

SPECIAL MEETING OF THE ROTTERDAM TOWN BOARD

October 2, 2024

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

378.24 Presentation by the Town Clerk of the 2025 Tentative Budget to the Town Board. Pg. 3

379.24 To appoint Ashley Vealey to the position of Deputy Court Clerk. Pg. 5

380.24 To negotiate and execute an agreement with GPI for construction administration services for the Rotterdam Senior Center Generator Project. Pg. 11

381.24 To authorize the purchase of one brush truck for the Highway Department. Pg. 17

382.24 To Amend Resolution 296.21 relating to the use of ARPA funds. Pg. 35

383.24 To authorize an agreement with FCM Engineering PLLC for professional engineering construction support and observation services for the Rotterdam Senior Center Parking Lot Improvements. Pg. 43

384.24 To negotiate and execute Amendment No. 1 to an existing agreement with KB Engineering & Architecture P.C./ Prime AE for professional engineering services related to the Sewage Pump Station Supervisory Control and Data Acquisition (SCADA) Improvements. Pg. 47

385.24 To schedule budget workshop sessions for the 2025 tentative budget.

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

RESOLUTION NO. 378.24

**PRESENTATION BY THE TOWN CLERK OF THE 2025 TENTATIVE BUDGET TO
THE TOWN BOARD**

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 recognizes the presentation by the Town Clerk of the 2025 Tentative Budget to the Town Board at this Special Meeting on October 2, 2024.

SECTION 2. This resolution shall become effective October 2, 2024.

DATED: October 2, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

9/30/2024

The 2025 Tentative Budget for the Town of Rotterdam can be found on the home page of www.rotterdamny.org under "Budget", and also at the Town Clerks office during normal business hours.

RESOLUTION NO. 379.24

TO APPOINT ASHLEY VEALEY TO THE POSITION OF DEPUTY COURT CLERK

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Ashley Vealey, of Rotterdam, New York 12306, is hereby appointed to the position of Deputy Court Clerk, provisionally, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-three thousand three hundred twenty-five and 34/100 (\$43,325.34) dollars, commencing October 15, 2024.

SECTION 2. This resolution shall become effective October 2, 2024.

DATED: October 2, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DATE: September 24, 2024

TO: Supervisor Mollie Collins

FROM: Hon. Kenneth P. Litz and Hon. James A. Bradshaw

TITLE OF REQUEST: Hiring of Deputy Court Clerk

TOWN BOARD MEETING: October 9, 2024

Background Information: The Justice Department has had the benefit of five full time clerks for many years. We have found that having five full- time clerks would be the minimum number of clerks necessary to efficiently handle the workload that the Justice Department deals with on a daily basis.

Evaluation/Analysis: To hire one new employee to the position of Deputy Court Clerk. We would be moving forward with five clerks.

Recommendation(s): The Board grant the foregoing request in order to provide the Justice Department with the adequate staffing necessary for the day-to-day operations of the Justice Department.

Attachment/Documents(s): Civil Service Application for the applicant.

Compliance with Purchasing Policy: Not Applicable

Effect(s) on Existing Law(s): Not Applicable

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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



Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT.
USE ONLY

POSITION TITLE _____

EXAM NUMBER _____

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

2. Name and Legal Residence

Last Name: Vealey First Name: Ashley Middle Initial: K

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

County: Schenectady City, Town, Village: NY State: 12306 Zip: _____

Home Phone Number: _____ Cell Phone: _____

Email Address: _____

If mailing address is different:

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

County: _____ City, Town, Village: _____ State: _____ Zip: _____

Social Security Number: _____

3. Police Officer & Firefighter Candidates Only:

Date of Birth (MM/DD/YYYY) _____

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

	Name	Years	Months
State of:	<u>New York</u>		
County of:			
Village of:			
Town of:	<u>Rotterdam</u>		
City of:	<u>Schenectady</u>		
School District:			

5. Citizenship

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

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

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

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

Religious ☐ Military ☐ Disability ☐

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

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

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

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

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

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

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

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

REMARKS:

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

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

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

High School

Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma? YES ☒ NO ☐

If Yes, Name and Location of High School or Issuing Government Authority:

Schalmont High School

Equivalency Diploma Number:

College, University, Professional or Technical School

Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate?		Date Degree Expected or Received
				Yes	No	

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

Length of Employment	Firm Name:	Cumberland Farms
From:	Firm Address:	511 Duaneburg Rd Schenectady, NY 12306
To:	Description of Duties:	To clean and maintain store in a timely and organized manner. Prepare food and coffee regularly for customer flow. Count and fill safes, cash handling. Prep paperwork from previous day. Greet customers. Fill and stock shelves.
Employment Details		
Your Exact Title	Customer Service Asso.	
Name of Your Supervisor	Jill Russell	
Supervisor's Title	Manager	
Hours worked / wk (exclusive of overtime)	37	
Reason for Leaving		

Length of Employment	Firm Name:	Albany Medical Center 12208
From:	Firm Address:	43 New Scotland Ave Albany, NY 12210
To:	Description of Duties:	To schedule MRI, CT, Ultra Sounds and Xrays. Prepare 24 and 72 hour paperwork. Assist in all protocols for patients with devices for MRI. Print, scan, fax all patient records into database using company systems. Record all financial transactions. Communicate daily with all technologists.
Employment Details		
Your Exact Title	ASA IV Scheduler	
Name of Your Supervisor	Casandra Santana	
Supervisor's Title		
Hours worked / wk (exclusive of overtime)	80	
Reason for Leaving	Had baby, no other care taker	

Length of Employment	Firm Name:	Brinks
From:	Firm Address:	
To:	Description of Duties:	Pack and ship ATM change orders. Count and verify all deposits. Pack and ship orders to Federal Reserve to be changed out. Sell change orders to other companies which include Loomis and Dunbar to be sent out to their proper locations. Stock and count all monies to their proper bank Vault.
Employment Details		
Your Exact Title		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		40
Reason for Leaving		Better job offer

Length of Employment	Firm Name:	
From:	Firm Address:	
To:	Description of Duties:	
Employment Details		
Your Exact Title		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		

THIS AFFIRMATION MUST BE COMPLETED

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

Ashley K. Vealey
Signature of Applicant

Ashley K. Vealey
Print Name

8/7/24
Date

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

RESOLUTION NO. 380.24

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GPI FOR
CONSTRUCTION ADMINISTRATION SERVICES FOR THE ROTTERDAM SENIOR
CENTER GENERATOR PROJECT**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Greenman-Pedersen Inc. (GPI), located at 80 Wolf Road, Suite 600, Albany, New York 12205, for Construction Administration Services for the Rotterdam Senior Center Generator Project, in the total amount not to exceed ten thousand and 00/100 (\$10,000.00).

SECTION 2. This resolution shall become effective October 2, 2024

DATED: October 2, 2024

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: September 20, 2024

TO: Town Board

FROM: Fred Mastroianni, P.E., Lloyd Denny, Jr. RA

TITLE OF REQUEST: To authorize the Supervisor to approve a Supplemental Agreement with GPI to provide construction administration services for the installation of a generator of the Rotterdam Senior Center.

TOWN BOARD MEETING: September 27, 2024

Background Information: GPI provided design services for installation of a Generator at the Senior Center. Their agreement did not include providing construction administration services that includes assisting the town through the bidding and construction, which includes responding the request for information, issuing addendums if needed, review shop drawings, provide as needed inspections, preparing a final punch list and preparing as-built plans.

Evaluation/Analysis: The total cost of a not-to-exceed amount of \$10,000 appears to be reasonable for the level of effort needed to perform the supplemental scope of work.

Recommendation(s): I recommend that the Town Board approve the cost for providing engineering services for not - to-exceed amount of \$10,000.00.

Attachment/Document(s): See proposal from GPI.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

August 29, 2024

Revision No. 1 – September 16, 2024

Via Email

Mr. Lloyd Denny Jr. RA, CEO
Building Inspector/ Code Enforcement
Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York 12306

**Re: Proposal for Construction Administration Services
Rotterdam Senior Center Generator Project
2639 Hamburg Street,
Rotterdam, NY 12303**

Dear Mr. Denny:

Thank you for the opportunity to provide you a proposal for the construction administration services for the Rotterdam Senior Center Generator project. Below is our proposed scope of services:

Scope of Work

1. BIDDING

- a. Provide responses to contractor's RFI's and issue addendums as required.
- b. Attend Pre-Bid walk thru with contractors.
- c. Review bids.

2. CONSTRUCTION

- a. Attend construction Kick off meeting with Contractors.
- b. Review equipment shop drawings.
- c. Provide rough-in inspections of each trade work and provide punch list detailing any deficiencies.
- d. Provide final punch list inspection and provide documentation detailing any installation deficiencies.
- e. Review contractor's close out submittals.
- f. Prepare as built drawings from contractor's field mark-ups.

Fee Schedule

GPI proposes to perform the above scope of work for an hourly not to exceed fee of \$10,000.

GPI appreciates the opportunity to present this proposal. To proceed, please sign below and return a copy of this Agreement. Work will commence upon the receipt of the signed agreement. Your signature indicates your understanding and acceptance of the enclosed Terms and Conditions. If you have any questions or need further clarification, please don't hesitate to contact GPI.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Sincerely,
GPI/Greenman-Pedersen, Inc.



Curt Benedetto Jr, PE
Vice President

Client Authorization

Signature

Date

Print Name

Professional Services Terms and Conditions

1. **Time for Acceptance:** This agreement is void if not signed and returned to GPI within 90 days of the date of the agreement.
2. **Time for Rendering Services:** GPI will perform the services described in these documents ("the Services") following a mutually agreeable schedule consistent with sound professional practices. GPI agrees to use reasonable efforts to commence the Services on the date specific in the Agreement or contained in the agreed upon schedule and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI's control or other excused delays, then GPI shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI due to such delay.
3. **Information Provided:** Before GPI commences the Services, the Client shall provide GPI, in writing all necessary information to permit its proper performance of the Services. GPI shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI shall not be responsible for any locations, dimensions, depths, elevations, or a similar metric which are provided by the Client in error.
4. **Additional Services:** Services not expressly included in these documents are defined as additional services and will not be performed until approved and authorized in writing by the Client.
5. **Change Orders:** If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI. GPI shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.
6. **Hourly Rate Schedule (Not applicable to Lump Sum Fees):** Services provided on an hourly basis will be invoiced at GPI's prevailing hourly rates. Prevailing hourly rate changes occurring during the contract period will be applicable as of the effective date of rate change. Hourly rates are subject to change the first of January and July.
7. **Payment for Services:** Services will be invoiced monthly based on work accomplished. Payment for Services rendered is due upon receipt of GPI's invoice. Invoice payments not received within 30 days from the date of the invoice are past due and subject to a service charge equal to 1.5% per month (18% per annum). If payment is not received within 60 days of invoice, GPI has the unilateral right to discontinue work on the project and terminate this Agreement with no legal recourse by the Client. The Client will be liable for all costs of collection, including, but not limited to, court costs, filing fees, service fees, reasonable attorneys' fees, and staff time at our prevailing hourly rates should a default in payment occur.
8. **Reimbursable Expenses:** Reimbursable expenses will be billed to the Client with no mark-up. Reimbursable expenses include the cost of travel, reproductions, deliveries, postage, photographs, and handling of drawings, specifications, reports, or other project related material.
9. **Permits and Licenses:** Client shall timely, so as to not delay the Services, secure and pay for all easements, permits and licenses required by law, and shall give all notices required thereunder.
10. **Standard of Practice and Care:** Services performed by GPI will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.
11. **Site Access:** Client will provide the necessary access and right of entry for GPI to enter and inspect all locations of the Project Site and to all offsite locations as necessary in order to allow GPI to perform its Services. GPI is not obligated to provide scaffolding or personnel hoists in order to perform the Services. The client understands that use of testing or other equipment may unavoidably cause some damage, GPI will take precautions to minimize damage due to these activities but shall not be held responsible for the restoration of any resulting damage.
12. **Limitation of Liability:** NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. IN NO EVENT SHALL GPI'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AMOUNT OF AVAILABLE INSURANCE OR GPI'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS LESS.
13. **Interpretation of Building Codes:** GPI endeavors to produce documents in accordance with applicable codes and ordinances. It is understood and agreed, however, that code compliance issues are open to subjective interpretation by code enforcement agencies. GPI will not have the responsibility or liability for adverse code rulings where such rulings are due to subjective or unpredictable interpretation or application by code enforcement agencies or officials. GPI will advise the client of such rulings should they occur during the project design or construction phases. Additional engineering design associated with such rulings will be considered additional services, and are subject to additional fees. See "Additional Services" No. 4 in this document.

- 14. Field Observation Services:** Field observation services performed by GPI pursuant to this contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI or its Engineers to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance with respect to the performance of Client's Contractors. GPI does not assume responsibility for the means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI is only responsible for the health and safety of its own employees.
- 15. Existing Systems:** The project design may require that GPI determine existing conditions. GPI will review documents provided by the Client and make visual observations at the site to determine these conditions. Through subsequent detailed site investigations or construction operations, existing conditions may be found to vary from these findings. Such variances may necessitate Scope of Services and fee revisions. The Client hereby agrees that GPI will be compensated for additional design services and will not be held responsible for additional construction costs or damages arising from such variances.
- 16. Hidden Conditions and Hazardous Materials:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If GPI has reason to believe that such a condition may exist, GPI shall notify the client who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) GPI has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and GPI shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, GPI shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.
- 17. Buried Utilities:** GPI and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by GPI or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The client recognizes that the research may not identify all underground improvements and that the information upon which GPI relies may contain errors or may not be complete. The client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against GPI and anyone for whom GPI may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by GPI.
- 18. Ownership of Documents:** All documents created, prepared, or furnished by GPI pursuant to the Agreement, including plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files (collectively "Design Materials"), are instruments of GPI, and GPI shall retain an ownership and property interest therein, including copyrights. Upon payment in accordance with the Agreement, GPI grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI's express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify and hold GPI harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI or its insignia or seal in any manner without GPI's express written consent.
- 19. Project Suspension or Termination:** If the project is suspended for more than 90 days, abandoned in part or terminated, the Client will pay GPI for services performed and reimbursable expenses incurred up to and including the effective date of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.
- 20. Subconsultants:** GPI may use the services of subconsultants when, in GPI's sole opinion; it is appropriate and customary to do so.
- 21. Severability:** If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.
- 22. Governing Law:** This Agreement shall be construed and governed in accordance with the laws in the state in which the Project is located.
- 23. Merger and Counterparts:** This Agreement may be executed in counterparts and exchanged by facsimile, email or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full and exclusive understanding of the parties and shall supersede any prior agreement between the parties.

- 24. Claims and Disputes:** Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them in good faith and an efficient business-like manner. The Consultant shall continue providing Services during such time as the dispute exists, provided that Owner continues to pay all amounts that are not in dispute and such dispute does not continue in excess of ninety (90) consecutive days.

If the parties do not resolve a dispute through good faith negotiations, the Parties shall first endeavor to resolve the dispute by mediation, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

If the Parties are unable to resolve the matter following mediation, then the method of binding dispute resolution shall be as follows:

Arbitration – Either Party may submit any unresolved claim or dispute to binding arbitration in accordance with the Construction Industry Arbitration Rules of AAA, and shall be conducted by a single Arbitrator mutually acceptable to both Parties. If the Parties cannot agree on the arbitrator, then the arbitrator shall be selected by the President of the American Arbitration Association. Arbitration shall be held and conducted in the state where the project is located, unless the Parties agree otherwise. The filing fee and arbitrator's fees shall be shared equally by the Parties.

- 25. Insurance:** GPI will maintain the following insurance for the duration of the project:

- 25.1 Commercial General Liability – Bodily Injury/Property Damage - \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
- 25.2 Worker's Compensation – as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.
- 25.3 Automobile Liability – in the amount of \$1,000,000 each accident covering owned, non-owned, and hired vehicles.
- 25.4 Excess/Umbrella – in the amount of \$5,000,000.
- 25.5 Professional Liability – in the amount of \$1,000,000 each claim/ \$2,000,000 in the aggregate.
- 25.6 GPI will furnish to Client Certificates of Insurance upon request naming Client as an additional insured on the General Liability policy.

- 26. Contractor's Responsibilities:** GPI has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI, GPI's subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI and GPI's subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.

27. Indemnification:

- 27.1 GPI, subject to the limitation in Section 12 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI in connection with the performance of the Services described in this Agreement.
- 27.2 GPI shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project. Client hereby holds harmless and indemnifies GPI against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by GPI which arise out of the foregoing. Expenses shall include, but not be limited to time charges by GPI's employees at GPI's then standard hourly fees.
- 27.3 Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third party claim, against GPI unless the Client has first provided GPI with a written certification executed by an independent design professional practicing in the same discipline as GPI and licensed in the state in which the project for which GPI's services were rendered is located. This certification shall: a) identify the name and license of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation. This certificate shall be provided to GPI not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any legal proceeding.

- 28. Force Majeure:** If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("Force Majeure"). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not be liable for failure to comply with any Force Majeure event.

RESOLUTION NO. 381.24

**TO AUTHORIZE THE PURCHASE OF ONE BRUSH TRUCK FOR THE HIGHWAY
DEPARTMENT**

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 purchase of one 2022 HV607 SBA Brush Truck for the Highway Department, from Navistar Inc., located at 399 Albany Shaker Road Suite 202, Loudonville, New York 12211, with compliance under NYS contract, in the amount not to exceed two hundred and nine thousand, two hundred ninety-seven and 16/100 (\$209,297.16) dollars.

SECTION 2. This resolution shall become effective October 2, 2024.

DATED: October 2, 2024

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: September 25, 2024

TO: Mollie Collins, Supervisor

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: To Purchase New Grapple Truck form Navistar Inc for Highway

TOWN BOARD MEETING: October 2, 2024

Background Information: Purchase from Navistar Inc a new Grapple Truck as per Onondaga County Bid

Evaluation/Analysis: For the Replacement of an Older Grapple Truck

Recommendation(s): As to serve the residents needs to pick up brush

Attachment/Document(s): attached

Compliance with Purchasing Policy: yes

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

LEGISLATION WILL BE PREPARED BY:

Town of Rotterdam Purchase Order Request

Purchase Order Number: 2024-_____

Date: 9/23/24

Vendor: Navistar INC.

Vendor # _____

Appropriation Account Number(s):

Amount to pay from line:

\$ 209,297.16 _____

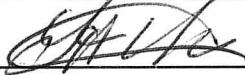
Description of items or services to be purchased:

2025 HV607 Grapple Truck for picking up brush _____

Reason for purchase:

Replace Aging truck _____

Requested by: Larry Lamora, Highway Superintendent

Department Head Approval: 

Comptroller's Office Approval of funds available: _____ **Date:** _____

Budget Transfer Request Attached: Yes _____ No _____

=====

Approved by:

Supervisor Collins: Yes _____ No _____ Date: _____



HV607 SBA

Sales Proposal For:
TOWN OF ROTTERDAM

Presented By:
H. L. GAGE SALES, INC.

NYS MUNICIPAL QUOTE FORM

CONTRACT# _____ Heavy/Medium
 10914

DATE 9/9/2024

Municipality Town of Rotterdam
Address 54 Duanesburg Road
City Schenectady NY 12306

Telephone 518-355-7722
Fax _____
Contact Larry Lamora

Model	Description	List base price	\$
<u>HV607</u>	<u>Grapple</u>	<u>121,554.00</u>	
	Chassis Contract Price Factor	<u>.70%</u>	
	Subtotal Chassis Contract Price	<u>85,087.80</u>	

CONTRACT OPTIONS

<u>MSRP Chassis Options</u>	<u>261,101.00</u>
<u>Cyncon Equipment</u>	<u>109,998.00</u>

WARRANTY AND LOCAL PURCHASES

	P & D, Fire Extinguisher, Tri Angle Kit, NY State	
	Inspection, Deliver Unit	N/C
	Pricing Subject to Additional Freight and/or Surcharge	

LETTER, PURCHASE ORDER OR VOUCHER MUST BE MADE OUT TO:

**NAVISTAR, INC.
399 Albany Shaker Road
Suite 202
Loudonville, NY 12211**

PRICE PACKAGE	<u>221,186.80</u>
DISCOUNT ON OPTIONS 15%	\$ <u>-3,915.15</u>
ADDITIONAL DISCOUNTS	\$ <u>-7,974.49</u>
TOTAL DELIVERED PRICE	\$ <u>209,297.16</u>

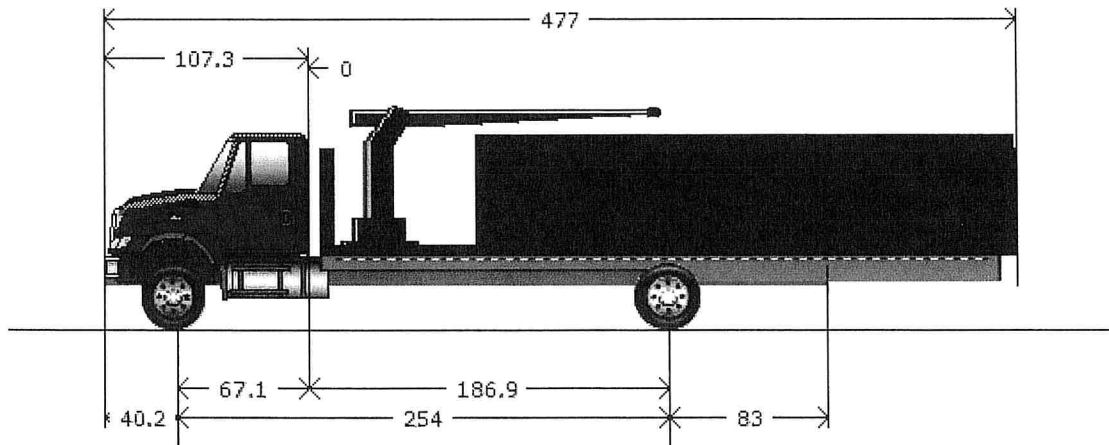
WB 254 CA/CT 186.9 AF 83 RATIO 5.57

Paint Code 2303 Paint Color Red

Prepared For:
TOWN OF ROTTERDAM
Larry Lamora
TOWN HALL
ROTTERDAM, NY 12306-
(518)355 - 0000
Reference ID: N/A

Presented By:
H. L. GAGE SALES, INC.
Mark Rizzo
121 WASHINGTON AVE EXTENSION
ALBANY NY 12205 -
(518)456-8871

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Utility
MISSION:	Requested GVWR: 33000. Calc. GVWR: 35000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 43.91% / 3.12% @ 55 MPH Calc. Geared Speed: 74.0 MPH
DIMENSION:	Wheelbase: 254.00, CA: 186.90, Axle to Frame: 83.00
ENGINE, DIESEL:	{Cummins L9 270} EPA 2024, 270HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 270 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S23-190D} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, Driver Control Locking Differential, R Wheel Ends Gear Ratio: 5.57
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100WL Location 1: 2303, Red (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV60700	Base Chassis, Model HV607 SBA with 254.00 Wheelbase, 186.90 CA, and 83.00 Axle to Frame.	6136/3644	9780
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1572	TOW HOOK, REAR (2)	0/10	10
1ANA	AXLE CONFIGURATION {Navistar} 4x2	-65/-70	-135
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	328/649	977
1LLE	BUMPER, FRONT Contoured, Steel, Severe Duty	59/-8	51
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0
1WAC	BUMPER EXTENSION, FRONT 4.0"	20/0	20
1WGS	WHEELBASE RANGE 189" (480cm) Through and Including 256" (650cm)	271/-271	0
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity	0/0	0
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers	0/0	0
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	0/0	0
4EBT	AIR DRYER {Bendix AD-IP} with Heater	16/11	27
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqiIn	2/0	2
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiIn Spring Brake	0/7	7
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4LAG	SLACK ADJUSTERS, FRONT {Gunitite} Automatic	14/0	14
4LGG	SLACK ADJUSTERS, REAR {Gunitite} Automatic	0/14	14
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	16/5	21

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab	0/0	0
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/10	10
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity	-23/0	-23
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/52	52
5710	STEERING COLUMN Tilting and Telescoping	18/1	19
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2	5/33	38
7BMM	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, for Single Long Horizontal Tail Pipe	7/25	32
7SDP	ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch	44/4	48
7WBZ	TAIL PIPE (1) Horizontal, Long, Exits Right Side Outside of Body at Rear Wheels	26/10	36
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/ CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u>		
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8541	HORN, ELECTRIC (2) Disc Style	1/0	1
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8HAA	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket	2/0	2

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud	48/26	74
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness	2/0	2
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	5/0	5
8RPP	ANTENNA Shark Fin, Roof Mounted	1/0	1
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8TMH	SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, with Maximum of 20 amp Load with Switches In Instrument Panel	1/0	1
8TTR	BATTERY BOX Steel, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Right Side Under Cab	0/0	0
8VTV	STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated	0/0	0
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post	1/0	1
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	2/1	3
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side	1/0	1
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	10/0	10
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	2/0	2
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8XNY	HEADLIGHTS Halogen	0/0	0
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HAD	GRILLE Chrome	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9WBM	FRONT END Tilting, Fiberglass, with Three Piece Construction, Sloped Front	-66/-4	-70
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1
10BAE	LABEL, DEF "DEF ONLY"	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10UAK	VEHICLE REGISTRATION IDENTITY ID for the State of New York	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
12EYV	ENGINE, DIESEL {Cummins L9 270} EPA 2024, 270HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 270 Peak HP (Max)	578/-14	564
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12UAW	RADIATOR Aluminum, 2-Row, Cross Flow, Over Under System, 1045 SqIn Louvered, with 373 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	3/-6	-3
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12VBR	AIR CLEANER with Service Protection Element	10/0	10
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024	0/0	0
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0

INTERNATIONAL®**Vehicle Specifications**
2025 HV607 SBA (HV607)**September 09, 2024**

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	238/45	283
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission	0/0	0
14AHG	AXLE, REAR, SINGLE {Dana Spicer S23-190D} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, Driver Control Locking Differential, R Wheel Ends . Gear Ratio: 5.57	0/291	291
14SAN	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs	0/36	36
14SZB	SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity	0/90	90
14WAP	SHOCK ABSORBERS, REAR (2)	0/45	45
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints	0/0	0
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	0/0	0
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	0/0	0
15SWU	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 40 US Gal (151L), Mounted Left Side, Under Cab	0/0	0
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional, Day Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	0/0	0
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster	0/0	0
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	0/0	0
16PJW	SEAT, TWO-MAN PASSENGER {National} Mid Back, Fixed Back, Vinyl, with Under Seat Storage	49/12	61
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar	6/0	6
16SDZ	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Side, Bright, 7.5" Sq.	11/0	11
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VLV	MONITOR, TIRE PRESSURE Omit	-10/-1	-11
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	12/0	12
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0
16XCW	CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights	15/2	17
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DUK	WHEELS, FRONT {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	12/0	12
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	0/24	24
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0
60AJJ	BDY INTG, THROTTLE CONTROL Accommodation for Single Customer Mounted Momentary Switch, for Refuse Applications, Programmable Mode Various Switch Actions, Useable Only While Vehicle is Stopped and the Park Brake is Applied (requires 1 Remote Power Module input)	0/0	0
60AJK	BDY INTG, INDICATOR LIGHTS (2) 1 for Body Up, 1 for Gate Open, Includes Audible Alarm, Programmable Mode for Various Switch Actions. (Requires 2 Remote Power Module Inputs)	0/0	0
7372135432	(4) TIRE, REAR 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive	0/-4	-4
7372135439	(2) TIRE, FRONT 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position	0/0	0
Services Section:			
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
40RBK	SERVICES, TOWING {Navistar} Service Call to 60-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident	0/0	0
40YZL	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)	0/0	0
Total Component Weight:		7857/4672 (lbs)	12529 (lbs)
1	Cyncon body equipment	0/0	0
2	Roof Strobe Warning Light	0/0	0
Total Body Allied:		0/0 (lbs)	0 (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

LIMITED WARRANTY FOR HV507, HV607
 *Effective with vehicles built July 01, 2017 or later

Basic Vehicle

Navistar®, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or RENEWED™ parts, based on the Component Coverages below.

Coverage	Months	Miles	Kilometers	Hours
Basic Vehicle Warranty	12	Unlimited	Unlimited	Unlimited
Basic Vehicle Warranty with Non-Navistar Engine	12	Unlimited	Unlimited	Unlimited
Frame Side Rails	84	Unlimited	Unlimited	Unlimited
Cab/Cowl Structure	60	Unlimited	Unlimited	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited	Unlimited	Unlimited
Spicer Axles	24	Unlimited	Unlimited	Unlimited
Propeller Shaft	24	Unlimited	Unlimited	Unlimited
Eaton Clutch	24	Unlimited	Unlimited	Unlimited
TTC Transmission	24	Unlimited	Unlimited	Unlimited
Eaton/Fuller Transmission	24	Unlimited	Unlimited	Unlimited
Meritor Axles	24	Unlimited	Unlimited	Unlimited
Batteries	12	Unlimited	Unlimited	Unlimited
Brightwork, Chassis Paint and Corrosion (Other than Cab)	6	Unlimited	Unlimited	Unlimited
Hood/Cab Paint	12	Unlimited	Unlimited	Unlimited
First 90 Days from Delivery to User (DTU) + Towing	3	Unlimited	Unlimited	Unlimited
Federal Emissions Coverage (Medium/Heavy, Heavy Duty Diesel Engine Non-Navistar)	60	100,000	160,000	Unlimited

Navistar Diesel Engine Coverage Includes:

Engine block, cylinder heads, internally lubricated components, fuel pump, high pressure pump, turbocharger, water pump, air compressor, injectors/nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

What is Not Covered Under Basic Coverage
Components/Items

- Components warranted by their respective manufacturers (such as non-International® brand engines, tires, Allison transmissions, lubricants, Cummins engines, Agility fuel systems, etc.)
- Bodies, equipment, and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants
- Front and rear axle alignment
- Front and rear axle coverage excludes brakes, wheel ends, axle shafts, controls and attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current US EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the US DOT to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

Disclaimer

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER.

No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Telematics Data Disclosure

Your Navistar vehicle may include an activated telematics subscription service. By accepting this Limited Warranty, you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. Navistar, Inc., or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving the uptime for your vehicle, improving our vehicles in the future, and reducing warranty events. If you choose not to allow Navistar to access your data, you may suspend your subscription at www.InternationalTrucks.com/Opt-Out.

Record of Ownership

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature

Date

Owner's Address

City

State/Prov Postal Code

Truck Model

Vehicle Identification Number

Engine Model Number

Engine Serial Number

Date Delivered to User (DTU)

Odometer Reading at Delivery

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.

CYNCON

Premier Municipal and Truck Equipment Since 1978

H.L. Gage Sales Inc.
121 Washington Ave. Ext.
Albany, NY 12205

Jim Hans
Mark Rizzo
August 22, 2024

Cyncon Equipment is pleased to provide our quote for the following equipment for the Town of Rotterdam:

Description

Petersen TL-3 Grapple Loader with:
Heavy Duty Swing Motor
Grating Heat Shield
Outrigger Warning Light & Alarm In Cab
Double Wire Braided Hoses
Hose Guards on Head & Valve Bank
Work Lights - One Each Side of Boom
2026HDX Hardox Trash Body
Self-Winding Load Cover
LED Amber Flashers In Rear Corner Body Posts
Work Lights – Two Curbside Under Body
Work Lights – Two Streetside Under Body
Body & Grapple Loader Painted Red
Installed on Chassis Provided By You at Petersen Factory
In Lake Wales, FL
Price Includes Final Delivery To Albany, NY

Total List Price	\$ 157,140.00
Less 30% Discount per Onondaga County Bid	<u>(\$ 47,142.00)</u>
Total Delivered Contract Price	\$ 109,998.00

Thank you for the opportunity to supply your equipment needs. As always, please contact me with any questions.

Best regards,

Mike Kane

Sales Representative

Cyncon Equipment, Inc. 7494 West Henrietta Road, Rush, New York 14543
PH: 585-533-2500 FAX: 585-533-2501

13300-429-6266

October 2, 2024

Town of Rotterdam

Highway Department

54 Duaneburg Road, Rotterdam, New York 12306



PURCHASE LETTER OF INTENT

August 23, 2021

RE: Purchase of Brush Truck

This Letter of Intent represents the basic terms agreed upon by the buyer and the seller. After this Letter of Intent has been made, a formal agreement may be constructed.

Buyer: Town of Rotterdam

Seller: Navistar Inc

399 Albany Shaker Road

Suite 202

Loudonville NY 12211

Product: 2022 HV607 SBA Truck

Total Delivered Price: \$179,683.40

Authorizing Signature:

Evan Christou

Deputy Supervisor

RESOLUTION NO. 382.24

TO AMEND RESOLUTION 296.21 RELATING TO THE USE OF ARPA FUNDS

WHEREAS, by Resolution No. 369.23 adopted on December 13, 2023, the Town Board voted in favor of amending Section 1 of Resolution 296.21 to read in its entirety as follows:

"SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road (\$260,000.00) and 212 Phillips Road (\$215,000.00) for the future use as Town parkland (total of \$475,000.00) paid from line A7110 4153 (Parks Improvements); and to fund the improvements to Sewer District 7 Extension 2 (\$415,000.00) paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2); and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 (\$136,700.00) paid from the fund line W38310 4850 (Water District 3, Engineering Consultant); and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements (\$1,200,000.00); and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant paid from the fund lines S28130 2000 (\$44,965.61) and S28120 2000 (\$14,988.54) (\$59,954.15); and to fund the Special Improvements Area Curry Road Sewer Improvement Project paid from the fund line H125 Capital Projects (\$100,000.00); and to fund the Sartoli Avenue and Rome Avenue Drainage Improvements Project paid from the fund line H126 Capital Projects (\$150,000.00); and to fund the repairs to the Route 5S Fire Hydrants paid from the fund line H132 - Route 5S Safety Improvements Capital Projects (\$75,000.00); and to fund the purchase of Police Vehicles paid from the fund line A3120 2010 Patrol Vehicles (\$175,000.00); and to fund the Salt Storage and Yard Waste Processing Facility project paid from the fund line H107 Highway Salt Shed (\$250,000.00), and to fund the Kiwanis International Park Waterfront Access Improvement Project paid from fund line H133 Kiwanis Boat Launch (\$31,240.46); and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of \$40,000.00 of funds received pursuant to the American Rescue Plan Act (ARPA) to the Senior Center Parking Lot Improvements Project; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 296.21 is hereby amended to read in its entirety as follows:

"SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road (\$260,000.00) and 212 Phillips Road (\$215,000.00) for the future use as Town parkland (total of \$475,000.00) paid from line A7110 4153 (Parks Improvements); and to fund the improvements to Sewer District 7 Extension 2 (\$415,000.00) paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2); and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 (\$136,700.00) paid from the fund line W38310 4850 (Water District 3, Engineering Consultant); and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements (\$1,200,000.00); and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant paid from the fund lines S28130 2000 (\$44,965.61) and S28120 2000 (\$14,988.54) (\$59,954.15); and to fund the Special Improvements Area Curry Road Sewer Improvement Project paid from the fund line H125 Capital Projects (\$100,000.00); and to fund the Sartoli Avenue and Rome Avenue Drainage Improvements Project paid from the fund line H126 Capital Projects (\$150,000.00); and to fund the repairs to the Route 5S Fire Hydrants paid from the fund line H132 - Route 5S Safety Improvements Capital Projects (\$75,000.00); and to fund the purchase of Police Vehicles paid from the fund line A3120 2010 Patrol Vehicles (\$175,000.00); and to fund the Salt

Storage and Yard Waste Processing Facility project paid from the fund line H107 Highway Salt Shed (\$250,000.00), and to fund the Kiwanis International Park Waterfront Access Improvement Project paid from fund line H133 Kiwanis Boat Launch (\$31,240.46), and to fund the Senior Center Parking Lot Improvements Project paid from fund line A6772 2005 Equipment/Paving (\$40,000.00).

SECTION 2. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2024 are hereby audited and approved:

Fund	Account No.	Title	Amount
General	A 909	FROM: Fund Balance	-\$40,000.00
General	A6772 2005	INTO: Equip/Paving	+\$40,000.00

SECTION 3. This resolution shall become effective October 2, 2024.

DATED: October 2, 2024

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: September 26, 2024

TO: Town Board

FROM: Alison Grace, Comptroller

TITLE OF REQUEST: Authorize designation of ARPA funds towards the Senior Center Parking Lot Improvements

TOWN BOARD MEETING: October 2, 2024

Background Information: The Comptroller's office is requesting the authorization to designate \$40,000.00 in ARPA funds to help fund the Senior Center Parking Lot Improvement Project.

Evaluation/Analysis: The Town of Rotterdam to date has committed \$3,021,627.87 of the total ARPA funding of \$3,074,144.60 leaving a balance of \$52,516.73. This additional commitment of \$40,000.00 for the Senior Parking Lot Improvement project will leave a balance of \$12,516.73 that must be committed by 12/31/2024 or must be returned to the Federal Government.

Recommendation(s): Authorize the designation of \$40,000.00 in ARPA funds to help fund the Senior Center Parking Lot Improvement Project.

Attachment/Document(s): Budget Transfer

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

BUDGET TRANSFER REQUEST

<u>Fund</u>	<u>Account No.</u>	<u>Title</u>	<u>Amount</u>
General	A 909	FROM: Fund Balance	-\$40,000.00
General	A6772 2005	INTO: Equip/Paving	+\$40,000.00

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, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 369.23

TO AMEND RESOLUTION 296.21 RELATING TO THE USE OF ARPA FUNDS

WHEREAS, by Resolution No. 349.23 adopted on November 15, 2023, the Town Board voted in favor of amending Section 1 of Resolution 296.21 to read in its entirety as follows:

"SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road (\$260,000.00) and 212 Phillips Road (\$215,000.00) for the future use as Town parkland (total of \$475,000.00) paid from line A7110 4153 (Parks Improvements); and to fund the improvements to Sewer District 7 Extension 2 (\$415,000.00) paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2); and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 (\$136,700.00) paid from the fund line W38310 4850 (Water District 3, Engineering Consultant); and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements (\$1,200,000.00); and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant paid from the fund lines S28130 2000 (\$44,965.61) and S28120 2000 (\$14,988.54) (\$59,954.15); and to fund the Special Improvements Area Curry Road Sewer Improvement Project paid from the fund line H125 Capital Projects (\$250,000.00); and to fund the Sartoli Avenue and Rome Avenue Drainage Improvements Project paid from the fund line H126 Capital Projects (\$150,000.00); and to fund the repairs to the Route 5S Fire Hydrants paid from the fund line H132 - Route 5S Safety Improvements Capital Projects (\$75,000.00); and to fund the purchase of Police Vehicles paid from the fund line A3120 2010 Patrol Vehicles (\$175,000.00); and

WHEREAS, the Town Board of the Town of Rotterdam desires to reallocate the designation of funds for the Special Improvements Area Curry Road Sewer Improvement Project, originally allocating \$250,000 received pursuant to the American Rescue Plan Act (ARPA), paid from the fund line H125 Capital Projects, to the reduced allocated amount of \$100,000, paid from the fund line H125; and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of \$250,000 of funds received pursuant to the American Rescue Plan Act (ARPA) to the Salt Storage and Yard Waste Processing Facility project, and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of \$31,240.46 of funds received pursuant to the American Rescue Plan Act (ARPA) to the Kiwanis International Park Waterfront Access Improvement Project; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 296.21 is hereby amended to read in its entirety as follows:

"SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road (\$260,000.00) and 212 Phillips Road (\$215,000.00) for the future use as Town parkland (total of \$475,000.00) paid from line A7110 4153 (Parks Improvements); and to fund the improvements to Sewer District 7 Extension 2 (\$415,000.00) paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2); and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 (\$136,700.00) paid from the fund line W38310 4850 (Water District 3, Engineering Consultant); and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements (\$1,200,000.00); and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant paid from the fund lines S28130 2000 (\$44,965.61) and S28120 2000 (\$14,988.54) (\$59,954.15); and to fund the Special Improvements Area Curry Road Sewer Improvement Project paid from the fund line H125 Capital Projects (\$100,000.00); and to fund the Sartoli Avenue and Rome Avenue Drainage Improvements Project paid from the fund line H126 Capital Projects (\$150,000.00); and to fund the repairs to the Route 5S Fire Hydrants paid from the fund line H132 - Route 5S Safety Improvements Capital Projects (\$75,000.00); and to fund the purchase of Police Vehicles paid from the fund line A3120 2010 Patrol Vehicles (\$175,000.00); and to fund the Salt Storage and

Yard Waste Processing Facility project paid from the fund line H107 Highway Salt Shed (\$250,000.00), and to fund the Kiwanis International Park Waterfront Access Improvement Project paid from fund line H133 Kiwanis Boat Launch (\$31,240.46).

SECTION 2. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2023 are hereby audited and approved:

<u>Fund</u>	<u>Account No.</u>	<u>Title</u>	<u>Amount</u>
General	A 909	FROM: Fund Balance	-\$281,240.46
General	H107	INTO: Capital Projects	+\$250,000.00
General	H133	INTO: Capital Projects	+\$31,240.46

SECTION 3. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera			X
Dodson	X		
Mastroianni	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 of the Town of Rotterdam on December 13, 2023, 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 December 15, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



RESOLUTION NO. 383.24

**TO AUTHORIZE AN AGREEMENT WITH FCM ENGINEERING PLLC FOR
PROFESSIONAL ENGINEERING CONSTRUCTION SUPPORT AND OBSERVATION
SERVICES FOR THE ROTTERDAM SENIOR CENTER PARKING LOT
IMPROVEMENTS**

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 FCM Engineering PLLC, located at 156 Spring Road, Scotia, New York 12302, for professional engineering construction support and observation services relating to the Rotterdam Senior Center Parking Lot Improvements, in an amount not to exceed thirty three thousand and 00/100 (\$33,000.00) dollars

SECTION 2. This resolution shall become effective October 2, 2024.

DATED: October 2, 2024

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: September 27, 2024

TO: Mollie Collins, Supervisor

FROM: Charles Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Rotterdam Senior Center Parking Lot Improvements-Construction Support and Observation Services

TOWN BOARD MEETING: October 2, 2024

Background Information: FCM Engineering, PLLLC is the Engineer for the Rotterdam Senior Center Parking Lot Improvements Project.

Evaluation/Analysis: FCM will be providing Construction Support Services along with Construction Observation Services for the Senior Center Parking Lot Project.

Recommendation(s): Authorize the Supervisor to sign an agreement with FCM Engineering, PLLC. in an amount not to exceed \$33,000.00.

Attachment/Document(s): Proposal from FCM Engineering, PLLC. Dated September 25, 2024

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Fred Mastroianni, P.E., Principal Engineer

September 25, 2024

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12302

Re: Rotterdam Senior Center Parking Lot Improvements
Construction Support and Observation Services

Dear Ms. Collins:

Assuming the Town Board will approve HMA Contracting bid to reconstruct the existing parking lot and enter into a contract, FCM Engineering can provide construction support and observation services during the construction phase. Below is our proposed scope of services and cost for your review and consideration.

SCOPE OF SERVICES

Task 1 – Construction Support Services

FCM Engineering will provide the following:

- design responses to unanticipated or changed field conditions, analyze and participate in proposed design changes, and if ambiguous, interpret design plans.
- In response to unanticipated and/or varying field conditions or changes in construction procedures, conduct on-site field reconnaissance.
- Analyze and make recommendations on the implementation of changes proposed by the construction contractor.
- Interpret and clarify design concepts, plans and specifications if necessary
- Review and approve all shop drawings and material submittals for conformance with the plans and specifications.

Task 2 – Construction Observation Services

FCM Engineering will provide the following:

- Construction observation services from the start to the completion of the construction contract. FCM Engineering will assume responsibility, as appropriate, for the administration of the contract, including maintaining project records and processing payments.
- Scheduling and coordinating and attending preconstruction and on site construction progress meetings.
- Review and approve contractor's payment requests.

- Provide a Resident Engineer (RE) with PE license on site for duration of the project. It is anticipated that the RE will be on site on a part time basis to witness the major construction activities. The RE responsibilities will include:
 - Witness the construction work for compliance with the design plans and specifications. Any construction not in compliance with the plans and specifications will be brought to the attention of the Town.
 - Witness field testing by the contractor of items that require this for compliance with the specifications.
 - Prepare written report when on site to summarize the work performed.
 - Digitally photograph key work performed by the contractor.
 - Review and recommend any potential change order requests.
 - Coordinate as needed with town staff regarding access and parking needs at the Senior Center.
 - Complete and submit to the Town all required project close-out documents, including but not limited to material/field testing reports.

ASSUMPTIONS

Task 1 – it is assumed that a total of 65 hours will be spent by the Principal Engineer to provide construction support services described in the scope of services.

Task 2 - it is assumed that a total of 240 hours will be spent by the Resident Engineer to provide construction support services described in the scope of services.

ENGINEERING FEE

FCM Engineering will perform all the work stated above at a not-to-exceed amount of \$33,000.00. Hourly rates for technical staff are as follows:

- Principal Engineer - \$120.00/hour
- Resident Engineer - \$105.00/hour

All invoices will include time sheets as a backup to the hours spent and invoiced for this project.

If this Proposal is acceptable, please sign and date below, which will authorize FCM Engineering to begin the work. We look forward to completing this project on behalf of the Town of Rotterdam.

Sincerely,



Fred C. Mastroianni, P.E.
Principal Engineer

Proposal Acceptance

Signature

Date

Print Name

RESOLUTION NO. 384.24

**TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING
AGREEMENT WITH KB ENGINEERING & ARCHITECTURE P.C./ PRIME AE FOR
PROFESSIONAL ENGINEERING SERVICES RELATED TO THE SEWAGE PUMP
STATION SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
IMPROVEMENTS**

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 Amendment No. 1 to an existing agreement with KB Engineering & Architecture P.C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Sewage Pump Station Supervisory Control And Data Acquisition (SCADA) Improvements, in the amount not to exceed three thousand one hundred and 00/100 (\$3,100.00) dollars, for a new total agreement amount not to exceed seven thousand eight hundred and 00/100 (\$7,800.00) dollars.

SECTION 2. This resolution shall become effective October 2, 2024.

DATED: October 2, 2024

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: September 30, 2024

TO: Mollie Collins, Town Supervisor

FROM: James Keith, Sr. Building Inspector *JK*

TITLE OF REQUEST: Amendment #1- Sewage PS SCADA Improvements

TOWN BOARD MEETING: October 2, 2024

Background Information: KB Prime AE is the Engineer for the SCADA system for the pump stations.

Evaluation/Analysis: Complete the new SCADA unit installation paperwork for three (3) pump stations (Carman Road, Whispering Pines and 4th Street) and submit to Mission Communications so they can input into their system.

Recommendation(s): Authorize the Supervisor to enter into an agreement with KB Engineering & Architecture, P.C. for additional services for the SCADA System.

Attachment/Document(s): KB Engineering & Architecture, P.C. proposal dated September 25, 2024 in the amount of \$3,100.00.

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisors Office

September 25, 2024

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

Re: **Town of Rotterdam**
Sewage PS SCADA Improvements
Amendment #1 for Engineering Services
Our Project No. 230339

Dear Mrs. Collins:

As you know, our proposal for the above project review was executed on November 13, 2023 with a fee in the amount of \$4,700.00 for the four (4) items in the proposal. KB Engineering completed the scope of work in our original contract on June 26, 2024 and the Town requested additional services on September 21, 2024. KB Engineering, therefore, proposes the following scope of work for this Amendment #1:

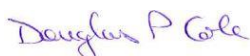
- Complete the new SCADA unit installation paperwork for three (3) pump stations (Carman Road, Whispering Pines and 4th Street) and submit to Mission Communications so they can input into their system.
- Once Mission Communications advises that the information is in the system, we will log in (using the Town's username and password) to verify the information is correct and accessible.
- Coordinate the on-site RTU startup at all three (3) pump stations including 2 hours per site for a field representative. The developer/contractor's electrician that installed and wired the SCADA panel will be required to be on site for testing and troubleshooting. KB Engineering is not subcontracting with the electrician(s).
- Prepare and submit to the Town a start-up report for each pump station.

We propose to provide these additional services for a fee not to exceed \$3,100.00, for a total of \$7,800.00 for this project. Our work will be billed monthly on a time and materials basis utilizing our 2024 hourly rates times a 3.0 multiplier. Our original Terms and Conditions for this contract will remain in effect for this amendment.

If this amendment #1 proposal is acceptable, please execute the signature block below and return to us.

Sincerely,

KB Engineering & Architecture, P.C.



Douglas P Cole, P.E.
Senior Director of Engineering

AGREED TO BY TOWN OF ROTTERDAM:

Mollie Collins, Supervisor

DATE: _____

AGREED TO BY KB ENGINEERING &
ARCHITECTURE, PC:

Douglas P Cole

Douglas P. Cole, P.E., Senior Director of
Engineering - NY

DATE: 9/25/2024 _____

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, November 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 342.23

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PRIME AE FOR
PROFESSIONAL ENGINEERING SERVICES RELATED TO THE SEWAGE PUMP
STATION SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
IMPROVEMENTS**

THEREFORE, UPON MOTION OF Councilmember DODSON, seconded by Councilmember CHRISTOU,

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 Prime AE, located at 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, to provide Professional Engineering Services related to the sewage pump station, Supervisory Control and Data Acquisition (SCADA) improvements, located at Carmen Road and Whispering Pines, in the amount not to exceed four thousand seven hundred and 00/100 (\$4,700.00) dollars.

SECTION 2. This resolution shall become effective on November 8, 2023.

DATED: November 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	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 of the Town of Rotterdam on November 8, 2023, 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 November 9, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: November 6, 2023

TO: Town Board

FROM: James Keith, Sr. Building Inspector *JK*

TITLE OF REQUEST: To authorize the Supervisor to negotiate and execute a contract with Prime AE, 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, for the Sewage PS SCADA Improvements to the Whispering Pines and Carmen Road lift stations.

TOWN BOARD MEETING: November 8, 2023

Background Information: The two (2) new lift stations located at Whispering Pines and Carmen Road will complete Sewer 7 Extensions 1 and 2. Currently they are not tied into the Town's SCADA system.

Evaluation/Analysis: By tying these lift stations into the Town's SCADA system it will allow the town to assess and correct any problems that may arise. Early detection of problems is necessary to avoid major issues within the system.

Recommendation(s): Authorize the Supervisor to negotiate and execute a contract with Prime AE.

Attachment/Document(s): Contract

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor



Albany Office
100 Great Oaks Boulevard, Suite 114, Albany, NY 12203
P: 1.833.723.4768

November 2, 2023

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

Re: **Town of Rotterdam**
Sewage PS SCADA Improvements
Proposal for Engineering Services

Dear Supervisor Collins:

KB Group of NY, Inc. dba PRIME AE Group of NY (PRIME AE) is pleased to submit this Proposal to provide Professional Engineering Services related to specification of pump station Supervisory Control and Data Acquisition (SCADA) alarm panels to be installed at two (2) of the Town's sanitary sewer pump stations located at Carman Road and Whispering Pines. We propose the following scope of engineering services:

A. Base Services

1. Meeting with Town staff to review existing pump station information at both locations.
2. Determination of the alarms and equipment monitoring signals that need to be sent to the proposed alarm panel.
3. Confirmation of inputs and outputs to the Mission Communications SCADA alarm panels, which is the current Town standard pump station alarm panel.
4. Provide the Town with a scope of work and an alarm panel specification that can be used to solicit prices from local firms for the installation, startup, and training on the system.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed **\$4,700.00**, to be billed monthly on a percentage complete basis.

C. Exceptions and Limitations:

No bid phase or construction phase administration or inspection services are included, but can be provided for an additional fee if requested.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially

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www.primeeng.com

reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

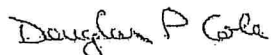
F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

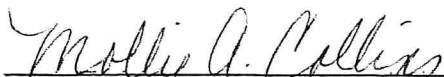


Douglas P. Cole, P.E.
Senior Director of Engineering

Enclosure: Standard Terms & Conditions

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:

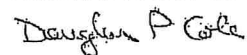


Mollie Collins, Supervisor

DATE:

11/13/2023

AGREED TO BY KB GROUP OF NY, INC. DBA
PRIME AE GROUP OF NY:



Douglas P. Cole, P.E.
Senior Director of Engineering

DATE: 11/2/2023



Standard Terms & Conditions

1. General. These Standard Terms & Conditions ("ST&C"), together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

2. Performance of Services. PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors or consultants. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

3. Right of Entry. Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

4. Modification. This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these ST&C and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these ST&C shall govern.

5. Compensation. Fees are quoted for present calendar year and will be subject to escalation on January 1st each year thereafter as determined by PRIME AE. The Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices terms are net cash, due and payable upon receipt of invoice. Full payment of all invoices will be due before release of final deliverables. The Client shall notify PRIME AE in writing of any disputed amount within seven (7) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, upon written notice to Client, suspend services under this Agreement. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Upon suspension, Client shall pay all undisputed fees before PRIME AE continues any performance of services or delivery of any deliverables. In the event PRIME AE employs the services of any attorney or collection agency to collect any sums due hereunder or to enforce any terms contained herein, Client agrees to pay reasonable attorney's fees and court costs incurred by PRIME AE to collect outstanding fees.

6. Insurance. PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to provide at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Professional Liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish insurance

certificates to Client reflecting PRIME AE's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.

7. Confidentiality. PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

8. Ownership of Documents. All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a written specific use license. Any reuse or distribution of Instruments to third parties, without such express written specific use license will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from use without a written special use license. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

9. Suspension of Services and Termination. Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than thirty (30) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, or acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed as of the date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify, defend and hold PRIME AE harmless from any claim or liability resulting from any suspension or termination.

10. Force Majeure. Except for Client's obligation to pay for services rendered by PRIME AE, including those of its subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, cyber-attacks, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its

personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

11. Mutual Waiver of Consequential Damages.

Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

12. Design Services During Construction (DSDC). If

PRIME AE provides DSDC during the construction phase of the project, it is understood that the purpose of such services, including project site visits, will be to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will generally conform to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incidental to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's DSDC includes shop drawing review or requests for information as set forth in PRIME AE's proposal, PRIME AE will review (or take other appropriate action with respect to) shop drawings,

samples, and other data which PRIME AE's proposal and scope of services require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of construction, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals; and (b) their exclusive responsibility for the means, methods, sequences and procedures of construction, including safety of construction. If DSDC is not included in the proposal, and the Client requests DSDC from PRIME AE, PRIME AE shall be entitled to additional compensation at its standard rates and fees.

13. **Certifications.** PRIME AE shall not be required to sign any documents, no matter by whom requested, including for Client to obtain financing, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty, or agree to terms that are in conflict with these ST&C.

14. **Reliance.** PRIME AE shall be entitled to rely, without limitation or liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for PRIME AE's independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, defend and hold harmless PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by PRIME AE or others due to PRIME AE's reliance on such information contemplated under this Section 14.

15. **Opinion of Probable Costs.** When required as part of its scope of services outlined in its proposal, PRIME AE will furnish opinions of probable cost, but does not

guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment in accordance with the Standard of Care. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others, or over market conditions or contractors' methods of determining prices or performing the services.

16. Limitation of Liability. Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project and an estimated total fee for PRIME AE's scope of services, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its parent company, officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, whatsoever arising out of or in any way related to PRIME AE's scope of services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, regulatory fines or court judgments, shall be limited to an amount of \$50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these ST&C by an authorized representative of PRIME AE.

17. Dispute Resolution. If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding

mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. Precedence. These ST&C shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

19. Severability. If any of these ST&C are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these ST&C to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

20. Survival. These ST&C shall survive the completion of PRIME AE's services on the project and the suspension or termination of services for any cause.

21. Governing Law. The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of Maryland or State of Ohio without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

22. Assignment. No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.

RESOLUTION NO. 385.24

**TO SCHEDULE BUDGET WORKSHOP SESSIONS
FOR THE 2025 TENTATIVE BUDGET**

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 schedules special meetings as set forth below for purposes of conducting budget workshops in connection with the 2024 tentative budget, and for any other business which may come before the Town Board:

<u>Date</u>	<u>Time</u>	<u>Location</u>
Wednesday, Oct. 9, 2024	Directly after the Town Board Meeting is adjourned.	Rotterdam Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY 12306
Wednesday, Oct. 16, 2024	6:30 p.m.	Rotterdam Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY 12306

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to transmit to the news media, to post on the Town website, to post on the Town Clerk signboard, and to provide written notice to each member of the Town Board not less than 2 days prior to the date designated above for such special meetings, the following notice of special meeting:

**TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETINGS**

PLEASE TAKE NOTICE, that the Town Board of the Town of Rotterdam will hold special meetings at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, on the following dates and times, for purposes of conducting budget workshops in connection with the 2025 tentative budget.

Wednesday, October 9, 2024 - Directly after the Town Board Meeting is adjourned.
Wednesday, October 16, 2024 @ 6:30 p.m.

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

DATED: October 2, 2024

Town Clerk: Post, Transmit to News Media, Provide Written Notice to Councilmembers

SECTION 3. This resolution shall become effective October 2, 2024.

DATED: October 2, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			