in need of significant repair. It is cost prohibitive to invest in repairs due to the vehicles age and mileage.

Evaluation/Analysis: N/A

Recommendation(s): Declare Rotterdam Police Department vehicle obsolete in order to be put up for auction at Collar City Auctions, 9423 Western Turnpike Delanson, NY 12053.

Attachment/Document(s): Memorandum prepared by Sgt. Reilly.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD



ROTTERDAM POLICE DEPARTMENT
ADMINISTRATION
MEMORANDUM



To: Deputy Chief Bill Male

From: Sgt. Derek Reilly

Re: Obsolete Vehicles

Date: March 17, 2025

I am requesting the following vehicle be declared obsolete in order to be put up for auction.

2020 Ford Explorer, VIN # 1FM5K8AB9LGC50889 95,442 Miles

This vehicle is currently not being used by the department due to the level of repair needed to be safely operated. I recommend auctioning said vehicles at the earliest convenience.

This vehicle is in need of a brand new engine due to cylinder 6 being inoperable. The cost of this repair would be approximately \$11,000. I recommend auctioning said vehicle at the earliest convenience.

Respectfully Submitted,

Sgt. Derek Reilly #100

Sgt. Derek Reilly

RESOLUTION NO. 133.25

**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 NEW JOB
TITLE OF SENIOR PARK ATTENDANT**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes The Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the 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 March 26, 2025.

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org



LEGISLATIVE REQUEST FORM

DATE: March 21, 2025

TO: Town Board

FROM: Mollie Collins, Supervisor

TITLE OF REQUEST: Accept new position of Senior Park Attendant

TOWN BOARD MEETING: March 26, 2025

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

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

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

Attachment/Document(s): Civil Service Job Description

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor

SENIOR PARK ATTENDANT

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

TYPICAL WORK ACTIVITIES:

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

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL

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

MINIMUM QUALIFICATIONS:

- (A) Two years of experience in the maintenance of parks and park equipment, buildings, roads, or other related grounds keeping activities, six months of which shall have been in a supervisory capacity; OR
- (B) An equivalent combination of training and experience as defined by (A) above.

When assigned to the Town of Rotterdam:

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

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

JC: NON-COMPETITIVE-ALL

RESOLUTION NO. 134.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

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

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org



LEGISLATIVE REQUEST FORM

DATE: March 18, 2025

TO: Mollie Collins – Town Supervisor

FROM: Jack Dodson-Deputy Supervisor

TITLE OF REQUEST: Authorize Final Payment for Water District No. 5 Leak Detection Survey Phases 3,4 & 5

TOWN BOARD MEETING: March 26, 2025

Background Information: Consulting Engineering Inc. preformed the Water District No. 5 Leak Detection Survey Phases 3, 4 & 5 and are requesting release of final payment.

Evaluation/Analysis: Project is substantially complete. Final payment needs to be authorized by the Town Bard in order to issue final payment to the contractor.

Recommendation(s): Authorize the Supervisor and/or Town Comptroller to execute all documents necessary to release final payment to Consulting Engineers Inc.

Attachment/Document(s): Letter from KB Engineering & Architecture, P.C. dated March 18, 2025. recommending payment in the amount of \$30,850.00. Certificate of Substantial Completion.

Compliance with Purchasing Policy:

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

March 18, 2025

Mrs. Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

**Re: Town of Rotterdam
Water District #5 Leak Detection Survey Phases 3, 4, & 5
Contract No. 1 – Leak Detection
Recommendation of Payment – AFP#1 (Final)
Our Project No. 240899**

Dear Supervisor Collins:

Attached for your review and approval is Application for Payment No. 1 (Final) for the above referenced project from Consulting Engineering, Inc. They requested payment in the amount of \$30,850.00 for the leak detection work completed for Water District #5 Phases 3, 4, & 5.

Consulting Engineering, Inc. submitted the final leak detection report, and there are no punch list items left to complete. Therefore, this contract is substantially complete, and I have approved payment in the amount of \$30,850.00. Please sign and date the attached substantial completion form and send one fully executed copy to us and one fully executed copy to Consulting Engineering, Inc.

We are including the Application and Certificate for Payment, Final Waiver of Lien, Contractor's Affidavit of Release of Liens, Contractor's Affidavit of Payment of Debts and Claims, and the Proof of Completed Operations Insurance.

If you have any questions, please feel free to contact me.

Sincerely,
KB Engineering & Architecture, P.C.



Jeffrey D. Trzeciak, PE
Senior Project Manager II

cc: Jack Dodson, Town Deputy Supervisor
Diane Marco, Town Clerk

Certificate of Substantial Completion

Project: Water District #5 Leak Detection Survey Phases 3, 4, & 5

Owner: Town of Rotterdam

Owner's Contract No.: 1

Contract: Contract No. 1 – Leak Detection

Engineer's Project No.: 240899

This ~~tentative~~ [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents:

☐ The following specified portions of the Work:

March 15, 2025

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A ~~tentative~~ [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities

☒ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.



03/17/25

Executed by Engineer

Date



03/17/2025

Accepted by Contractor

Date

Accepted by Owner

Date

EJCDC C-625 Certificate of Substantial Completion

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 1

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER: PROJECT: ROTTERDAM JUNCTION WD 5 Phase 3, 4, & 5 LEAK DETECTION SURVEY APPLICATION NO.: PERIOD TO: PROJECT NOS.: CONTRACT DATE:

FROM CONTRACTOR: Consulting Engineering Inc 19655 Tanbark Ln Strongsville, OH 44149 VIA ARCHITECT:

CONTRACT FOR: Leak Detection

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR
☐
☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$30,850.00
 2. Net change by Change Orders 0
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$30,850.00
 4. TOTAL COMPLETED & STORED TO DATE \$30,850.00
 (Column G on G703)
 5. RETAINAGE:
 a. 0 % of Completed Work \$0
 (Columns D + E on G703)
 b. 0 % of Stored Material \$0
 (Column F on G703)
 Total Retainage (Line 5a + 5b or
 Total in Column I of G703) 0
 6. TOTAL EARNED LESS RETAINAGE \$30,850.00
 (Line 4 less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 0
 (Line 6 from prior Certificate)
 8. CURRENT PAYMENT DUE \$30,850.00
 9. BALANCE TO FINISH, INCLUDING RETAINAGE 0
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

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

CONTRACTOR: Consulting Engineering Inc. Date: 3/17/2025
 By: State of Ohio County of Cuyahoga
 Subscribed and sworn to before me this day of
 Notary Public: My Commission expires: 1-24-26
 SARAH REINHARDT Notary Public, State of Ohio My Commission Expires January 24, 2026 COMMISSION: 2021-RE-825625

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 30,850.00
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: By: Date: 3/18/25
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G703 (Instructions on reverse side)

ARCHITECT'S PROJECT NO.:



G703-1992

March 26, 2025
Page 42

FINAL WAIVER OF LIEN

To All Whom It May Concern:

Consulting Engineering Inc.

WHEREAS, the undersigned has been employed by (A) _____

to furnish labor and materials for (B) ROTTERDAM JUNCTION WD #5 LEAK DETECTION SURVEY

work,

under a contract (C) CONTRACT NO. 1 - LEAK DETECTION

for the improvement of the premises described as (D) Rotterdam Junction

In the Town (City-Village) of Rotterdam, County of
Schenectady, State of NY

of which Y Chan

Is the Owner.

NOW, THEREFORE, this 17th day of March, 2025,

for and in consideration of the sum of (E) \$30,850.00

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(Affix corporate
seal here)



(F) Consulting Engineering Inc. (SEAL)
(Name of sole ownership, corporation or partnership)

y chan (SEAL)
(Signature)

TITLE: Principal Owner & Civil Engineer

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself or herself as partner.

Designed By The
Construction Industry Affairs Committee (CIAC)
TOPS 3459
LITHO IN U.S.A.

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CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

□
□
X
□
□
□

TO OWNER:
(Name and address)

Consulting Engineering Inc
19655 Tanbark Ln
Strongsville, OH 44149

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: WD 5 Phase 3, 4, & 5
LEAK DETECTION SURVEY

PROJECT:
(Name and address)

Rotterdam Junction
Town of Rotterdam, NY

CONTRACT DATED:

1/15/2025

STATE OF: Ohio

COUNTY OF: Cuyahoga

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Consulting Engineering Inc
(Name and address) 19655 Tanbark Ln
Strongsville, OH 44149

BY:

(Signature of authorized representative)

Y Chan | Principal Owner & Civil Engineer

(Printed name and title)

Subscribed and sworn to before me on this date: 3-17-25

Notary Public:

My Commission Expires: 1-24-26



SARAH REINHARDT
Notary Public, State of Ohio
My Commission Expires
January 24, 2026
COMMISSION: 2021-RE-825625



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AIA DOCUMENT G706A • CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS • 1994
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AVENUE, NW, WASHINGTON, D.C. 20006-5292 • WARNING: Unauthorized photocopying
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CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☒
SURETY ☐
OTHER ☐

TO OWNER:

(Name and address)

Consulting Engineering Inc
19655 Tanbark Ln
Strongsville, OH 44149

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: WD 5 Phase 3, 4, & 5
LEAK DETECTION SURVEY

PROJECT:

(Name and address)

Rotterdam Junction
Town of Rotterdam, NY

CONTRACT DATED:

1/15/2025

STATE OF: OHIO

COUNTY OF: Cuyahoga

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above or which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:



SARAH REINHARDT
Notary Public, State of Ohio
My Commission Expires
January 24, 2026
COMMISSION: 2021-RE-825625

SUPPORTING DOCUMENTS ATTACHED HERETO:

Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: ☐ yes ☐ no

The following supporting documents should be attached hereto required by the Owner:

Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

Contractor's Affidavit of Release of Liens (AIA Document G706A).

Consulting Engineering Inc
CONTRACTOR: 19655 Tanbark Ln
(Name and address) Strongsville, OH 44149

BY:

(Signature of authorized representative)

Y Chan | Principal Owner & Civil Engineer

(Printed name and title)

Subscribed and sworn to before me on this date: 3-17-25

Notary Public

My Commission Expires: 1-24-26



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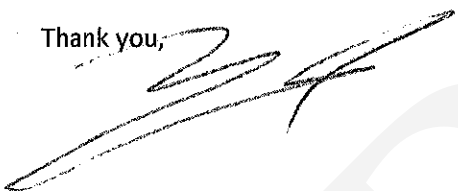
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violates U.S. copyright laws and will subject the violator to legal prosecution.

March 17th, 2025

To Whom it May Concern,

Work completed for the project generally described as Town of Rotterdam Water District #5 leak Detection Survey Phase 3, 4, and 5 Contract No. 1 – Leak Detection was completed by owners of Consulting Engineering Inc. (dba CEI Water Services).

Thank you,



Y Chan | Owner & Civil Engineer
Consulting Engineering Inc.
CEI Water Services
440-238-9699 x206

RESOLUTION NO. 135.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

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 Koester located at 3101 Seneca Turnpike, Canastota, New York 13032, for repairs at the West Campbell Road pump station in the Town of Rotterdam, in the amount not to exceed three thousand seven hundred seventy-three and 97/100 (\$3,773.97) dollars.

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: March 18, 2025

TO: Mollie Collins, Town Supervisor

FROM: James Keith, Sr. Building Inspector

TITLE OF REQUEST: Repair of West Campbell Road Pump Station

TOWN BOARD MEETING: March 26, 2025

Background Information: Koester is the sole proprietor to supply the Town with parts for the pump stations.

Evaluation/Analysis: West Campbell Road Pump Station is in need of repair due to a hole in a pipe. The pumps are unable to prime with the hole in the pipe.

Recommendation(s): Authorize Koester to repair the West Campbell Road Pump Station.

Attachment/Document(s): Quote from Koester dated March 14, 2025 in the amount of \$3,773.97.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY:



QUOTATION		
DATE	NUMBER	PAGE
3/14/2025	0004138	1 of 1

B TOR004
I TOWN OF ROTTERDAM
L 1100 SUNRISE BLVD
L ROTTERDAM, NY 12306
T US
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S TOWN OF ROTTERDAM
H 1100 SUNRISE BLVD
I ROTTERDAM, NY 12306
P US
T
O

Accepted By: _____

Company: _____

Date: _____

PO#: _____

Ship To: _____

ATTENTION:

518-365-7344

ALAN ALDI

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
	VOLUTE BASE PLATE, S&L	CAS/HMD	

QTY	PART	DESCRIPTION
1.00	60C87-300	S&L,FRONTHEAD AQUA 6' SUCTION W/12 1/4" OPENING 4" EYE 2 3/4" THK
1.00	KA1247	SHIPPING & HANDLING THIS IS AN ESTIMATED AMOUNT. CUSTOMER WILL BE INVOICED FOR ACTUAL SHIPPING CHARGES INCURRED FROM MFG.

NOTE: INSTALLATION INCLUDED IF DONE IN
CONJUNCTION WITH VOLUTE REPLACEMENT

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE.
ALL SERVICES PERFORMED BY CONFINED SPACE
TRAINED, OSHA CERTIFIED TECHNICIANS.

IF YOU WISH TO PROCEED WITH THIS PROPOSAL, PLEASE
SIGN & RETURN. IF YOU HAVE ANY QUESTIONS, PLEASE
FEEL FREE TO CONTACT ME.

SINCERELY,
CHRIS SIDDALL
315-697-3800
CSIDDALL@KOESTERASSOCIATES.COM

This quote is subject to and incorporates by reference Koester Associates ("Koester") Terms & Conditions and Customer Warranty available at [www.https://koesterassociates.com](https://koesterassociates.com) which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Koester's website.

QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% PROCESSING FEE.

All applicable sales, use, and excise taxes, and any tariffs, duties, levies, surcharges, or like items that may be assessed, are the sole responsibility of the Buyer and shall be in addition to the prices stated on the quote.

TOTAL: \$3,773.97

3101 Seneca Turnpike Canastota, NY 13032 - Phone: 315-697-3800 - Fax: 315-697-3888

www.koesterassociates.com

RESOLUTION NO. 136.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

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

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: March 21, 2025

TO: Mollie Collins – Town Supervisor

FROM: Jack Dodson – Deputy Supervisor

TITLE OF REQUEST: Authorize Supervisor to negotiate and execute an agreement with National Grid to upgrade the electric service (480 volt) to the Wastewater Treatment Plant.

TOWN BOARD MEETING: March 26, 2025

Background Information: Barton & Loguidice prepared a design for the wastewater treatment plant that requires the electric services to be upgraded from 208 volt to 480 volt to provide power for the wastewater treatment plant upgrade. The wastewater treatment plant upgrade includes blowers and other pumps that increased the electric service amperage.

Evaluation/Analysis: National Grid evaluated the current electric service and estimated the cost to upgrade the electric service at the wastewater treatment plant. The work includes make ready work to provide the upgraded electric service at a total estimated cost of \$95,076.73.

Recommendation(s): Authorize the supervisor to sign the make ready proposal for National Grid to upgrade the electric service at the Wastewater Treatment Plant.

Attachment/Document(s): National Grid proposal dated March 19, 2025.

Compliance with Purchasing Policy: Construction project to be bid.

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

March 19, 2025

Town of Rotterdam
1101 Sunrise Blvd
Schenectady, NY 12306

Re: Electric Service Proposal 31040537
26 West-Campbell Rd, Schenectady, NY 12306

Enclosed please find an Electric Service Proposal for the upgrade of service at 26 West-Campbell Rd, Schenectady, NY 12306.

This project falls under Rule 4.2.1 of the Company's tariff, PSC No. 220 – Electricity ("Tariff"). Rule 4.2.1 requires the customer to pay all costs associated with this project.

If this Proposal is acceptable, please select your desired option, sign and return this agreement. Upon receipt of this agreement, you will either be billed under separate cover in the amount of \$95,076.73 or a subsequent contract demand agreement (Form C) will be executed.

Pay the estimated construction advance of \$95,076.73 (subject to final reconciliation) and not provide the Company with any revenue assurance.

The breakdown of these estimated charges are as follows:

Labor, Expenses, & Fringes	\$13,630.89
Materials & Handling	\$47,469.23
Transportation	\$2,626.37
Overheads	\$31,350.24
Sub-Total	\$95,076.73
Total Estimate Charges	\$95,076.73

Pursuant to the Tariff, you are responsible for the Company's actual costs to complete the project. Upon project completion, costs will be reconciled to actual costs. The Company will subsequently bill you if costs exceed the invoiced amount or refund the difference if costs are below the invoiced amount. You are responsible for all invoiced amounts.

This work will be scheduled upon acceptance of this proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal. This estimate is valid for 90 days from the date of this letter.

Should you have any questions, please contact me at (518) 949-1082.

Sincerely,

Semel Kakumba
Consumer Representative
Regional Account Services
National Grid

ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: _____

Title: _____

Signature: _____

Date: _____

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

ELECTRIC SERVICE PROPOSAL 31040537

Town of Rotterdam
26 West-Campbell Rd, Schenectady, NY 12306

Service Work Request:	31040537
Electrical Contractor:	Barton&Loguidice
Customer's Contribution:	\$95,076.73
Billing Party:	Town of Rotterdam
Customer's Responsibilities:	➤ Return signed Proposal cover letter, if accepted ➤ Return FORM C, if executed ➤ Provide all necessary right-of-way easements ➤ Notify National Grid if any changes in the Billing Party occur ➤ Payment in full, upon receipt of invoice ➤ Provide copy of Tax-Exempt Certificate (if applicable) ➤ Adherence to applicable Electric Service bulletin(s) Electric Specifications (site.com)
National Grid Responsibilities:	Upgrade of service at 26 West-Campbell Rd, Schenectady, NY 12306
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule. Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.
Customer Communications Update:	If a progress report is needed during construction, including the expected date for the Owners project completion, the expected completion date for the utility's work, and confirmation of the expected date for the service connection of permanent power, please contact the Company Job Owner at the number listed below.
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation are proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	<i>Semel Kakumba</i> Regional Account Services (518) 949-1082

RESOLUTION NO. 137.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday April 9th, 2025 at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for purchase by the Town of Rotterdam of the following:

INTERSTATE MODEL 40 DLA OR COMPARABLE 20-TON EQUIPMENT TRAILER

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:00 A.M., APRIL 9, 2025**

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: March 26 , 2025

BidNet: Please publish on March 28, 2025

Daily Gazette: Please publish once on March 28, 2025

Town Clerk Post

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306

Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: March 18th, 2025

TO: Mollie Collins, Town Supervisor

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: Notice to Bidders

TOWN BOARD MEETING: March 26th, 2025

Background Information: Call for bids for one (1) Interstate model 40 DLA or comparable, equipped with 20-ton capacity tag-along trailer with beavertail and ramps as per bid specs.

Evaluation/Analysis: The transportation of the excavator and other related equipment to job sites requires a dedicated trailer. Currently, the trailer previously used by the Highway Department is being utilized by the Water Department. This creates challenges, as it becomes difficult to share the trailer, especially during emergency situations that require immediate use by either department.

Recommendation(s): The Town Board to place on BidNet.

Attachment/Document(s): Bid Package

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Law Section 103

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Town of Rotterdam

Highway Department Request for Bids:

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

***Bid Opening:
Wednesday, April 9, 2025
@ 10:00 A.M.***

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) INTERSTATE MODEL 40 DLA OR
COMPARABLE
20-TON EQUIPMENT TRAILER**

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

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

Signature

Name of Company or Corporation

Address

City

State

Zip

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

TOWN OF ROTTERDAM
BID FORM CONTINUED

Detailed Specifications:

*Interstate Model 40 DLA
or Comparable!*

General description:	40,000 lb. capacity tag-along trailer with beavertail & ramps.	Suspension:	Hutch 9700 multi-point spring with radius rod axle tracking adjustment, 44,000 lb. capacity.
Load capacity:	40,000 lbs. at 65 M.P.H. (G.V.W.R. 47,600 lbs.)	Axles:	(2) 22,500 lb. capacity with oil bath hubs.
Overall length:	30'-0"	Brakes:	12-1/4" x 7-1/2" air with "Wabco" anti-lock braking system and spring parking brakes.
Deck length:	24'-0" (19'-0" flat deck + 5'-0" beavertail)	Wheels:	8 hole, hub piloted steel disc.
Deck width:	8'-6"	Tires:	215/75R17.5, (H)
Deck height:	36" unloaded	Ramps:	60" x 22" wood-filled with spring assist.
Frame construction:	Pierced mainbeam construction with one piece interlocking crossmembers. Mainbeams: W14" x 22 lbs. per ft., grade 50 Hi-tensile. Crossmembers: 6" I-beam x 3.9 lbs per ft., grade 50 Hi-tensile on 22" centers. 3/16" steel fabricated knee bracing on every other x-member. Siderails: C8" x 11.5 lbs. per ft. Grade 50 Hi-tensile.	Jack:	25,000 lb. 2 speed, side crank.
Headboard:	8" channel, full width of trailer.	Hitch:	4 position cast steel pintle eye, 1-5/8" stock, 3" I.D.
Decking:	2" nominal oak secured to crossmembers with 5/16" torque screws.	Tie downs:	(8) heavy duty D-rings, 4 per side.
Standard paint:	Black Urethane (Optional colors available) Rust prohibitive undercoating.	Lights:	12 volt DOT & ICC approved. All lights are LED type and flush mounted in rubber grommets. Wiring is run in flexible neoprene jacket and modular in design. 7 way plug.

Misc. options:

- ☒ Red Paint
- ☒ Lockable tool box lid:
- ☒ Spare tire & wheel:
- ☒ Spare tire carrier:

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway Superintendent at llamora@rotterdamny.org or by calling 518-355-7722.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on April 9, 2025**, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. April 9, 2025** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>), and the Town Clerk at Town Hall. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An “Affidavit of Non-Collusion” is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town’s Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.

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

NON-COLLUSION BIDDING CERTIFICATION

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

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

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New York State Division of Human Rights (DHR)

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

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

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

United States Equal Employment Opportunity Commission (EEOC)

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

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 138.25

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

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

CRUSHED LIMESTONE, GRAVEL & SAND

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

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

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

SECTION 4. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidders in accordance with the terms of the bid proposals as submitted. Summary of bid prices are on file in the Town Clerk's office;

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: March 19, 2025

TO: Town Board

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: To Accept Bids and Award Contracts for Highway Materials: Crushed Limestone, Gravel & Sand

TOWN BOARD MEETING: March 26, 2025

Background Information: The Town Board called for bids for Highway Materials: Crushed Limestone, Gravel & Sand on February 14, 2025.

Evaluation/Analysis: Proper Bidding Process

Recommendation(s): To Accept Bids and Award Contracts for Highway Materials: Crushed Limestone, Gravel & Sand to the following companies, as each provided the lowest responsible bids: Carver Sand & Gravel LLC., William Larned & Sons Inc., and Cushing Stone Co.

Attachment/Document(s): Bid Results

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Law 103 & Town Purchasing Policy

LEGISLATION WILL BE PREPARED BY: Town Attorney

HIGHWAY MATERIALS

CRUSHED LESTONE SIZE 1, PER TON
 CRUSHED LESTONE SIZE 1A, PER TON
 CRUSHED LESTONE SIZE 1B, PER TON
 CRUSHED LESTONE SIZE 2, PER TON
 CRUSHED LESTONE SIZE 3, PER TON
 CRUSHED LESTONE SIZE RUBBLE, PER TON

GRAVEL SIZE #1 STONE, PER TON
 GRAVEL SIZE #2 STONE, PER TON
 GRAVEL SIZE #3 STONE, PER TON
 GRAVEL SIZE RUBBLE, PER TON
 GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON
 GRAVEL SIZE BANK RUN, PER TON

SAND, TYPE FILL SAND, PER TON
 SAND, TYPE ROAD SAND, PER TON

Carver

Larned

Callanan Industries Inc.

CUSHING STONE CO.

\$13.75/\$20.75 DEL	NB	\$14.75/\$21.55 DEL	\$18.00/\$26.00 DEL
\$18.75/\$25.75 DEL	NB	\$19.75/\$26.55 DEL	\$12.00/\$28.00 DEL
\$13.75/\$20.75 DEL	NB	\$13.25/\$20.05 DEL	\$10.75/\$18.75 DEL
\$13.75/\$20.75 DEL	\$17/\$22.25 DEL	\$13.25/\$20.05 DEL	\$12.50/\$20.50 DEL
\$13.75/\$20.75 DEL	\$17/\$22.25 DEL	\$13.25/\$20.05 DEL	\$12.50/\$20.50 DEL
\$10.00/\$17.00 DEL	\$15.50/\$18.50 DEL	\$10.25/\$17.05 DEL	\$9.75/\$17.75 DEL
NB	NB	NB	NB
NB	NB	NB	NB
NB	NB	NB	NB
NB	NB	NB	NB
NB	\$15.50/\$15.50 DEL	NB	NB
NB/\$14.00 DEL	\$14.50/\$14.50 DEL	NB	NB
\$14.00 DEL	\$18.00/\$18.00 DEL	NB	NB
\$14.00 DEL	\$13.85/\$13.85 DEL	NB	NB

Green = AWARDED

Red = NOT AWARDED

Yellow = NO BID

CARVER COMPANIES

Town of Rotterdam

Highway Department Request for Bids

Highway Materials: Crushed Limestone, Gravel, & Sand

***Bid Opening:
Friday, March 14, 2025
@ 10:00 A.M.***

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

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.

Zip

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

TOWN OF ROTTERDAM
BID FORM CONTIUNED

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
CRUSHED LIMESTONE SIZE 1, PER TON	13.75	\$20.75	Schoharie
CRUSHED LIMESTONE SIZE 1A, PER TON	\$18.75	\$25.75	Schoharie
CRUSHED LIMESTONE SIZE 1B, PER TON	\$13.75	\$20.75	Schoharie
CRUSHED LIMESTONE SIZE 2, PER TON	\$13.75	\$20.75	Schoharie
CRUSHED LIMESTONE SIZE 3, PER TON	\$13.75	\$20.75	Schoharie
CRUSHED LIMESTONE SIZE RUBBLE, PER TON	\$10.00	\$17.00	Schoharie
GRAVEL SIZE #1 STONE, PER TON	NB	NB	NB
GRAVEL SIZE #2 STONE, PER TON	NB	NB	NB
GRAVEL SIZE #3 STONE, PER TON	NB	NB	NB
GRAVEL SIZE RUBBLE, PER TON	NB	NB	NB
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON	NB	NB	NB
GRAVEL SIZE BANK RUN, PER TON	NB	\$14.00	Waterford
SAND, TYPE FILL SAND, PER TON	NB	\$14.00	Waterford
SAND, TYPE ROAD SAND, PER TON	NB	\$14.00	Waterford

Bidder shall honor bid price for one (1) year commencing on **April 13, 2025**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway Superintendent at llamora@rotterdamny.org or by calling 518-355-7722.

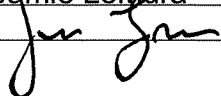
NON-COLLUSION BIDDING CERTIFICATION

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

Name of Firm: Carver Sand & Gravel LLC

Signed by: Jamie LeMura

Title: Sales Manager

Signature: 

Date: March 6, 2025

**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, Jamie LeMura hereby sign and submit this bid or proposal for Crushed Limestone, Gravel & Sand 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.

Jamie LeMura
Signature of Individual

March 6, 2025
Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: Carver Sand & Gravel LLC

Signed by: Jamie LeMura Title: Sales Manager

Signature: Jamie LeMura Date: March 6, 2025

WILLIAM LARNED & SONS, INC.

Town of Rotterdam

Highway Department Request for Bids

Highway Materials: Crushed Limestone, Gravel, & Sand

***Bid Opening:
Friday, March 14, 2025
@ 10:00 A.M.***

TOWN OF ROTTERDAM
BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

HIGHWAY MATERIALS:
CRUSHED LIMESTONE, GRAVEL & SAND

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

Wm. M. Larned & Sons, Inc.
Name of Company or Corporation

544 Burdeck St.
Address

Schenectady NY 12306
City State Zip

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

TOWN OF ROTTERDAM
BID FORM CONTIUNED

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
CRUSHED LIMESTONE SIZE 1, PER TON			Burdeck
CRUSHED LIMESTONE SIZE 1A, PER TON			st.
CRUSHED LIMESTONE SIZE 1B, PER TON			
CRUSHED LIMESTONE SIZE 2, PER TON	17.00	22.25	
CRUSHED LIMESTONE SIZE 3, PER TON	17.00	22.25	
CRUSHED LIMESTONE SIZE RUBBLE, PER TON	15.25	18.50	
GRAVEL SIZE #1 STONE, PER TON			
GRAVEL SIZE #2 STONE, PER TON			
GRAVEL SIZE #3 STONE, PER TON			
GRAVEL SIZE RUBBLE, PER TON			
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON	15.50	15.50	
GRAVEL SIZE BANK RUN, PER TON	14.50	14.50	
SAND, TYPE FILL SAND, PER TON	18.00	18.00	
SAND, TYPE ROAD SAND, PER TON	13.85	13.85	

Bidder shall honor bid price for one (1) year commencing on **April 13, 2025**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway Superintendent at llamora@rotterdanny.org or by calling 518-355-7722.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on March 14, 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. on March 14, 2025** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>), and the Town Clerk at Town Hall. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.

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

NON-COLLUSION BIDDING CERTIFICATION

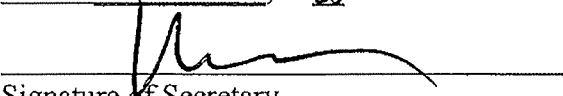
- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived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

Name of Firm: Wm. M. Larned & Sons Inc.
Signed by: Thomas Larned Title: VP
Signature: [Signature] Date: 3/13/2025

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

Resolved that Thomas Larned be authorized to sign and submit the bid or proposal of this corporation for Wm. M. Larned & Sons Inc. 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 Wm. M. Larned & Sons Inc. corporation at a meeting of its board of directors held on the 2 day of January, 2025.



Signature of Secretary

(SEAL OF THE CORPORATION)

**~~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

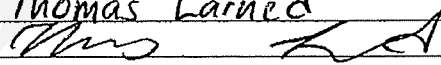
Date

**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: Wm. M. Larned & Sons Inc.

Signed by: Thomas Larned Title: VP

Signature:  Date: 3/13/2025

CUSHING STONE CO.

Town of Rotterdam

Highway Department Request for Bids

Highway Materials: Crushed Limestone, Gravel, & Sand

***Bid Opening:
Friday, March 14, 2025
@ 10:00 A.M.***

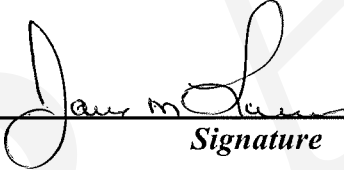
TOWN OF ROTTERDAM
BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

HIGHWAY MATERIALS:
CRUSHED LIMESTONE, GRAVEL & SAND

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



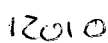
Address



City



State



Zip

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.

NON-COLLUSION BIDDING CERTIFICATION

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

Name of Firm: Cushing Stone Co Inc
Signed by: James M. Loucks Title: Sales
Signature: [Signature] Date: 3/12/25

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

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on March 14, 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. on March 14, 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.

TOWN OF ROTTERDAM
BID FORM CONTIUNED

8.00 per ton.
*

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
CRUSHED LIMESTONE SIZE 1, PER TON	18.00	26.00	Amsterdam RT 55
CRUSHED LIMESTONE SIZE 1A, PER TON	20.00	28.00	
CRUSHED LIMESTONE SIZE 1B, PER TON	10.75	18.75	
CRUSHED LIMESTONE SIZE 2, PER TON	12.50	20.50	
CRUSHED LIMESTONE SIZE 3, PER TON	12.50	20.50	
CRUSHED LIMESTONE SIZE RUBBLE, PER TON	9.75	17.75	
GRAVEL SIZE #1 STONE, PER TON	NS		
GRAVEL SIZE #2 STONE, PER TON			
GRAVEL SIZE #3 STONE, PER TON			
GRAVEL SIZE RUBBLE, PER TON			
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON			
GRAVEL SIZE BANK RUN, PER TON			
SAND, TYPE FILL SAND, PER TON			
SAND, TYPE ROAD SAND, PER TON			

Bidder shall honor bid price for one (1) year commencing on **April 13, 2025**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway Superintendent at llamora@rotterdamny.org or by calling 518-355-7722.

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

Resolved that James m Loucks be authorized to sign and submit the bid or proposal of this corporation for Cushing Stone Co Inc 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 Cushing Stone Company corporation at a meeting of its board of directors held on the 25 day of July, 2025

(SEAL OF THE CORPORATION)

Signature of Secretary

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

I, James m Loucks hereby sign and submit this bid or proposal for (Cushing Stone Co) Highway material 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: Cushing Stone Co Inc

Signed by: James m Loucks Title: Sales

Signature: James m Loucks Date: 3/12/25

RESOLUTION NO. 139.25

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

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

MANHOLE FRAME AND GRATES & MANHOLE ROUND RISERS

THEREFORE, UPON MOTION OF Councilmember _____,

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 unit cost/delivery bids for Highway Material: **Manhole Round Risers** to Ferguson Enterprises LLC, of 612 Pierce Road, Clifton Park, New York 12065, pursuant to attached schedule.

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

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

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: March 19, 2025

TO: Town Board

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: To Accept Bids and Award Contracts for Highway Materials: Manhole Frame and Grates & Manhole Round Risers

TOWN BOARD MEETING: March 26, 2025

Background Information: The Town Board called for bids for Highway Materials: Manhole Frame and Grates & Manhole Round Risers on February 14, 2025.

Evaluation/Analysis: Proper Bidding Process

Recommendation(s): Accept Bid and Award Contract for Highway Materials: Manhole Frame and Grates & Manhole Round Risers to Guardian Concrete Products and Ferguson Waterworks.

Attachment/Document(s): Bid Results

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Law § 103 & Town Purchasing Policy

LEGISLATION WILL BE PREPARED BY: Supervisors Office

HIGHWAY MATERIALS

	<u>Ferguson</u>	<u>GUARDIAN CONCRETE</u>	<u>TOWN & COUNTRY B.R.</u>
	UNIT COST/DEL COST	UNIT COST/DEL COST	UNIT COST/DEL COST
MANHOLE FRAMES AND GRATES 26" x 26" EACH #1	\$708.00	\$510.00	\$629.00
MANHOLE FRAMES AND GRATES 26" x 26" EACH #2	\$708.00	\$468.00	\$524.00
MANHOLE FRAMES SQUARE RISERS:			
26 1/4" X 26 1/4" X 1	NB	\$290.00	NB
26 1/4" X 26 1/4" X 2	NB	\$290.00	NB
MANHOLE ROUND RISERS			
24" ROUND X 1"	\$130.32	\$269.00	NB
26" ROUND X 1"	\$157.66	\$269.00	NB

Green = AWARDED

Red = NOT AWARDED

Yellow = NO BID

FERGUSON WATERWORKS

Town of Rotterdam

Highway Department Request for Bids

Highway Materials: Manhole Frames & Grates, and Manhole Square & Round Risers

***Bid Opening:
Friday, March 14, 2025
@ 10:15 A.M.***

TOWN OF ROTTERDAM
BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

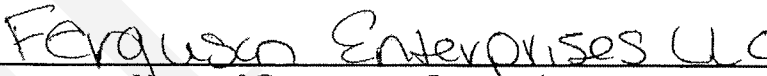
***HIGHWAY MATERIALS:
Manhole Frames & Grates, and
Manhole Square & Round Risers***

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.



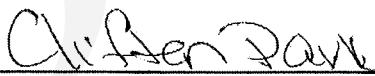
Signature



Name of Company or Corporation



Address



City



State



Zip

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

TOWN OF ROTTERDAM
BID FORM CONTINUED

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
<i>MANHOLE FRAMES AND GRATES:</i>			
• SQUARE CATCH BASIN: SEE DIAGRAM 1	708.00	708.00	708.00
• SQUARE INLET BASIN: SEE DIAGRAM 2	708.00	708.00	708.00
<i>MANHOLE FRAMES SQUARE RISERS:</i>			
• 26" X 26" X 1"	ncbid	ncbid	ncbid
• 26" X 26" X 2"	ncbid	ncbid	ncbid
<i>MANHOLE ROUND RISERS:</i>			
• 24" ROUND X 1"	130.32	130.32	130.32
• 26" ROUND X 1"	157.66	157.66	157.66

Bidder shall honor bid price for one (1) year commencing on **April 13, 2025**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway Superintendent at llamora@rotterdamny.org or by calling 518-355-7722.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:15 a.m. on March 14, 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. March 14, 2025** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>), and the Town Clerk at Town Hall. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.

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

NON-COLLUSION BIDDING CERTIFICATION

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

Name of Firm: Ferguson Enterprises LLC
Signed by: Bailey Larson Title: Municipal Sales Manager
Signature: Bailey Date: 2/24/25

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

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

The foregoing is a true and correct copy of the resolution adopted by Ferguson Enterprises LLC corporation at a meeting of its board of directors held on the 31st day of July, 2023

(SEAL OF THE CORPORATION)

Signature of Secretary

Please see Attached

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

I, Bailey Larson hereby sign and submit this bid or proposal for Ferguson Waterworks 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.

Bailey Larson
Signature of Individual

Date

2/24/25

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: Ferguson Enterprises LLC
Signed by: Bailey Larson Title: Municipal Sales Manager
Signature: Bailey Larson Date: 2/24/25

SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

Individual Name: Bailey Larson

Title: Sales Manager - Waterworks Strategic Business

DS
004

Authorized Action(s):

1. To enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may deemed in the best interest of the Company.
2. To prepare and submit bids and proposals to the Company's customers

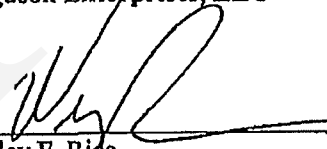
This certificate of authorization shall be effective from the date hereof until November 4, 2025 unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective July 31, 2023

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective November 5, 2024.

(Company Seal)



Ferguson Enterprises, LLC

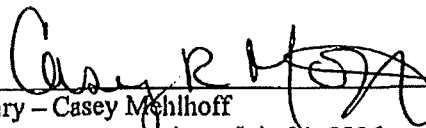

Wesley E. Rice
Assistant Secretary

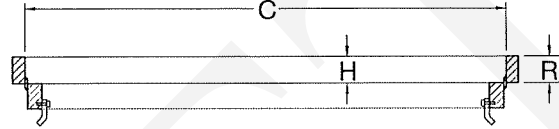
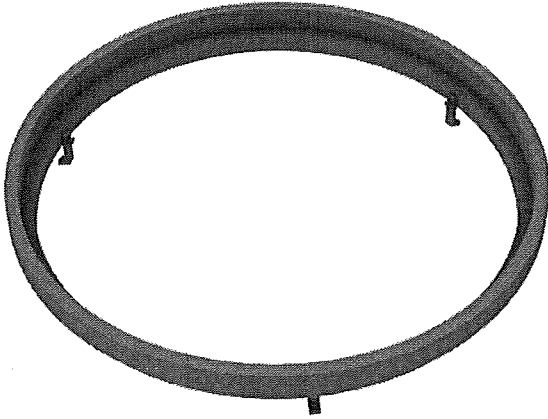
Commonwealth of Virginia
City of Newport News

Sworn to subscribe and acknowledged before me on November 5, 2024, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company

(Notary Seal)



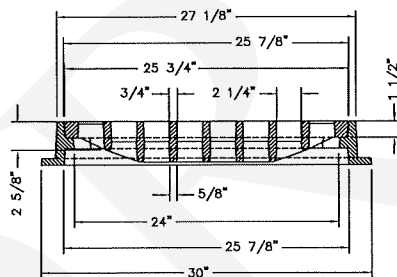
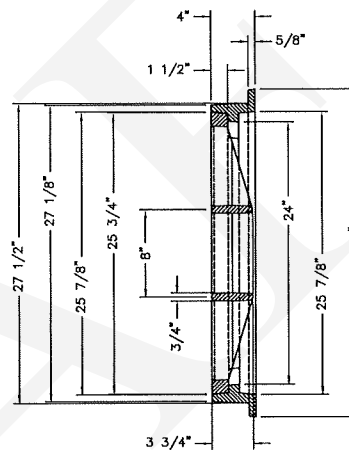
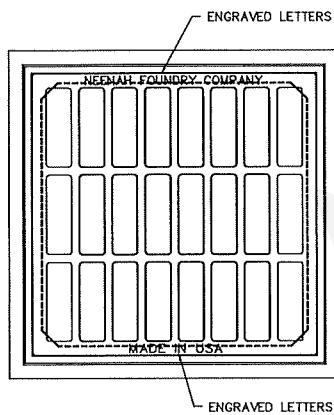

Notary - Casey Mehlhoff
My commission expires: July 31, 2026



PRODUCT NO.	COVER DIAMETER C	COVER THICKNESS H	COVER RAISE R	SUITABLE FOR PRODUCT NO.
SFR2410	24-1/4	1-3/8	1	12441, 12461, 12471, 12481, 12442, 12462, 12472, 12482, 12448
SFR2415	24-1/4	1-3/8	1-1/2	
SFR2420	24-1/4	1-3/8	2	
SFR2425	24-1/4	1-3/8	2-1/2	
SFR2430	24-1/4	1-3/8	3	
SFR2510	25-5/8	2	1	12583, 12580
SFR2515	25-5/8	2	1-1/2	
SFR2520	25-5/8	2	2	
SFR2611	26-1/4	1-1/8	1	12645, 12665, 12685, 12644, 12664, 12694
SFR2616	26-1/4	1-1/8	1-1/2	
SFR2621	26-1/4	1-1/8	2	
SFR2626	26-1/4	1-1/8	2-1/2	
SFR2631	26-1/4	1-1/8	3	
SFR2720	27	1-1/2	2	12741, 12781, 12782
SFR3210	31-7/8	1-3/4	1	13251, 13261, 13281, 13252, 13262, 13282
SFR3215	31-7/8	1-3/4	1-1/2	
SFR3220	31-7/8	1-3/4	2	

NOTES:

- Dimensions are approximate & in inches
- Steel
- Conforms to ASTM A36 specifications



*** REVERSIBLE CASTING AND CAN BE USED FOR BOTH APPLICATIONS**

COMPONENT NOS.: FRAME 1878-0017; GRATE 1878-3019
 MATERIAL: CAST GRAY IRON ASTM A-48, CLASS 35B
 FINISH: NO PAINT
 WEIGHT: FRAME 134#; GRATE 160#

DR. CSK	SCALE 1/8"=1"	TITLE R-1878-A6G FRAME AND GRATE
CHL	DAI CHK	NEENAH FOUNDRY COMPANY MEDIUM WEIGHT 6400
APP.		
DATE 07-09-2003		

08-08-2007	UPDATED THE BRUIE	ELA
DATE	REVISION	MT

CAD DWG. REF: 1878315.DWG-

2

GUARDIAN CONCRETE PRODUCTS

Town of Rotterdam

Highway Department Request for Bids

Highway Materials: Manhole Frames & Grates, and Manhole Square & Round Risers

***Bid Opening:
Friday, March 14, 2025
@ 10:15 A.M.***

TOWN OF ROTTERDAM
BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

HIGHWAY MATERIALS:
Manhole Frames & Grates, and
Manhole Square & Round Risers

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

Guardian Concrete Products Inc.

Name of Company or Corporation

2140 Maxon Rd Ext.

Address

Schenectady

City

NY

State

12308

Zip

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

TOWN OF ROTTERDAM
BID FORM CONTINUED

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
<i>MANHOLE FRAMES AND GRATES:</i>			
• SQUARE CATCH BASIN: SEE DIAGRAM 1	\$510.00	0	RHWYDP
• SQUARE INLET BASIN: SEE DIAGRAM 2	\$468.00		
<i>MANHOLE FRAMES SQUARE RISERS:</i>			
• 26" X 26" X 1"	\$290.00		
• 26" X 26" X 2"	\$290.00		
<i>MANHOLE ROUND RISERS:</i>			
• 24" ROUND X 1"	\$269.00		
• 26" ROUND X 1"	\$269.00		

Bidder shall honor bid price for one (1) year commencing on **April 13, 2025**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway Superintendent at llamora@rotterdamny.org or by calling 518-355-7722.

DIAGRAM 1

26 x 26	1-1/2	24 x 24	36 x 36	4		2.0
Grate	Grate Thickness	Clear Opening	Flange OD	Frame Height	Grate Type	Drain Area Sq. Ft.

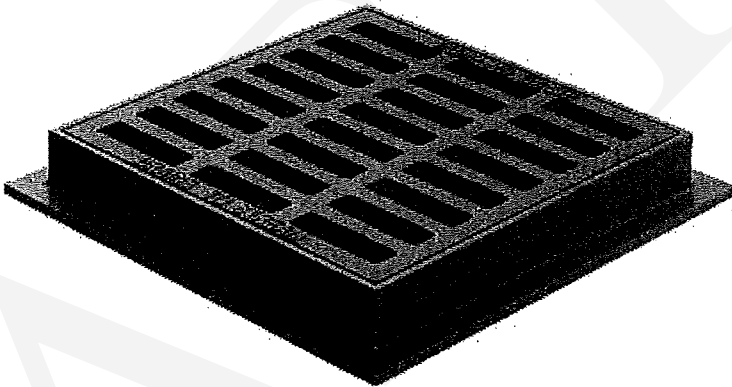
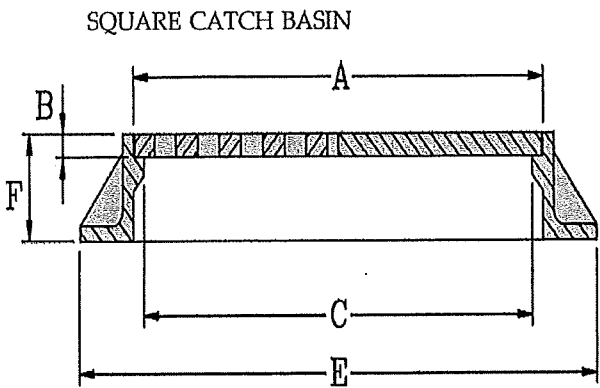
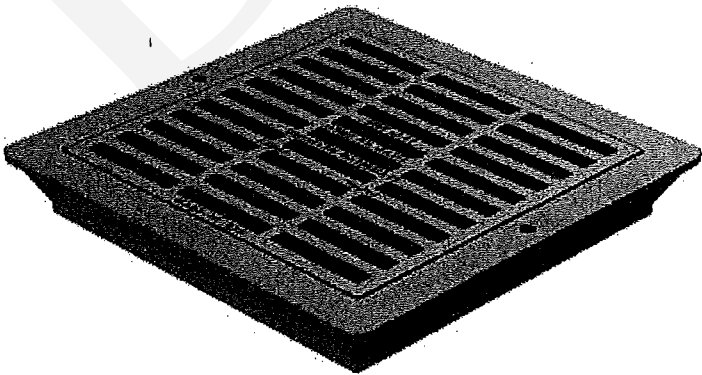


DIAGRAM 2

26x26	1-1/2	24 x 24	33 x 33
Grate	Grate Thickness	Clear Opening	Flange OD

SQUARE INLET BASIN



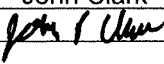
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14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
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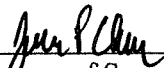
Name of Firm: Guardian Concrete Products Inc.
Signed by: John Clark Title: General Manager
Signature:  Date: 3/14/25

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

Resolved that John Clark be authorized to sign and submit the bid or proposal of this corporation for Guardian Concrete Products Inc. 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.

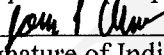
The foregoing is a true and correct copy of the resolution adopted by Guardian Concrete Products Inc. corporation at a meeting of its board of directors held on the 14 day of March, 2025.

(SEAL OF THE CORPORATION)


Signature of Secretary

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

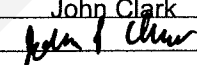
I, John Clark hereby sign and submit this bid or proposal for Guardian Concrete Products Inc. Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law 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

3/14/25
Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: Guardian Concrete Products Inc.
Signed by: John Clark Title: General Manager
Signature:  Date: 3/14/25

RESOLUTION NO. 140.25

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

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: March 19, 2025

TO: Town Board

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: To Accept Bids and Award Contracts for Tree Cutting & Removal Services

TOWN BOARD MEETING: March 26, 2025

Background Information: The Town Board called for bids for Tree Cutting & Removal Services on February 14, 2025.

Evaluation/Analysis: Proper Bidding Process

Recommendation(s): Accept Bid and Award Contract for Tree Cutting & Removal Services to Harmony Tree Service.

Attachment/Document(s): Bid Results

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Law § 103 & Town Purchasing Policy

LEGISLATION WILL BE PREPARED BY: Supervisors Office

BID FOR TREE CUTTING AND REMOVAL SERVICES

BID FOR: Tree Cutting & Removal Services

DATE OF TB MTG. & RESOLUTION #: 2/12/2025 Res #101.25

DATE BID PACKETS BECOME AVAILABLE: 2/14/2025

DATE PUBLISHED IN NEWSPAPER: 2/14/2025

DATE & TIME BIDS TO BE OPENED: 3/14/2025 @10:30am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	3/14/2025 @10:11am	KC	New England Property Maintenance, Inc. newenglandpropertymaint enance@yahoo.com	P.O. Box 224 Mahopec, NY 10541	Robert Amicucci	(914)224-3139		\$5080.00	
2	Bidnet- 2/24/2025 @5:01pm	MG	Harmony Tree Care Specialists harmonytree@gmail.com	350 Mariaville Road Schenectady, NY 12306	Trevor Stanton	(518)355-4700		\$4,055.28	
3	Bidnet- 3/12/2025 @10:30am	MG	Lewis Tree Service Inc. bids@lewistree.com	300 Lucies Gordon Drive West Harrietta, NY 14586	Thomas Meyer	(585)295-2416		\$4,368.00	

HARMONY TREE CARE SPECIALISTS

Town of Rotterdam

Highway Department Request for Bids

Tree Cutting & Removal Services

***Bid Opening:
Friday, March 14, 2025
@ 10:30 A.M.***

TOWN OF ROTTERDAM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

Tree Cutting & Removal Services

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
HARMONY TREE CARE SPECIALISTS LLC

Name of Company or Corporation
350 MARIANVILLE RD.

Address
SCHENECTADY, NY 12306

City State Zip

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

TOWN OF ROTTERDAM
ADVERTISEMENT FOR BIDS

Sealed proposals for the furnishing of all labor, materials, equipment, supplies, manpower and other means necessary for the Tree Cutting & Removal Services, so designated by the Highway Superintendent or the Acting Supervisor of the Department of Public Works, in accordance with the specifications set forth, will be received by the Town of Rotterdam Town Clerk at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam New York 12306 at 10:30 a.m. on March 14, 2025, at which time and place they will be publicly opened and read out loud.

If the information provided by bidder does not have bona fide experience by bidder in this line of work requested, or in the Town's judgment, is not qualified to carry out the obligations of the contract the bid will be rejected. Conditional bids will not be accepted.

Each bidder must submit with their bid, copies of Workers' Compensation insurance certificates, liability insurance and automobile liability insurance in the specified amounts. The Town of Rotterdam should be named on both policies as additional insured.

The bidder whose bid has been accepted will be required to execute a contract within ten days from the date of service of a notice, delivered in person or mailed to the address given in the bid that the contract has been awarded to him. In the case of failure to execute the contract and meet all other stated requirements within the time stated, the bidder shall be deemed to have abandoned the contract.

At the time of opening of bids each bidder will be presumed to be fully aware of the bidding documents and to have read and to be thoroughly familiar with the specifications. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the bid.

Bidders will comply with Section 103 of the General Municipal Law which states, in effect, that this contract may be cancelled without liability by the Town and the bidder may be disqualified to contract with any other municipality for a period of five years if the bidder, its officers or directors, when called before a Grand Jury to testify concerning any public transaction or contract, refused to sign a waiver of immunity.

In addition to the other provisions herein contained to be done or performed by the contractor as a part of this agreement, the said contractor certifies, pursuant to the provisions of Sec. 103-d of the General Municipal Law that: a) the bid has been arrived at by the bidder independently and has been submitted without collusions with any other vendor of materials, supplies or equipment of the type described in the invitation for bids; and b) the contents of the bid have not been communicated by the person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

END OF SECTION

Page 1 of 1

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before 10:30 a.m. on March 14, 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 10:30 a.m. March 14, 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 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 in person bids are to be delivered to the Town Clerk located at 1100 Sunrise Blvd, Rotterdam, NY 12306. Postage paid by bidder for mail or special delivery.
10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.
11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.
12. The Town Board of the Town of Rotterdam reserves the right to waive any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.
13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.
14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

**TOWN OF ROTTERDAM
GENERAL REQUIREMENTS**

1. It is the intent of this Request for Bids that all political subdivisions, and districts be entitled to make purchased 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 certified payroll sheets must be submitted prior to payment.
3. The contractor shall, at a minimum carry the following minimum insurance coverage; Liability Insurance \$1 million/occurrence and \$2 million/aggregate; \$1 million Excess Umbrella Policy; Automotive Coverage \$1 million; Property Insurance \$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. 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 contract bid prices may be extended to a second and third year.
6. 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.
7. 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.
8. 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 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.
9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Delivery and Payment

- a. All bid prices shall include freight and shall be quoted F.O.B. destination.
- b. 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.

15. 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.

16. 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.

**TOWN OF ROTTERDAM
SPECIFICATIONS**

The Contractor will be responsible for the furnishing of all labor, materials, equipment, supplies, manpower and other means necessary for the Tree Cutting & Removal Services, so designated by the Highway Superintendent or the Acting Supervisor of the Department of Public Works, in accordance with the specifications set forth. It is the responsibility of the Contractor to properly and safely carry out tree removal operations, and the Town assumes no responsibility for the method, technique, equipment or the safety of the Contractor's staff in the performance of the work.

The Contractor, once notified by the Highway Superintendent or the Acting Director of Public Works, that a tree is to be removed, must complete the tree removal project within five (5) working days. Once work is commenced, the Contractor must work continuously and expeditiously to complete the work.

Each tree will be removed to within 6" or less of the existing ground in close proximity of the tree stump, unless directed otherwise by the Highway Superintendent or the Acting Director of Public Works.

The Contractor will conduct the work in a professional, safe and workmanlike manner, and take due precautions to protect adjacent properties, including, but not limited to, overhead and underground utilities. The Contractor will remove from the site all tree parts and rake the area clean once completed. Any damage to private property caused by the Contractor's employees or equipment will be repaired and restored to its former condition, unless approved otherwise by the Highway Superintendent or the Acting Director of Public Works.

The Contractor must own and operate all necessary equipment to cut, trim and remove trees from any designated area. Such equipment will include, at a minimum:

- 1) An automated bucket truck to trim trees in hard-to-reach locations,
- 2) Branch and tree limb chipper equipment,
- 3) Hauling trucks to transport tree parts away from the site,
- 4) Logging equipment, including grabbers and logging trucks.

TOWN OF ROTTERDAM
BID FORM

The BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER (Town of Rotterdam) in the form included in the Contract Documents to perform and finish all work as specified or indicated in the Contract Documents for the Unit Prices and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders. The bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents including Addenda.

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

BIDDER has given the Town of Rotterdam written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Town of Rotterdam, if any, is acceptable to BIDDER.

This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

If the undersigned fails to execute the contract as stated in the foregoing Notice to Bidders, within fifteen days from the date of notification of the awarding of the contract, the OWNER may, at its option, determine that the undersigned has forfeited the contract.

**TOWN OF ROTTERDAM
BID FORM CONTINUED**

Unit Price Bid Amount

For work of this Contract, which consists of the cutting and removal of trees in the Town of Rotterdam, as directed by the Highway Superintendent or the Acting Supervisor of the Department of Public Works, in accordance with the terms and conditions noted herein, complete according to the following price schedule.

1	2	3	x	4	x	5	6	7	
Item	Description	Hourly Rate/ Worker		No. of Workers		Crew Hourly Rate (=Col. 3 x Col. 4)	Hours/ Day	Daily Rate (=Col. 5 x Col. 6)	

A Tree Cutting & Removal Labor Costs

168.97

x 3

= 506.91

x 8 hrs./day

\$	4,055	28
\$		
\$		
\$		
\$		
\$	1200	00

B Bucket Truck Rental

x 8 hrs./day

C Chipper Equipment Rental

x 8 hrs./day

D Tree Removal Truck (rack or comparable)

x 8 hrs./day

E Logging Truck

x 8 hrs./day

F Crane Rental

x 8 hrs./day

G Total Cost Per Day (Sum of Daily Rates for A, B, C, D and E
From Column 7)

\$	4,055	28
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Determination of the lowest responsible bid will be based on the total cost/day (Item G in the Bid Form, above), however, charges for services provided will be based on actual hours worked, multiplied by the hourly rate entered on the bid Form in Columns 3 and 5, and as verified by the Highway Superintendent or the Acting Supervisor of the Department of Public Works.

The size of the labor crew may vary depending on the size and complexity of the tree to be removed. The successful lowest responsible bidder must obtain Highway Superintendent or Acting Supervisor of the Department of Public Works approval for the intended crew size prior to commencing any work. For billing purposes, the hourly labor rate, as provided by the successful lowest responsible bidder in Column 3 of the Bid Form will be the basis for labor charges for services provided.

All work will be performed during normal working hours of the Town of Rotterdam Highway Department or Rotterdam Department of Public Works, unless exceptions are granted by the Highway Superintendent or the Supervisor of the Department of Public Works. In these cases, premium overtime rates will not be paid for work performed outside of normal working hours.

In the hourly rate (Column 3), Bidders should include all necessary supplies, materials and equipment used in the tree cutting operation, such as chain saws, ropes, tree climbing equipment, etc.

- The lowest responsible bidder will be responsible for disposal of all chips, limbs and logs produced from trees removed under the terms of this contract.
- Depending on the availability of Town equipment and staff, the Highway Superintendent or the Acting Supervisor of the Department of Public Works may elect to supply some of the labor and equipment to assist with the tree cutting and removal operation. In these cases, the successful lowest responsible bidder will only charge for those items that are authorized and not provided by the Town of Rotterdam.
- For billing purposes, only those hours worked at the site will be considered, subject to verification by the Town of Rotterdam. Travel time, mobilization and demobilization, will not be included as hours worked on a specific tree removal job.
- The equipment rental rates (Items B-E) should not include labor costs, since they will be operated by the same staff included in Item A.

Acknowledgment of Receipt of Addenda

Addenda #	Date	Submitted by
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BID SUBMITTED on FEBRUARY 24, 2025, 2025.

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

[Signature]

Signature

HARMONY TREE CARE SPECIALISTS LLC

Name of Company or Corporation

350 MARIAVILLE RD

Address

SCHENECTADY

City

NY

State

12306

Zip

(518) 355-4700

Phone Number

HARMONYTREE70@gmail.com

Email

NON-COLLUSION BIDDING CERTIFICATION

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

Name of Firm: HARMONY TREE CARE SPECIALISTS LLC
Signed by: TRENDON W. STANTON Title: OWNER
Signature: [Signature] Date: 2/24/25

Page 1 of 1

**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, TREVOR W STANTON hereby sign and submit this bid or proposal for HARMONY TREE CARE SPECIALISTS 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.

TSA
Signature of Individual

02/24/25
Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: HARMONY TREE SPECIALISTS LLC

Signed by: TREVOR W STANTON

Title: OWNER

Signature: TSA

Date: 02/24/25

RESOLUTION NO. 141.25

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

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 professional engineering services to prepare a Preliminary Engineering Report (PER) for Water District No. 5, to site a new water storage tank in the Schalmont School District area of the Town, in an amount not to exceed thirty-five thousand and 00/100 (\$35,000.00) dollars.

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: March 21, 2025

TO: Mollie Collins – Town Supervisor

FROM: Jack Dodson – Deputy Supervisor

TITLE OF REQUEST: Authorize the supervisor to sign a contract with Barton & Loguidice to prepare a Preliminary Engineering Report (PER) to evaluate water storage improvements in the Schalmont School District area.

TOWN BOARD MEETING: March 26, 2025

Background Information: The Town of Rotterdam has no water storage tanks in the western section of the town in the Schalmont School District area. During peak water demands, water pressure is decreased in the distribution system and filling of water storage tanks in the eastern section of town becomes a problem.

Evaluation/Analysis: Barton & Loguidice will evaluate siting of a new water storage tank in the Schalmont School District area including updating the hydraulic model for WD#5, providing size, height and type of water storage tank, improvements required to the distribution system to connect the tank, opinion of probable project cost, and historic, archaeological, and environment review.

Recommendation(s): Authorize supervisor to negotiate and execute a contract with Barton & Loguidice to prepare the Preliminary Engineering Report.

Attachment/Document(s): Barton & Loguidice proposal letter dated December 13, 2024.

Compliance with Purchasing Policy: Project to be bid

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

December 13, 2024

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

Re: Engineering Services Proposal for (T) Rotterdam Preliminary Engineering Report
Water Storage Tank Improvements – Schalmont School District Area

File: 702.5150

Dear Supervisor Collins,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide engineering services to prepare a Preliminary Engineering Report (PER) for Water District No. 5 to site a new water storage tank in the Schalmont School District area of the Town. It is assumed the tank will be a one (1) million gallon sized tank, which we will review and confirm.

Background

The Town owns and operates Water District No. 5 (PWSID NY4600069), which consists of a five (5) well municipal field, five (5) water storage tanks and a potable water distribution system network. The Town's well field has suited the Town well since it was originally constructed in the mid-1950s. There are three (3) 0.4 MG elevated water storage tanks that were constructed in the 1950s and are located on Bernard Street, Elizabeth Street, and Hamberg Street. There are two (2) 2 MG water storage tanks that were constructed in the 1950s and are located on Helderberg Avenue and May Avenue.

The Town has requested engineering services to prepare a Preliminary Engineering Report (PER) to site a new water storage tank, either elevated or at grade, with consideration of ground elevation and required Hydraulic Grade Line (HGL). In addition, the Town has requested the evaluation of various tank types to include at grade welded steel or concrete tanks as well as elevated epoxy coated welded steel tanks. The overflow elevation for all five (5) of the existing water storage tanks within Water District No. 5 are located at 478 feet. Bernard Street, Elizabeth Street, Hamberg Street, and Helderberg Avenue water storage tanks have altitude valves to control the water level within the tanks. During the PER process, we will update the Town water model and run up to three (3) scenarios to determine how the new tank affects flow and pressure in the system both with all tanks online and if the five (5) corners tank were removed from service. Based upon the model results, the PER will address the hydraulic

conditions impact if the Town were to decommission the water storage tank at the Five Corners site, located at the new police/court's property or if the water storage tank should remain for fire flows at the new police/courts building and surrounding area. In addition, the PER will address any necessary water main improvements to loop the new tank into the distribution system.

Scope of Service

Barton & Loguidice proposes the following Scope of Services:

Task 1 – Development of Preliminary Engineering Report (PER)

- a. B&L will conduct a Kick-Off Meeting with Town representatives to discuss the special improvement of Water District No. 5 to site a new water storage tank in the Schalmont School District area of the Town.
- b. B&L will provide a draft Preliminary Engineering Report (PER) for Water District No. 5 to site a new water storage tank in the Schalmont School District area of the Town and will submit it to the New York State Department of Health (NYSDOH) for review and approval. The PER will be prepared, stamped, and signed by a qualified professional licensed to practice in New York State. The PER will identify the problem and state a capital improvement project as the recommended solution; provide alternatives analysis; provide an estimate of the total project cost; include project location maps; and a completed engineering report certification. The PER will be submitted to the NYSDOH for placement on the Drinking Water State Revolving Fund Program, Intended Use Plan (IUP) for the development of the plan of finance for water improvements. The PER will include cost assessment and affordability based on two (2) different funding scenarios. Furthermore, the PER will be developed using the updated hydraulic model that includes the current water distribution improvements in Water District No. 5 and will include conceptual tank location, water main connections etc.
- c. B&L will attend two (2) meetings with the Town, Schalmont School District and/or affected property owners. It is assumed the Town will schedule these meetings with all parties.
- d. B&L will attend one (1) meeting with Town representatives to review the draft PER.

Task 2 – Final Preliminary Engineering Report

- a. B&L will incorporate Town comments into a final Preliminary Engineering Report for the Town of Rotterdam Water District No. 5 improvement. Submit copies of the PER to the Town and Department of Health (DOH) for review and approval.

- b. B&L will attend one (1) Public Informational Meeting for the Town of Rotterdam Water District No.5 improvements to present the project and respond to public questions/comments.

Task 3 - Historic, Archaeological, and Environmental Review

- a. B&L anticipates that an Archeological Phase IA survey will be required since the water storage tank will be constructed in a new area. It is assumed that a Phase IB survey or a Phase II survey will not be required; if requested, these services would be completed under a separate scope and fee amendment. B&L will subcontract to complete the Phase 1A survey.
- b. In addition, B&L anticipates the project will be classified as a Type I under the State Environmental Quality Review Act (SEQR) (6 NYCRR Part 617) and a long form EAF will be completed. B&L will assist with the preparation of Parts I, II and III for Town use in completing SEQR. It is assumed that the Town will declare their intent to be the SEQRA lead agency, and that no other agency will challenge. A coordinated review process is anticipated; B&L will assist in coordinating with interested and involved agencies on the Town's behalf. Draft resolutions will be provided for Town action, and a supplemental document detailing the Part III analysis will be provided for support. It is assumed that the Town will arrive at a *No Significant Adverse Environmental Impact* ("negative declaration") determination for the purposes of this proposal. Should a "positive declaration" be issued and an EIS be needed, B&L would provide such additional support under a separate scope and fee amendment. B&L will assist in final agency notifications and publication of notices, as required under 6 NYCRR Part 617. Environmental screenings will be completed to collect records of state and federal protected species for the project vicinity and to review potential for wetland presence/absence. A site visit is included in this scope of services to assist in general siting of the tank. No formal permitting is included at this time.

B&L has not included the preparation of funding applications, such as DWSRF & WIIA, which the Town may want to consider separately to move the plan of finance forward for the water project. The PER will be developed in accordance with EFC's Engineering Report Outline and will be suitable to submit for co-funding assistance.

FEE FOR SERVICE

B&L proposes to perform the engineering services described above for a total lump sum fee of \$35,000, broken down as follows:



Task 1: Preliminary PER	\$17,000
Task 2: Final PER	\$ 4,000
Task 3: Historic, Archaeological, and Environmental Review	\$ 7,500
Subcontractor Services (Phase 1A Archeological Survey)	<u>\$ 6,500</u>
Total	\$35,000

B&L trusts that this proposal meets the Town's needs for the development of a Preliminary Engineering Report for Water District No. 5 to site a new water storage tank in the Schalmont School District area of the Town. We appreciate this opportunity to be of service to the Town and look forward to working with you. If you have any questions regarding this proposal, please contact me.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, which appears to read 'Donald H. Fletcher', is positioned below the company name.

Donald H. Fletcher
Executive Vice President

RAR/JCD/tlh

Encl.: Standard Terms and Conditions
NYSEFC Mandatory State Revolving Fund Equivalency Project Terms and Conditions

Authorization

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

Mollie A. Collins, Supervisor
Town of Rotterdam

Date

**STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant 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 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant 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. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant 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.

E. Consultant 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.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant'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). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant 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.

I. The services to be provided by Consultant 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 Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant 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.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, 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 Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater; (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant 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 a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such 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 Consultant 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 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or 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 (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) 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 Consultant 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. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant 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.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supercedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.



Mandatory State Revolving Fund Equivalency Project Terms and Conditions

**For Equivalency Projects Funded with NYS Clean Water State
Revolving Fund or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

☐ **Construction**

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

☐ **Non-Construction**

Effective October 1, 2023

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

DRAFT

Contents

INTRODUCTION.....	4
REQUIRED CONTRACT LANGUAGE	4
COMMONLY USED TERMS	4
SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS	5
SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS	5
I. General Provisions.....	5
II. Equal Employment Opportunities (EEO)	6
III. Good Faith Efforts and Fair Share Objectives for DBEs.....	7
A. Fair Share Objectives for this Contract are 20%	7
B. Good Faith Efforts.....	7
C. DBE Utilization Plan	8
D. Submission of Good Faith Effort Documentation.....	8
E. Quarterly Report.....	8
SECTION 3 BUILD AMERICA, BUY AMERICA (BABA) ACT AND AMERICAN IRON AND STEEL (AIS) REQUIREMENTS.....	9
I. BABA Requirements	9
II. AIS Requirements.....	10
SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS.....	10
SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT	16
SECTION 6 RESTRICTIONS ON LOBBYING	16
SECTION 7 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	17
SECTION 8 CONSTRUCTION SIGNS.....	17
ATTACHMENTS (Required Forms).....	18
Attachment 1 – EFC DBE Utilization Plan	19
Attachment 2 – BABA Contractor’s Certification.....	20
Attachment 3 – AIS Contractor’s Certification.....	21
Attachment 4 – Lobbying Certification	22

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.

Equivalency means projects in the amount equal to the funds “directly made available” by an Environmental Protection Agency (EPA) Capitalization Grant and funding for those projects is considered federal funds, or federal financial assistance. The Equivalency designation is indicated in the Intended Use Plan.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified under Build America, Buy America as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR § 184.4(e), then it is not a manufactured product.

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 Clean Water State Revolving Fund (CWSRF) projects and for Drinking Water State Revolving Fund (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 FEDERAL DISADVANTAGED 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 Disadvantaged Business Enterprises ("DBE") requirements of this section apply to construction, equipment, services, and/or supplies Contracts.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
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 DBE 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 or enforcement proceedings as allowed by the Contract.
 - D. If any terms or provisions herein conflict with Federal DBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.
 - E. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin, age, disability, or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

II. Equal Employment Opportunities (EEO)

- A. 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.
- B. For federally assisted construction Contracts, 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.
- C. 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.
- D. Pursuant to 41 CFR § 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.
- E. 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.
- F. For federal or federally assisted 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.
- G. The Contractor will include the provisions of Subdivisions II(A) and II(B) 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.

III. Good Faith Efforts and Fair Share Objectives for DBEs

- A. Fair Share Objectives for this Contract are 20%
- B. Good Faith Efforts

Pursuant to 40 CFR § 33.301, the Contractor must demonstrate and document “good faith efforts” to provide meaningful participation by DBEs as Subcontractors or Suppliers in the performance of the Contract.

1. For purposes of demonstrating good faith efforts and achieving the fair share objectives established herein, the Contractor should seek out the participation of the following certified entities:
 - a. DBEs certified by the Small Business Administration (SBA), directory available at: https://web.sba.gov/pro-net/search/dsp_dsbs.cfm
 - b. DBEs certified by state DOTs on behalf of the United States Department of Transportation (USDOT), directories by state available at <https://www.transportation.gov/DBE%20State%20Websites>, including:
 - c. DBEs certified in New York State: <https://nysucp.newnycontracts.com/>
 - i. DBEs certified in New Jersey: <https://njucp.dbesystem.com/>
 - ii. DBEs certified in Connecticut: https://biznet.ct.gov/DOT_DBE/dbesearch.aspx
2. Participation of Brokers and Truckers/Haulers
 - a. Contractors cannot count the participation of a DBE who acts as a Broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a Broker.
 - b. Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a “commercially useful function,” according to the following factors:

- i. The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
- ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

C. DBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the EFC DBE 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 DBE Utilization Plan for the performance of DBEs on the Contract.
3. The Contractor further agrees that a failure to submit and/or use such DBE 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 Recipient in the Quarterly Report immediately following the change. See Section III(E), *Quarterly Report*. At EFC's discretion, an updated DBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a change order is executed the change order and supporting documentation should be submitted to the MBO and a revised Utilization Plan may be required at EFC's discretion.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the DBE Utilization Plan to the MBO within 30 days of their execution.

D. Submission of Good Faith Effort Documentation

1. If the Contractor, after making good faith efforts, is unable to meet the DBE fair share objectives, the Contractor must submit documentation showing good faith efforts made by the Contractor to meet the fair share objectives. Such documentation should be submitted to the MBO in accordance with the instructions on the DBE Utilization Plan.
2. If the MBO, upon review of the DBE Utilization Plan and updated Quarterly Reports determines that the Contractor is failing or refusing to comply with the good faith effort requirements or that the good faith efforts are not in the requested format, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within a reasonable time and provide documentation showing good faith efforts as requested.

E. Quarterly Report

1. The Contractor agrees to submit a Quarterly Report to the MBO by the fifteenth business day following the end of each calendar quarter over the term of this Contract documenting the payments made and the progress towards achievement of the DBE fair share objectives of the Contract. The Quarterly 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 Quarterly Report must reflect all Utilization Plan revisions, final adjusted payments to subcontractors, and all change orders and be marked as "final".

2. The Contractor agrees to submit any other information as may be requested by the MBO or EFC during the term of the Contract as needed to assist EFC for completion of federal reporting to EPA.

F. Other Requirements

1. All contracts shall comply with the contract administration requirements outlined at 40 CFR 33.302.
2. Contractor and Subcontractors shall assist EFC and the Recipient as necessary with complying with the recordkeeping and reporting requirements outlined at 40 CFR Part 33 Subpart E.

SECTION 3 BUILD AMERICA, BUY AMERICA (BABA) ACT AND AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

Applicable to all contracts for DWSRF or CWSRF Treatment Works projects.

I. BABA Requirements

The requirements of this subsection shall not apply to CWSRF or DWSRF Contracts or Subcontracts which have been notified by EFC they are waived pursuant to the Build America, Buy America Act, Pub .L. No. 117-58, section 70914, and 2 CFR Part 184, including, but not limited to, the Adjustment Period Waiver for CWSRF and DWSRF projects that initiated project design planning prior to May 14, 2022. Disregard this subsection if the Contract or Subcontract is eligible for such a waiver, however, note that Subsection II below on AIS Requirements still applies.

If such Contracts or Subcontracts are not eligible for such a waiver, then the DWSRF or CWSRF Contract or Subcontract shall be subject to the Build America, Buy America Act, and the regulations promulgated thereafter (Pub. L. No. 117-58, §§ 70901-70953, and 2 CFR Part 184), which requires, among other things, that no SRF funds “may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

The Contractor shall submit with their bid or proposal documents an executed BABA Contractor's 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, steel, manufactured products, and construction materials used in the project be produced in the United States (“BABA Requirement”) including iron, steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the BABA Requirement,
- (b) all of the iron, steel, manufactured products, and construction materials covered by the BABA Requirement incorporated in the project will be and/or have been produced in the United States in a manner that complies with the BABA 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 BABA 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.

II. AIS Requirements

The requirements of this section apply to (1) all contracts for which Part 1 of this section does not apply, (2) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (3) 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 3](#) 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 incorporated 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 4 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://sam.gov/content/wage-determinations>.

- (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 asset 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 5 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.

In addition, 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 6 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 4](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 7 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

This prohibition is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs (Recipients), are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). EPA funds may not be used to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Contractors and Subcontractors shall not procure or install prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, that are recorded in the System for Award Management exclusion list located at <https://sam.gov/SAM/>.

SECTION 8 CONSTRUCTION SIGNS

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

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

ATTACHMENTS (Required Forms)

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Environmental Facilities Corporation

NYS Environmental Facilities Corporation Disadvantaged Business Enterprise (DBE) 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 obtained from EFC.

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

DBEs on this form may include disadvantaged firms certified by the [New York State Unified Certification Program \(NYSUCP\)](#), and disadvantaged firms certified by the Small Business Administration. In addition, the participation of DBEs will be credited according to the following requirements:

- Contractors cannot count the participation of a DBE who acts as a broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a broker.
- Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a "commercially useful function," according to the following factors:
 - o The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
 - o The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

See the [Mandatory Equivalency 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.

If the Utilization Plan will not meet or exceed the DBE fair share objective, then the good faith effort documentation noted in Section 4 must be submitted with this form.

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project 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	
Is the Prime Firm certified as a DBE? ☐ Yes ☐ No If yes, please include Prime information in Section 3.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:			Email:	
Award Date:	Start Date:	Completion Date:	DBE Fair Share Objective	PROPOSED DBE Participation
Total Contract Amount: \$ DBE Eligible Contract Amount: \$ (DBE Fair Share Objectives are applied to this amount and includes all change orders, amendments, & specialty waivers)			Total: 20% \$	Total: % \$
<i>If fair share objectives are not met, documentation must be attached:</i> ☐ No Participation ☐ Short of the DBE Fair Share Objective				
☐ Specialty Equipment/Services: must be of SIGNIFICANT cost – attach list of cost and type of equipment and good faith effort documentation				

SECTION 3: DBE SUBCONTRACTOR INFORMATION

This Submittal is:			
☐ The First/Original Utilization Plan		☐ Revised Utilization Plan #:	
DBE Subcontractor Information		Contract Amount	For EFC Use:
Business Name:			
Fed. Employer ID#:			
Address:			
Phone #:			
Scope of Work:		Email:	
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA		Start Date:	
☐ Other (indicate entity): _____		Completion Date:	
Business Name:			
Fed. Employer ID#:			
Address:			
Phone #:			
Scope of Work:		Email:	
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA		Start Date:	
☐ Other (indicate entity): _____		Completion Date:	
Business Name:			
Fed. Employer ID#:			
Address:			
Phone #:			
Scope of Work:		Email:	
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA		Start Date:	
☐ Other (indicate entity): _____		Completion Date:	
Business Name:			
Fed. Employer ID#:			
Address:			
Phone #:			
Scope of Work:		Email:	
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA		Start Date:	
☐ Other (indicate entity): _____		Completion Date:	
Business Name:			
Fed. Employer ID#:			
Address:			
Phone #:			
Scope of Work:		Email:	
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA		Start Date:	
☐ Other (indicate entity): _____		Completion Date:	

SECTION 3: DBE SUBCONTRACTOR INFORMATION continued

Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		

SECTION 4: GOOD FAITH EFFORT DOCUMENTATION

Utilization Plans that do not meet the Fair Share Objective must be accompanied by the documentation requested in numbers 1 – 7, as listed below. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in number 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in number 13, as listed below. Please contact the MBO and/or EFC for assistance or to request sample documentation.

Provide the following:

1. A letter of explanation detailing the scope of work, DBE search results, and results of good faith efforts that were made.
2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents.
3. Screenshots of search results (using commodity codes) from [DBE Directories](#) of all certified DBEs that were solicited for purposes of complying with your DBE fair share objective. Each search should be saved as an individual file.
4. [A log of solicitation results](#), consisting of the list of DBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians). The log should show that each firm was contacted twice by two different methods (e.g., email and phone); who was spoken to; what was said; and the final outcome of the solicitation.
5. List of the general circulation, trade association, and DBE oriented publications and dates of publication soliciting for certified DBE participation as a subcontractor/supplier and copies of such solicitations.
6. Description of the negotiations between the contractor and certified DBEs for the purposes of complying with the DBE goals of this contract.
7. Any other information deemed relevant to the request.

EFC and the MBO reserve the right to request additional information and/or documentation.

Documentation for Requests for Specialty Equipment Exclusions:

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no DBE firms could be utilized to provide the equipment.
9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
11. Screenshots of DBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
12. An invoice or executed purchase order showing the value of the equipment.

Documentation for Requests for Specialty Service Exclusions:

13. A letter of explanation containing information about the scope of work and why no DBE firms could be subcontracted to provide that service.

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 DBE subcontractors will participate in subcontracts in accordance with the requirements of 40 CFR Part 33.

Date:

Name (Please Type):

Attachment 2 – BABA Contractor’s Certification

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Environmental Facilities Corporation

BABA CONTRACTOR CERTIFICATION

FOR EQUIVALENCY CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS 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 all iron and steel, manufactured products and construction materials permanently incorporated into the 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 Pub. L. No. 117-58 and any regulations promulgated thereunder. I will develop and maintain the necessary documentation to demonstrate that the applicable 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 – AIS Contractor’s Certification

DRAFT



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: _____

DRAFT



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: _____

RESOLUTION NO. 142.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: March 20, 2025

TO: Mollie Collins – Town Supervisor

FROM: Peter Comenzo – Senior Planner

TITLE OF REQUEST: Acceptance of a Permanent Easements from Hungry Hill Ventures LLC for drainage and access/maintenance at the terminus of Wedgewood Heights.

TOWN BOARD MEETING: March 26, 2025

Background Information: The drainage and turnaround easement areas for the purpose of ingress, egress, street cleaning, snow plowing and maintenance were required as part of Site Plan approval by the Planning Commission on February 4, 2025.

Evaluation/Analysis: Town Board to authorize the Supervisor to execute documents necessary to accept the permanent easement from lands owned by Hungry Hill Ventures, LLC.

Recommendation(s): The Town Board should accept the Permanent Easements, which has been reviewed by the Attorney for the Town.

Attachment/Document(s): Permanent Easement Maps and descriptions.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Attorney for the Town

PERMANENT EASEMENT

This **PERMANENT EASEMENT** made the ____ day of March, 2025, by and between

HUNGRY HILL VENTURES LLC, a New York limited liability company, having an address of 250 Suits Road, Duanesburg, New York 12053, party of the first part, and

TOWN OF ROTTERDAM, a municipal corporation within the County of Schenectady and State of New York, having a mailing address of 1100 Sunrise Boulevard, Schenectady, NY 12306, party of the second part.

WITNESSETH, that the party of the first part, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, and other good and valuable consideration, paid by the party of the second part, the receipt of which is hereby acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE** to the said party of the second part a permanent easement in, under, and along the premises described in **Exhibit(s) A** hereto and depicted in the map(s) attached hereto as **Exhibit(s) B** (hereinafter, the "Easement Area"), for the purposes selected below:

(check as applicable)

- ☐ sanitary sewer mains, pipelines, laterals, pump stations, and/or other sanitary sewer facilities
- ☐ water mains, pipelines, laterals, hydrants, meters, metering station and/or other water facilities
- ☒ storm water pipelines, laterals, catch basins, detention/retention ponds, discharges, and/or other storm water management and drainage facilities
- ☐ pedestrian facilities, including sidewalks, multi-use paths, bike racks, benches, trash/recycling containers, and/or other pedestrian facilities
- ☐ traffic control facilities and structures
- ☒ ingress and egress
- ☐ parking
- ☐ other *(describe)*:

TOGETHER WITH the right to locate, place, build, construct, maintain, use, operate, repair, reconstruct, and protect such above-specified existing or future facilities within such Easement Area, to make required excavations therefor within such Easement Area, to inspect such existing or future facilities within such Easement Area from time to time, and to otherwise enter upon and along said Easement Area for the full and complete reasonable use, occupation, and enjoyment of the permanent easement granted herein, along with all rights and privileges incident thereto.

TO HAVE AND TO HOLD the said permanent easement unto the party of the second part and its successors and assigns forever.

The party of the first part hereby covenants with the party of the second part that it is lawfully seized and possessed of the real property constituting the Easement Area above-described,

and that it has good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument.

The party of the second part hereby covenants that it will promptly restore, as nearly as is reasonably practicable and in a good and workmanlike manner, any portion of the Easement Area as may be disturbed as a result of the exercise by the party of the second part of any rights granted to it hereunder, provided such restoration is not otherwise inconsistent with the rights granted to the party of the second part hereunder.

This Permanent Easement includes and/or is subject to the following additional terms and conditions (*describe, or if none, enter "None"*): *None*

Party of the first part shall not install or construct any structure in the Easement Area. Without limitation of the scope of the term, "structure," such term shall include buildings, garages, sheds, fencing, and below and above-ground swimming pools. The party of the first part shall not plant or cultivate any trees in the Easement Area that are or will grow to be more three or more inches in diameter at breast height (which for the purposes of this provision, shall be deemed to be four feet, six inches above ground level). The party of the second part shall have the right to move or remove any structures, equipment, trees, or other vegetation that may exist within the Easement Area, along with any other obstructions within the Easement Area, to the extent reasonably necessary and appropriate to exercise, from time to time, the rights granted under this Permanent Easement.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Permanent Easement as of the day and year first above written.

Party of the First Part:
HUNGRY HILL VENTURES LLC

Party of the Second Part:
TOWN OF ROTTERDAM

By: _____
Name:
Title:

By: _____
Name: Mollie A. Collins
Title: Town Supervisor

STATE OF NEW YORK)
 :SS
COUNTY OF SCHENECTADY)

On the ____ day of March in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
 :SS
COUNTY OF SCHENECTADY)

On the ____ day of March in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared MOLLIE A COLLINS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Exhibit A

Legal Description

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Rotterdam, County of Schenectady and State of New York, being shown on a plan titled "Lot Combination & Amendment Plan lands n/f Hungry Hill Ventures, LLC, 672 Consaulus Avenue & 1002 Wedgewood Heights", dated April 26, 2024, last revised July 23, 2024, as prepared by ABD Engineers & Surveyors LLP and to be filed in the Schenectady County Clerk's Office and being more particularly bounded and described as follows:

BEGINNING at an iron rod set in the division line between lands N/F Capital District Mechanical, LLC (1873/738) on the west and lands N/F Hungry Hill Ventures, LLC (back deed 2121/693) on the east, said point being the southwest corner of the Wedgewood Heights road boundary terminus; thence from said point of beginning along the southerly terminus of Wedgewood Heights North 72°33'00" East, 31.11 feet to a point therein; thence through the aforementioned lands of Hungry Hill Ventures, LLC the following three (3) courses and distances:

- 1) South 02°05'00" East, 128.09 feet to a point; thence
 - 2) South 72°45'45" West, 29.00 feet to a point; thence
 - 3) South 87°55'00" West, 372.09 feet to a point in the center of the Longate Kill;
- thence along said centerline North 18°11'03" East, 31.98 feet to a point in the division line between other lands of the aforementioned Capital District Mechanical, LLC on the north and the aforementioned lands of Hungry Hill Ventures, LLC on the south; thence along said division line, along the southerly terminus of Taunton Street and the first aforementioned lands of Capital District Mechanical, LLC the following two (2) courses and distances:
- 1) North 87°55'00" East, 359.01 feet to a point; thence
 - 2) North 02°05'00" West, 97.43 feet to the point and place of beginning and containing 14,777 square feet of land more or less.

Exhibit B

DRAFT

PERMANENT EASEMENT

This **PERMANENT EASEMENT** made the ____ day of March, 2025, by and between:

HUNGRY HILL VENTURES LLC, a New York limited liability company, having an address of 250 Suits Road, Duanesburg, New York 12053, party of the first part, and

TOWN OF ROTTERDAM, a municipal corporation within the County of Schenectady and State of New York, having a mailing address of 1100 Sunrise Boulevard, Schenectady, NY 12306, party of the second part.

WITNESSETH, that the party of the first part, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, and other good and valuable consideration, paid by the party of the second part, the receipt of which is hereby acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE** to the said party of the second part a permanent easement in, under, and along the premises described in **Exhibit(s) A** hereto and depicted in the map(s) attached hereto as **Exhibit(s) B** (hereinafter, the "Easement Area"), for the purposes selected below:

(check as applicable)

- ☐ sanitary sewer mains, pipelines, laterals, pump stations, and/or other sanitary sewer facilities
- ☐ water mains, pipelines, laterals, hydrants, meters, metering station and/or other water facilities
- ☐ storm water pipelines, laterals, catch basins, detention/retention ponds, discharges, and/or other storm water management and drainage facilities
- ☐ pedestrian facilities, including sidewalks, multi-use paths, bike racks, benches, trash/recycling containers, and/or other pedestrian facilities
- ☐ traffic control facilities and structures
- ☐ ingress and egress
- ☐ parking
- ☒ other (*describe*): turnaround through and across the Easement Area for the purpose of ingress, egress, street cleaning and snow plowing and maintenance.

TOGETHER WITH the right to locate, place, build, construct, maintain, use, operate, repair, reconstruct, and protect such above-specified existing or future facilities within such Easement Area, to make required excavations therefor within such Easement Area, to inspect such existing or future facilities within such Easement Area from time to time, and to otherwise enter upon and along said Easement Area for the full and complete reasonable use, occupation, and enjoyment of the permanent easement granted herein, along with all rights and privileges incident thereto.

TO HAVE AND TO HOLD the said permanent easement unto the party of the second part and its successors and assigns forever.

The party of the first part hereby covenants with the party of the second part that it is lawfully seized and possessed of the real property constituting the Easement Area above-described,

and that it has good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument.

The party of the second part hereby covenants that it will promptly restore, as nearly as is reasonably practicable and in a good and workmanlike manner, any portion of the Easement Area as may be disturbed as a result of the exercise by the party of the second part of any rights granted to it hereunder, provided such restoration is not otherwise inconsistent with the rights granted to the party of the second part hereunder.

This Permanent Easement includes and/or is subject to the following additional terms and conditions (*describe, or if none, enter "None"*):

Party of the first part shall not install or construct any structure in the Easement Area. Without limitation of the scope of the term, "structure," such term shall include buildings, garages, sheds, fencing, and below and above-ground swimming pools. The party of the first part shall not plant or cultivate any trees in the Easement Area that are or will grow to be more three or more inches in diameter at breast height (which for the purposes of this provision, shall be deemed to be four feet, six inches above ground level). The party of the second part shall have the right to move or remove any structures, equipment, trees, or other vegetation that may exist within the Easement Area, along with any other obstructions within the Easement Area, to the extent reasonably necessary and appropriate to exercise, from time to time, the rights granted under this Permanent Easement.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Permanent Easement as of the day and year first above written.

Party of the First Part:
HUNGRY HILL VENTURES LLC

Party of the Second Part:
TOWN OF ROTTERDAM

By: _____
Name:
Title:

By: _____
Name: Mollie A. Collins
Title: Town Supervisor

STATE OF NEW YORK)
 :SS
COUNTY OF SCHENECTADY)

On the ____ day of March in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
 :SS
COUNTY OF SCHENECTADY)

On the ____ day of March in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared MOLLIE A COLLINS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

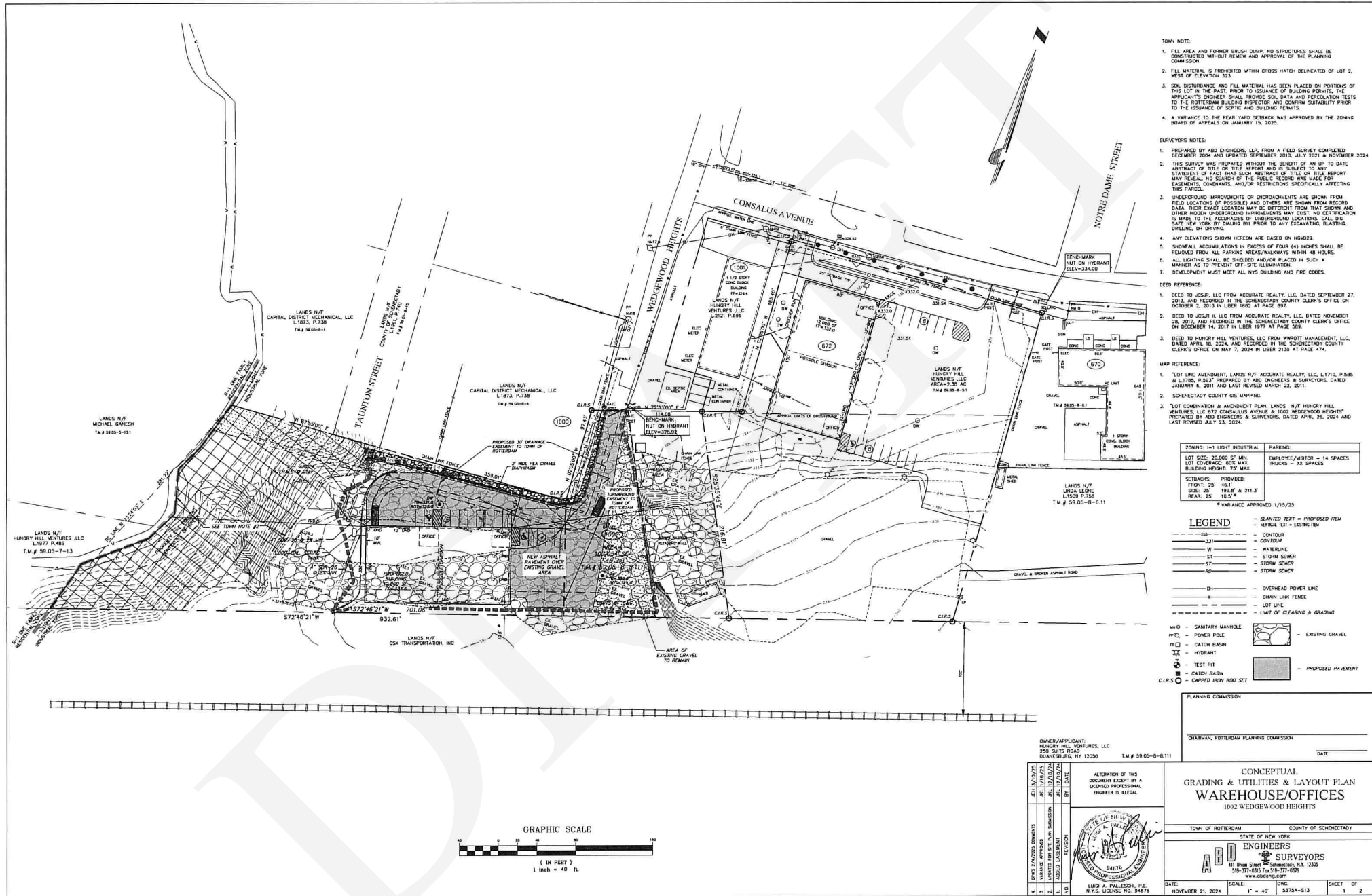
Exhibit A

Legal Description

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Rotterdam, County of Schenectady and State of New York, being shown on a plan titled "Lot Combination & Amendment Plan lands n/f Hungry Hill Ventures, LLC, 672 Consaulus Avenue & 1002 Wedgewood Heights", dated April 26, 2024, last revised July 23, 2024, as prepared by ABD Engineers & Surveyors LLP and to be filed in the Schenectady County Clerk's Office and being more particularly bounded and described as follows:
BEGINNING at an iron rod set in the division line between lands N/F Capital District Mechanical, LLC (1873/738) on the west and lands N/F Hungry Hill Ventures, LLC (back deed 2121/693) on the east, said point being the southwest corner of the Wedgewood Heights road boundary terminus; thence from said point of beginning along the southerly terminus of Wedgewood Heights North 72°33'00" East, 37.57 feet to a point therein; thence through the aforementioned lands of Hungry Hill Ventures, LLC South 25°38'26" East, 216.54 feet to a point in the division line between lands now or formerly of CSX Transportation, Inc. on the south and the aforementioned lands of Hungry Hill Ventures, LLC on the north; thence along said division line South 72°46'21" West, 94.70 feet to a point therein; thence through the aforementioned lands of Hungry Hill Ventures, LLC North 17°13'39" West, 120.02 feet to a point in the division line between the aforementioned lands of Capital District Mechanical, LLC on the west and the aforementioned lands of Hungry Hill Ventures, LLC on the east; thence along said division line North 02°05'00" West, 97.43 feet to the point and place of beginning and containing 15,689 square feet of land more or less.

Exhibit B

DRAFT



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

ORDER 1.25

PRESENT:

Supervisor

Councilman

Councilman

Councilman

Councilman

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

ORDER CALLING
PUBLIC HEARING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. This Order shall take effect immediately.

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

DATED: March 26, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

CERTIFICATION

[illegible]

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

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

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

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

Town Clerk

(CORPORATE
SEAL)

AFFIDAVIT OF POSTING

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

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

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

Town Clerk

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

Notary Public

Exhibit A

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

EXHIBIT A

DESCRIPTION

PROPOSED WATER DISTRICT #5 EXTENSION #28

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

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

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

Dated: Schenectady, New York

March 26, 2025

/s/Diane M. Marco

Town Clerk

[ATTACH FULL ORDER HERE FOR PUBLICATION]

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: March 20, 2025
TO: Mollie Collins, Town Supervisor
FROM: Peter Comenzo, Senior Planner
TITLE OF REQUEST: Extension Request Water District #5, Extension #28
TOWN BOARD MEETING: March 26, 2025

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

Evaluation/Analysis: The property is not fully within the water district and therefore a water district extension will be needed. The existing water line within Duanesburg Road is a 12" D.I.P. As discovered from Town records, the existing water mains along Duanesburg Road are dead ends and the proposal is to extend the existing water main and provide a looped system. The proposed design is to extend the main with a 12" D.I.P that will *ABD Engineers & Surveyors, LLP 4 880 & 900 Duanesburg Rd Water Ext. 5657A- MPR REV#1 Rotterdam, NY* provide a looped system. The existing and extended main will be within the R.O.W and owned and operated by the Town of Rotterdam. No easements are necessary.

Recommendation(s): Call for a public hearing to be held on April 23, 2025.

Attachment/Document(s): Map Plan & Report ABD Engineers last revised 3/20/25
SEQR Negative Declaration included in MPR

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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

For:

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

Prepared For:

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

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

Project No. 5657A



Prepared By:

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

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

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

ITEM

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

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

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

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

Project Location and Description

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

General Site Development

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

Water Distribution System

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

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

Water Demand, Supply and Use

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

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

Fire Protection

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



Test #1



Test #2

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

Design for Sanitary Sewers

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

Ownership & Financing

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

**EXHIBIT 1
SITE LOCATION MAP**

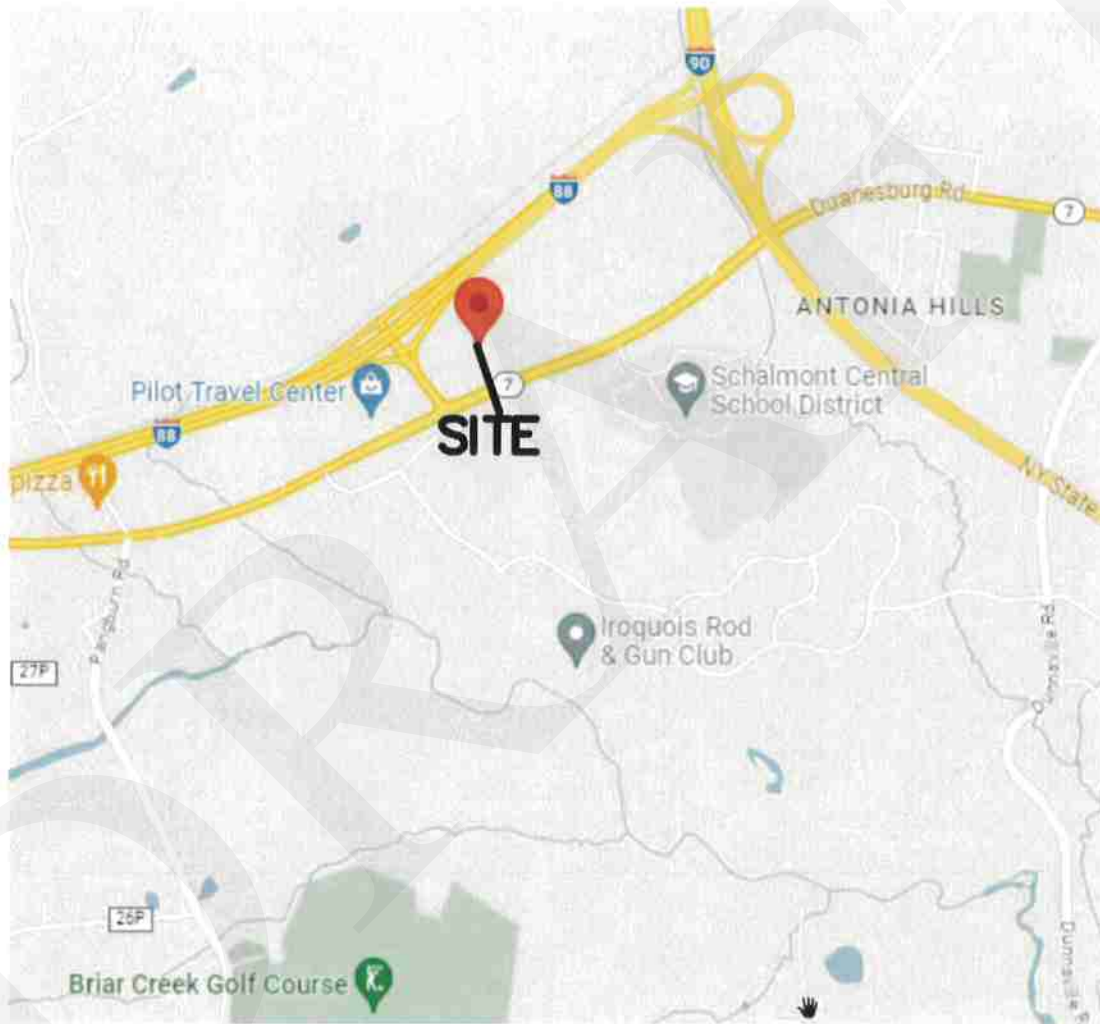


EXHIBIT 2
EXISTING WATER DISTRICT #5 BOUNDARY MAP

EXHIBIT 3
PROPOSED WATER DISTRICT #5 BOUNDARY MAP

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

DESCRIPTION

PROPOSED WATER DISTRICT #5 EXTENSION #28

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

APPENDIX A
SITE UTILITIES AND GRADING PLANS REDUCED 11 1



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

*CROSS CHECKED FROM 8-1 TO 8-2
GRANTED BY TUNE (HARRIS)

MAP ENTITLED "ALTA/NOVA LAND TITLE SURVEY LINES TO BE CONVEYED TO GOVERNMENT DEVELOPMENT PARTNERS V, LLC STREET NO. 5 880 AND 880 DUNSMUIR ROAD" PREPARED BY ABE ENGINEERS & SURVEYORS, L.L.C. DATED JANUARY 18, 2024, LAST REVISED JANUARY 29, 2024.

ALTERATION OF THIS DOCUMENT EXCEPT BY A LICENSED PROFESSIONAL ENGINEER IS ILLEGAL.



L. A. VALENZUELA, P.E.
S.E.A. LICENSE NO. 10000

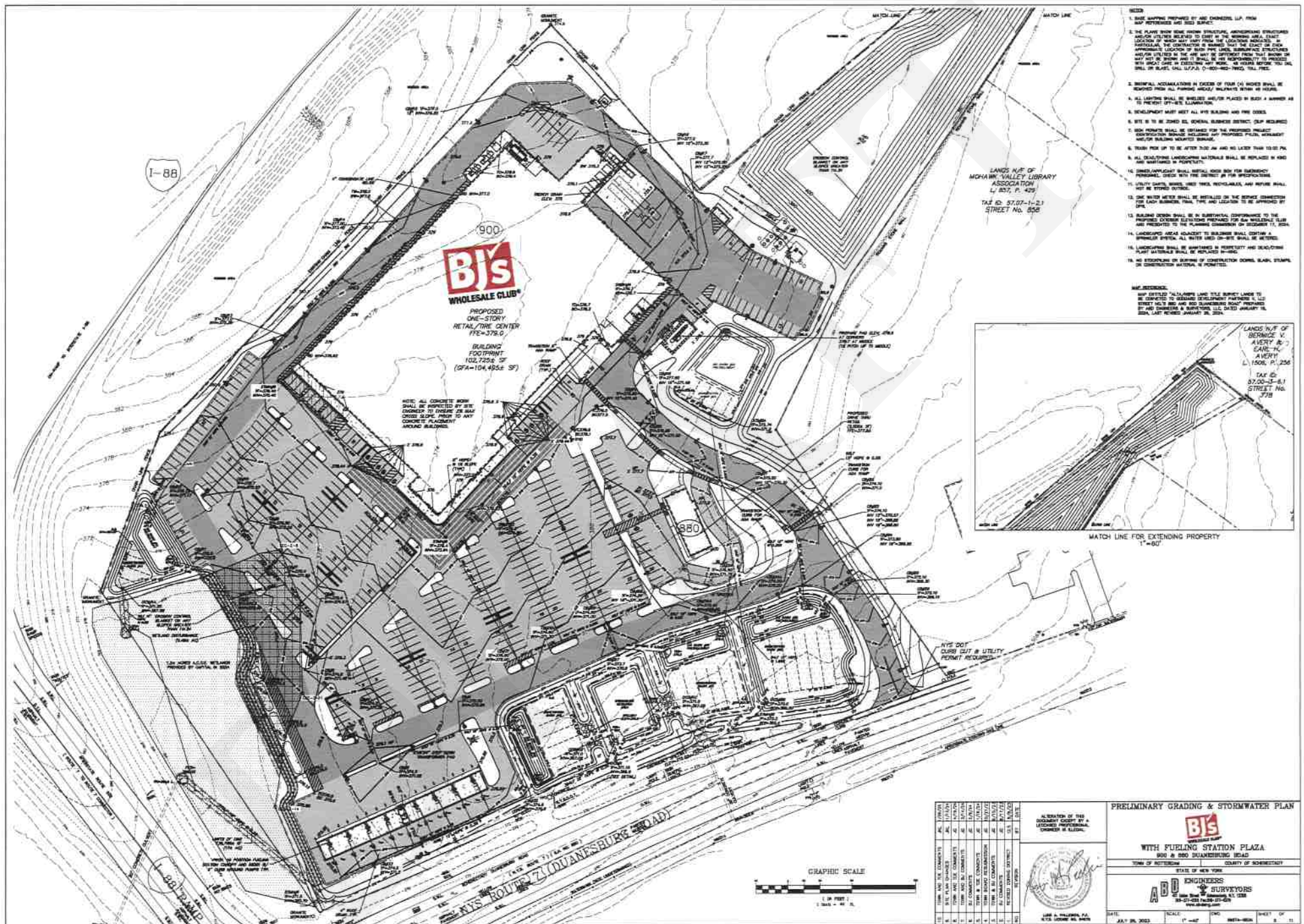


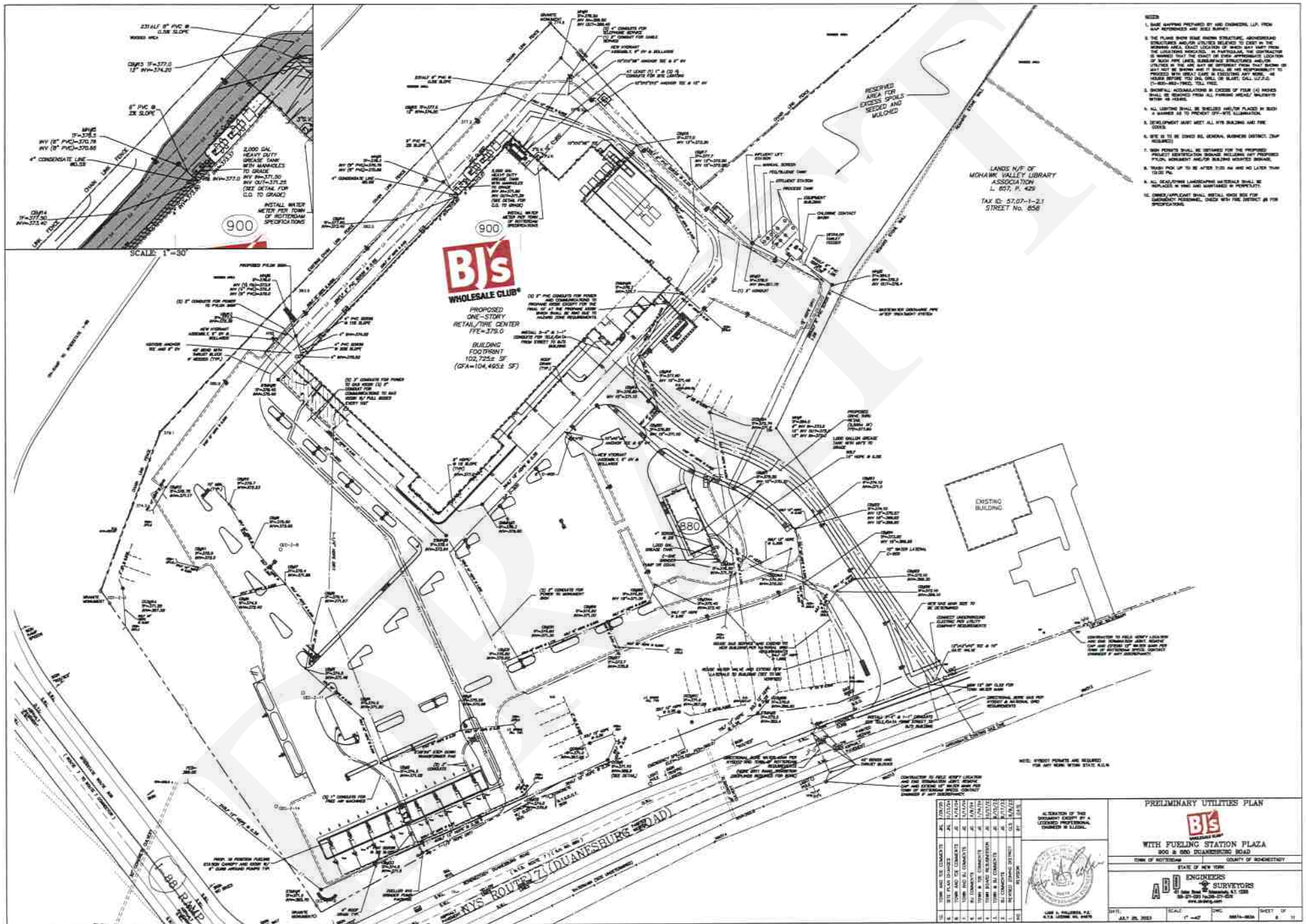
WITH FUELING STATION PLAZA

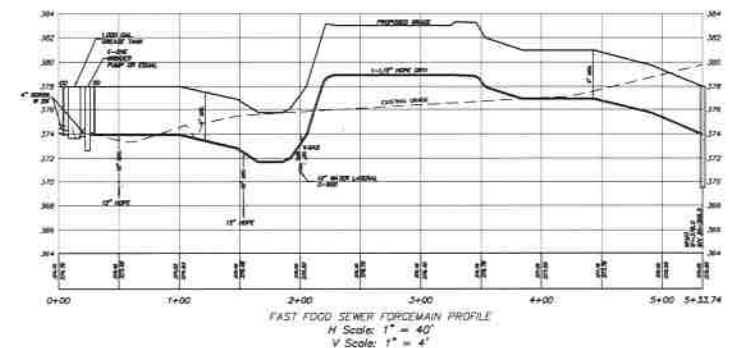
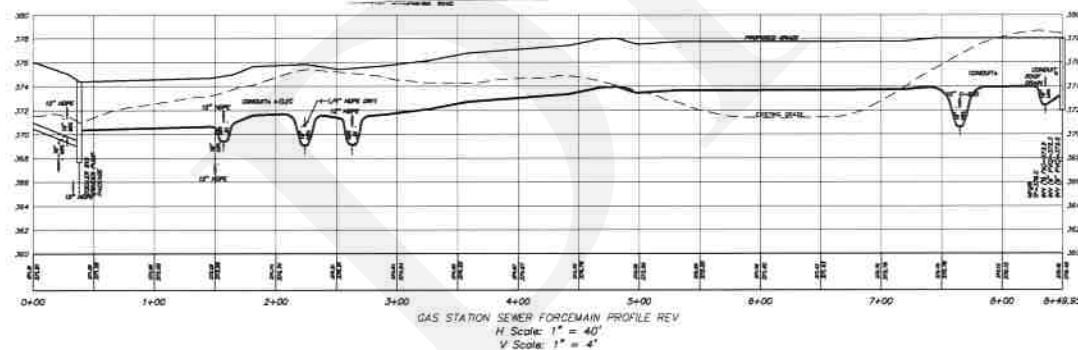
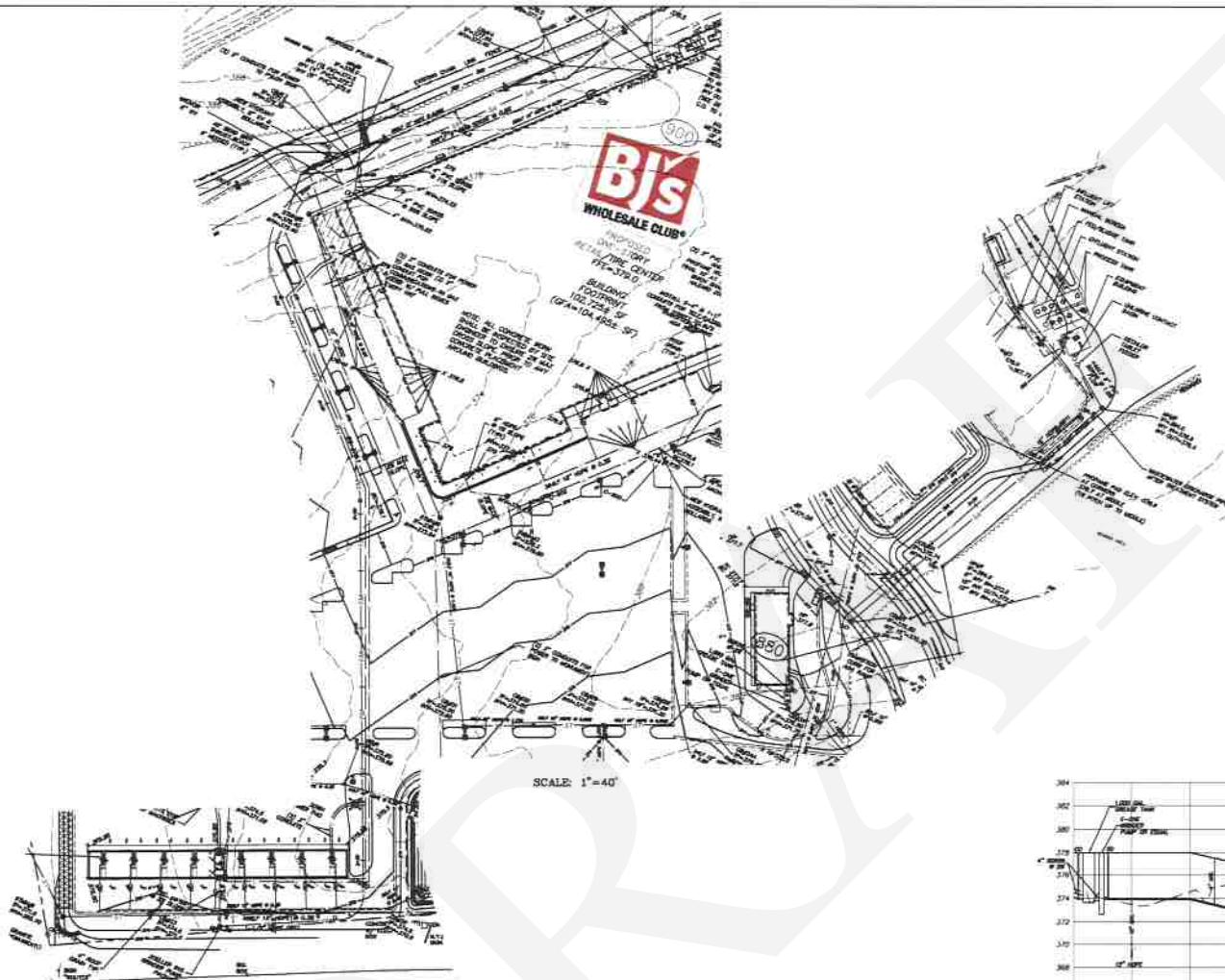
TOWN OF ROTTERDAM	COUNTY OF ROSEN
STATE OF NEW YORK	

A R U SURVIVORS

Year	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
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APPENDIX B
TELGIAN WATER FLOW ANAL SIS REPORT

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

To Whom This May Concern:

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

SUMMARY OF RESULTS (CONCLUSION C1 - AS DESIGNED)

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

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

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

Assumptions:

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

Information Gathered:

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

LOCATIONS WORLDWIDE

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

WATER SUPPLY SITE SURVEY REPORT

BJs Wholesale Club

Rotterdam, NY

TEST DATE: 12/20/23

UPDATED TEST DATE: 02/09/24

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

The Site:

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

The Public System:

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

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

Water Flow Test Data:

The following summarizes the hydrant flow test results:

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

WATER SUPPLY SITE SURVEY REPORT

BJs Wholesale Club
Rotterdam, NY

TEST DATE: 12/20/23
UPDATED TEST DATE: 02/09/24

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

Additional Comments:

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

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

Conclusions:

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

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

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

Sincerely,

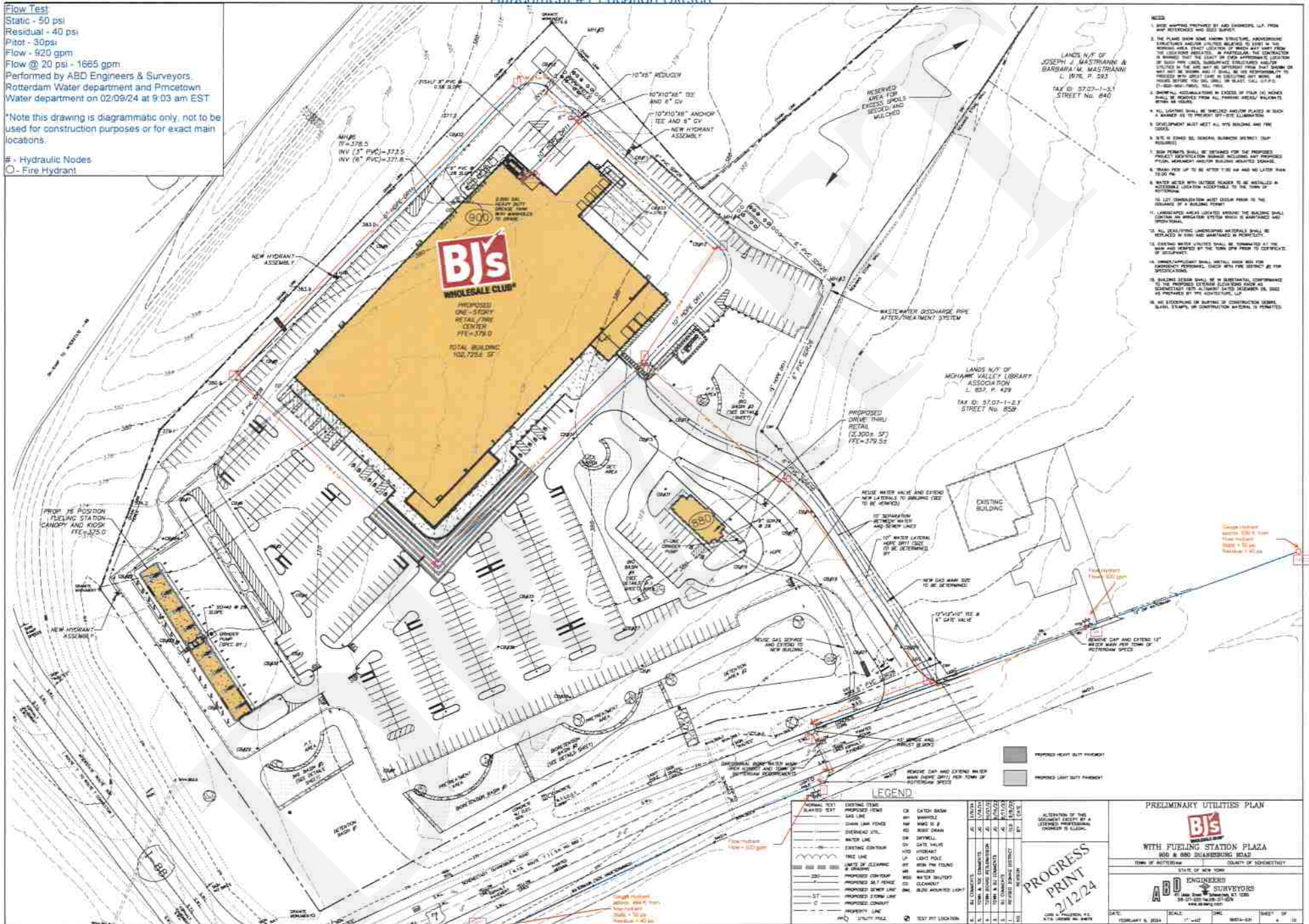
Pamela Reno
Regional Practice Leader
preno@telgian.com
Phone: 480-521-6159

ATTACHMENTS:

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

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

- Hydraulic Nodes
○ - Fire Hydrant



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

Static(psi): _____

Gauge Hydt. Location: _____

Flow Hydt. Location: _____

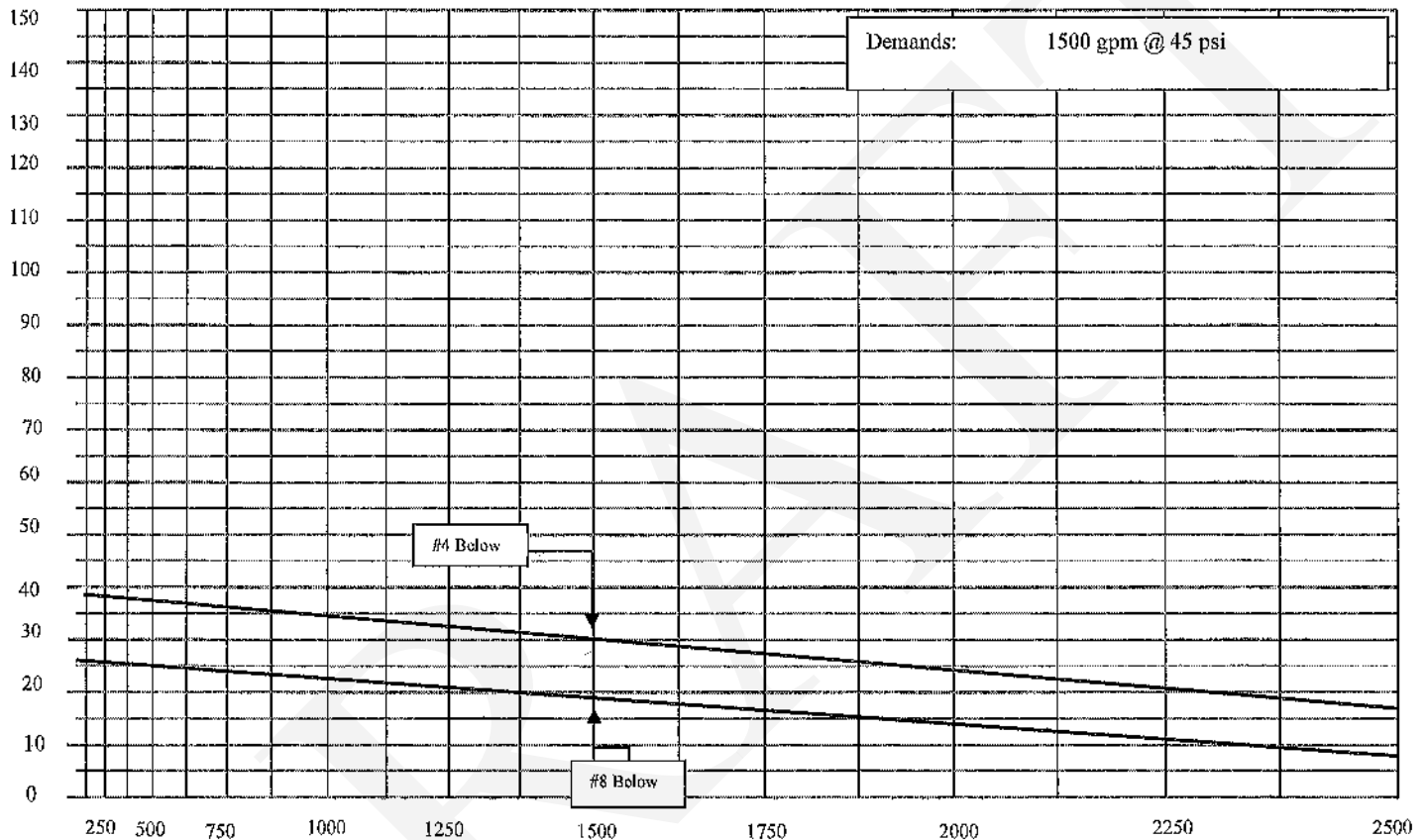
Test By: Luigi Palleschi-ABD Engineers & Surveyors Date: 02/09/2024 Time: 9:03 am ESTBackflow Prevention: Size: 8-inchType: Double CheckMfg: AmesModel: 2000SS

m): _____ Disch. Coeff: _____

Elev. _____

Outlet: _____

Please see report for the details of this flow test

**Calculations (GPM):**

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

Telgian Engineering & Consulting

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

JOB TITLE: BJS Rotterdam NY WSS

NFPA WATER SUPPLY DATA

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

AGGREGATE FLOW ANALYSIS:

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

NODE ANALYSIS DATA

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

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

NFPA PIPE DATA 5

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

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

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

NOTES (HASS):

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

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

(6) PIPE FITTINGS TABLE

HASS Pipe Table Name: standard

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

Attachment #3

FIRE FLOW CALCULATION FOR:

PROJECT: 5657 - 900 Duanesburg Road

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

BY: Town of Rotterdam

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

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

Q_F = TEST FLOW (GPM)

Q_R = FLOW AVAILABLE AT STANDARD RESIDUAL PRESSURE (GPM)

h_r = PRESSURE DROP TO STANDARD RESIDUAL PRESSURE (PSI)

h_t = PRESSURE DROP DURING TEST

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

h_r =	30	PSI
h_t =	10	PSI

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

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



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

FIRE FLOW CALCULATION FOR:

PROJECT: 5657 - 900 Duanesburg Road

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

BY: Town of Rotterdam

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

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

Q_F = TEST FLOW (GPM)

Q_R = FLOW AVAILABLE AT STANDARD RESIDUAL PRESSURE (GPM)

h_r = PRESSURE DROP TO STANDARD RESIDUAL PRESSURE (PSI)

h_f = PRESSURE DROP DURING TEST

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

h_r =	30	PSI
h_f =	10	PSI

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

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

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



APPENDIX C
SEQR DOCUMENTS

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

Date: December 11, 2024

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

SEQRA Status:

Type I	☒
Type II	☐
Unlisted	☐

Conditioned Negative Declaration:

Yes	☐
No	☒

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

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

Location: 880 & 900 Duaneburg Road

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

Involved/Interested Agencies:

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

Reasons for Determination of Non-Significance:

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

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

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

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

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

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

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

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

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

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

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

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

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

Project History

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

Findings, Basis, and Rationale for Decision

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

Impact on Land

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

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

Impact in Geological Features

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

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

Impacts on Surface Water

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

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

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

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

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

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

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

Impact on Groundwater

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

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

Impact on Flooding

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

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

Impacts on Air

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

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

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

Impact on Plants and Animals

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

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

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

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

Impacts on Agricultural Resources

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

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

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

Impacts on Aesthetic Resources

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

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

Impact on Historic and Archeological Resources

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

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

Impact on Open Space and Recreation

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

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

Impact on Critical Environmental Areas

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

Impact on Transportation

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

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

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

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

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

Impact on Energy

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

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

Impact on Noise, Odor and Light

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

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

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

Impact on Human Health

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

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

Consistency with Community Plans

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

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

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

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

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

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

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

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

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

Consistency with Community Character

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

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

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

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

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

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

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

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

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

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

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

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


Mollie Collins
Town Supervisor

For further information contact: Peter J. Comenzo
Town of Rotterdam Senior Planner
John F. Kirvin Government Center
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(518) 355-7575 x-338

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

APPENDIX D
ENGINEER'S COST ESTIMATE

WATER DISTRICT
WATER DISTRIBUTION SYSTEM
CONSTRUCTION COST ESTIMATE

FOR

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

Item	Quantity	Unit Cost	Cost ()
1 DIP (installed, all depths)	420 LF	150 LF	63,
1 x1 TEE	1 EA	1 , EA	1 ,
1 Gate alves	1 EA	, EA	,
1 Gate alves	1 EA	, EA	,
Directional Bore	Lump Sum		1 ,
Inspection, testing and chlorination	Lump Sum		5,
2 Contingency			18,500
Legal Costs			1,
TOTAL ESTIMATE			112,000