

PUBLIC WORKS Committee Packet

WEDNESDAY, NOVEMBER 4, 2026

LOCAL LAWS		
PW/B/R	LL	<p>A LOCAL LAW OF THE COUNTY OF RENSSELAER AMENDING SECTION 6 OF LOCAL LAW NO. 3 OF 1994 RELATIVE TO SEWER RENTS PROCEDURES</p> <p>Motion Made By: Seconded By: In favor: Opposed:</p> <p>Notes:</p>
COMMITTEE	RESOLUTION	TITLE
PW/B/R	G/13	<p>RESOLUTION AUTHORIZING THE PURCHASE OF SNOW & ICE CONTROL AGENTS FROM NEW YORK STATE CONTRACT - HIGHWAY DEPARTMENT</p> <p>Motion Made By: Seconded By: In favor: Opposed:</p> <p>Notes:</p>
PW/B/R	G/14	<p>RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - HIGHWAY DEPARTMENT</p> <p>Motion Made By: Seconded By: In favor: Opposed:</p> <p>Notes:</p>
C/PW/B/R	G/15	<p>RESOLUTION AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. FOR ENGINEERING DESIGN SERVICES FOR DYKEN POND - HIGHWAY DEPARTMENT</p> <p>Motion Made By: Seconded By: In favor: Opposed:</p> <p>Notes:</p>

C/PW/B/R	G/16	<p>RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUNICIPALITIES FOR SNOW AND ICE REMOVAL - HIGHWAY DEPARTMENT</p> <p>Motion Made By: Seconded By: In favor: Opposed:</p> <p>Notes:</p>
C/PW/B/R	G/17	<p>RESOLUTION AUTHORIZING AN AGREEMENT WITH WORKPLACE SAFETY CONSULTANTS D/B/A WORKPLACE SCREENING CENTERS FOR OCCUPATIONAL HEALTH SERVICES - HIGHWAY DEPARTMENT</p> <p>Motion Made By: Seconded By: In favor: Opposed:</p> <p>Notes:</p>
PW/B/R	G/29	<p>RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF EMERGENCY LIGHTING UPGRADES FOR THE FAMILY COURT FACILITY - BUILDINGS DEPARTMENT</p> <p>Motion Made By: Seconded By: In favor: Opposed:</p> <p>Notes:</p>
PW/B/R	G/34	<p>RESOLUTION CONFIRMING A SEWER RENT SCHEDULE AS ESTABLISHED BY THE COMMISSIONERS OF THE RENSSELAER COUNTY SEWER DISTRICT NUMBER ONE- SEWER DISTRICT NO. 1</p> <p>Motion Made By: Seconded By: In favor: Opposed:</p> <p>Notes:</p>

Local Law Filing

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, New York 12231-0001
www.dos.state.ny.us/corps

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County of Rensselaer

Local Law No. _____ of the year 2026

A local law of the County of Rensselaer Amending Section 6 of Local Law No. 3 of 1994
Relative to Sewer Rents Procedures

By: Patire, Hoffman, Loveridge, Film, Choquette, Bayly, Grant, Casale, Herrington, Maloney and
Wysocki

Be it enacted by the County Legislature _____ of the
(Name of Legislative Body)

County of Rensselaer _____ as follows:

SECTION 1. AUTHORITY

The County Legislature adopts this Local Law pursuant to the New York State Municipal Home Rule Law.

SECTION 2. LEGISLATIVE PURPOSE AND INTENT

Currently, pursuant to the last paragraph in Section 6 “Appeals and Legislative Procedures” of Local Law No. 3 of 1994 of Rensselaer County, it states “The Rensselaer County Legislature shall act upon the proposed schedule of sewer rents, or schedule of amended sewer rents, and on all appeals no later than October 1 of each calendar year.” However, such date is inconsistent with the County Budget Schedule for the County of Rensselaer. Therefore, such date should be changed to “December 15” of each calendar year.

SECTION 3. AMENDMENT

The last paragraph of Section 6, “Appeals and Legislative Procedures” of Local Law No. 3 of 1994 of Rensselaer County, is hereby amended to read “The Rensselaer County Legislature shall act upon the proposed schedule of sewer rents, or schedule of amended sewer rents, and on all appeals no later than **December 15 of each calendar year.**”

SECTION 4. VALIDITY AND SEVERABILITY

Should any word, section, clause, paragraph, sentence, part, or provision of this Local Law be declared invalid by a court of competent jurisdiction, such determination shall not affect the validity of any other part hereof.

SECTION 5. EFFECTIVE DATE

This Local Law shall take effect upon its filing with the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Local Law ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

November 10, 2026

Approved by the County Executive:

Dated: _____, 2026

Steven F. McLaughlin
County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Sabo

Sent To: Public Works

Committee

Date November 10, 2026

Resolution No. G/13

RESOLUTION AUTHORIZING THE PURCHASE OF SNOW & ICE CONTROL AGENTS FROM NEW YORK STATE CONTRACT - HIGHWAY DEPARTMENT

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

WHEREAS, The Highway Department ("Department") is desirous to implement the use of Liquid Magnesium with Organic Based Performance Enhancer ("OBPE") along with rock salt to better treat the County's roadways and reduce salt use during the winter months; and

WHEREAS, The Department has at least one (1) plow truck with on board wetting systems and is provided, free of charge, the necessary holding tanks equipped with pumps and sprayers at each garage; and

WHEREAS, The Department purchases at least 53,000 gallons on an annual basis; and

WHEREAS, The Department seeks to purchase Liquid Magnesium Chloride with OBPE from New York State Contract PC71103, Group 32100 Snow & Ice Control Agents (Statewide) via, Innovative Municipal Agents Products (US), Inc. d/b/a Innovative Surface Solutions, 454 River Road, Glenmont, New York 12077, at a cost not to exceed \$86,122.00 for the period commencing October 30, 2026 through September 30, 2028 with the option for one 12month extension; and

WHEREAS, An essential component of the contracts entered into by the State provides that the respective bid pricing received by the State shall be made available to Local Governments of New York State; and

WHEREAS, The Department will utilize funds available within the 2026 Rensselaer County Adopted Budget via appropriation code D.5142.04500 for this purchase; now; therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders for the above-described purchase.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

November 10, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: NYS Ice Control Agents

Requested by: HIGHWAY

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 67,500 current year
\$ 0 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 67,500 and ongoing \$ _____
 - e) Other: _____ (please explain) _____
- 3) Is this expense or program mandated? Yes _____ No X
- 4) Length of expense or project (one time only, ongoing, etc.): On going

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: To Adopt the State Contract to Purchase Ice Control Agents. Liquid Magnesium Chloride with OBPE. For use on county roadways during the winter months

Department Head:



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	Group 32100 Snow & Ice Control Agents (Statewide) Classification Code(s): 12
Award Number	:	<u>23451</u> (Replaces Award 23357)
Contract Period	:	October 5, 2026 through September 30, 2028
Bid Opening Date	:	August 6, 2026
Date of Issue	:	October 6, 2026
Specification Reference	:	As Incorporated in The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

Name : Jamison Tamer Title : Contract Management Specialist 1 Phone : 518-473-2663 E-mail : Jamison.Tamer@ogs.ny.gov	Procurement Services Customer Services Phone: 518-474-6717 Email: customer.services@ogs.ny.gov
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Description

Snow & Ice Control Agents to be provided to various locations throughout the State for all Authorized Users eligible to purchase through this statewide contract includes the following:

- Liquid Calcium Chloride corrosion inhibited
- Liquid Calcium Chloride with Organic Based Performance Enhancer (OBPE)
- Liquid Magnesium Chloride corrosion inhibited
- Liquid Magnesium Chloride with OBPE
- Treated Salt in bulk (Types 1 & 2)
- Calcium Chloride (to be offered in 50 lb. bags of flake or pellet form)
 - Flake Type S Class A
 - Pellet Type S Grade 2 Class B
- Solar Salt for brine making (in bulk or totes)

This Award has 5% MBE, 5% WBE and 0% SDVOB goal requirements.

(continued)

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SECTION 1 – Contractor Information

1.1 Contractor Information

NOTE: See individual contract items to determine actual awardees.

Contract #	Contractor Name & Address	Contract Admin	Fed ID#/ NYS Vendor ID#
PC71100	Aden Mining & Materials Inc. 574 State Route 416 Montgomery, NY 12549	Phone #: 845-428-2436 Contact: Jolene Roy Title: Executive Assistant E-mail: jroy@adencompanies.com	26-3695068 1100309251

Contract #	Contractor Name & Address	Contract Admin	Fed ID#/ NYS Vendor ID#
PC71101	All State Construction Inc dba Gorman Construction 1473 Erie Blvd Suite 301 Schenectady, NY 12305	Phone #: 518-462-5401 x5110 Contact: Kayla Bessette Title: Contract Admin E-mail: contractadminNY@asmg.com	04-2216868 1000011021

Contract #	Contractor Name & Address	Contract Admin	Fed ID#/ NYS Vendor ID#
PC71102	Da-Lee Group Inc DBA Calcium Chloride Sales 713 W Main St Grove City, PA 16127	Phone #: 905-643-1135 Contact: Josh Powell Title: Business Analyst E-mail: Josh@daleegroup.com	86-3132183 1100277490

Contract #	Contractor Name & Address	Contract Admin	Fed ID#/ NYS Vendor ID#
PC71106	Dynasty Chemical Corp 444 North Pearl St Albany, NY 12204	Phone #: 518-229-6453 Contact: Mike Waldman Title: VP Operations E-mail: mjwaldman@dynastychemical.com	14-1583464 1100005394

Contract #	Contractor Name & Address	Contract Admin	Fed ID#/ NYS Vendor ID#
PC71103	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions 454 River Road Glenmont, NY 12077	Phone #: 518-729-4319 Contact: Chad Bauder Title: VP Planning & Dev E-mail: bids@innovativecompany.com	51-0375765 1000009401

(continued)

Contract #	Contractor Name & Address	Contract Admin	Fed ID#/ NYS Vendor ID#
PC71104	Morton Salt Inc 444 West Lake St, Suite 2900 Chicago, IL 60606	Phone #: 312-807-2384 Contact: Na-tia Douglas Title: Senior Bid Analyst E-mail: ndouglas@mortonsalt.com	27-3146174 1100010394

Contract #	Contractor Name & Address	Contract Admin	Fed ID#/ NYS Vendor ID#
PC71105	Peckham Materials Corp 763 Schoharie Turnpike Athens, NY 12015	Phone #: 518-945-1120 Contact: Jeri Camputaro Title: Inside Sales E-mail: jcamp@peckham.com	14-1470013 1000006732

Cash Discount, If Shown, should be Given Special Attention.

Agencies should notify New York State OGS Procurement Services promptly if the contractor fails to meet delivery or other terms of this contract. Products or services which do not comply with the specifications or are otherwise unsatisfactory to the agency should also be reported to procurement services.

1.2 Overview

This Solicitation is issued by the New York State ("NYS") Office of General Services ("OGS"), Procurement Services for Snow and Ice Control Agents as specified herein for all Authorized Users eligible to purchase through this Solicitation.

1.3 Scope

The resultant contract(s) are to provide the following to various locations throughout the State:

- Liquid Calcium Chloride corrosion inhibited
- Liquid Calcium Chloride with Organic Based Performance Enhancer (OBPE)
- Liquid Magnesium Chloride corrosion inhibited
- Liquid Magnesium Chloride with OBPE
- Treated Salt in bulk (Types 1 & 2)
- Calcium Chloride (to be offered in 50 lb. bags of flake or pellet form)
 - ☐ Flake Type S Class A
 - ☐ Pellet Type S Grade 2 Class B
- Solar Salt for brine making (in bulk or totes)

State and eligible non-state agencies may participate. Refer to Attachment – *Pricing* for a description of the Lots and the OGS Items included in each Lot. OGS Items are bid by individual county or by NYSDOT Region (each Region contains a group of counties) depending on the Lot.

(continued)

LOT	OGS Item Description	Bid by Region OR Bid by County
Lot 1	Liquid Calcium Chloride corrosion inhibited	Region
Lot 2	Liquid Calcium Chloride with OBPE	NO AWARD
Lot 3	Liquid Magnesium Chloride corrosion inhibited	Region
Lot 4	Liquid Magnesium Chloride with OBPE	Region
Lot 5	Treated Salt Type 1 (in bulk)	County
Lot 6	Treated Salt Type 2 (in bulk)	County
Lot 7	Calcium Chloride Flake ASTM Type S Class A	Region
Lot 8	Calcium Chloride Pellet ASTM Type S Grade 2 Class B	Region
Lot 9	Solar Salt for brine making (in bulk)	NO AWARD
Lot 10	Solar Salt for brine making (in totes)	NO AWARD

1.4 *Estimated Quantities*

A Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Solicitation, based on historical purchases under previous awards, is approximately \$2,000,000.00 annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, Estimated/Specific Quantity Contracts and Participation in Centralized Contracts.

Numerous factors could cause the actual quantities of Products purchased under a Contract resulting from this Solicitation to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

(continued)

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in this Solicitation.

1.5 *Small, Minority and Women-Owned Businesses:*

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

1.6 *Recycled, Remanufactured and Energy Efficient Products*

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

Code	Type
RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

1.7 *Note to Authorized Users*

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State.)

(continued)

SECTION 2 – Contract Administration

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. **Contractor must notify OGS within five Business Days if it's Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled.**

Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

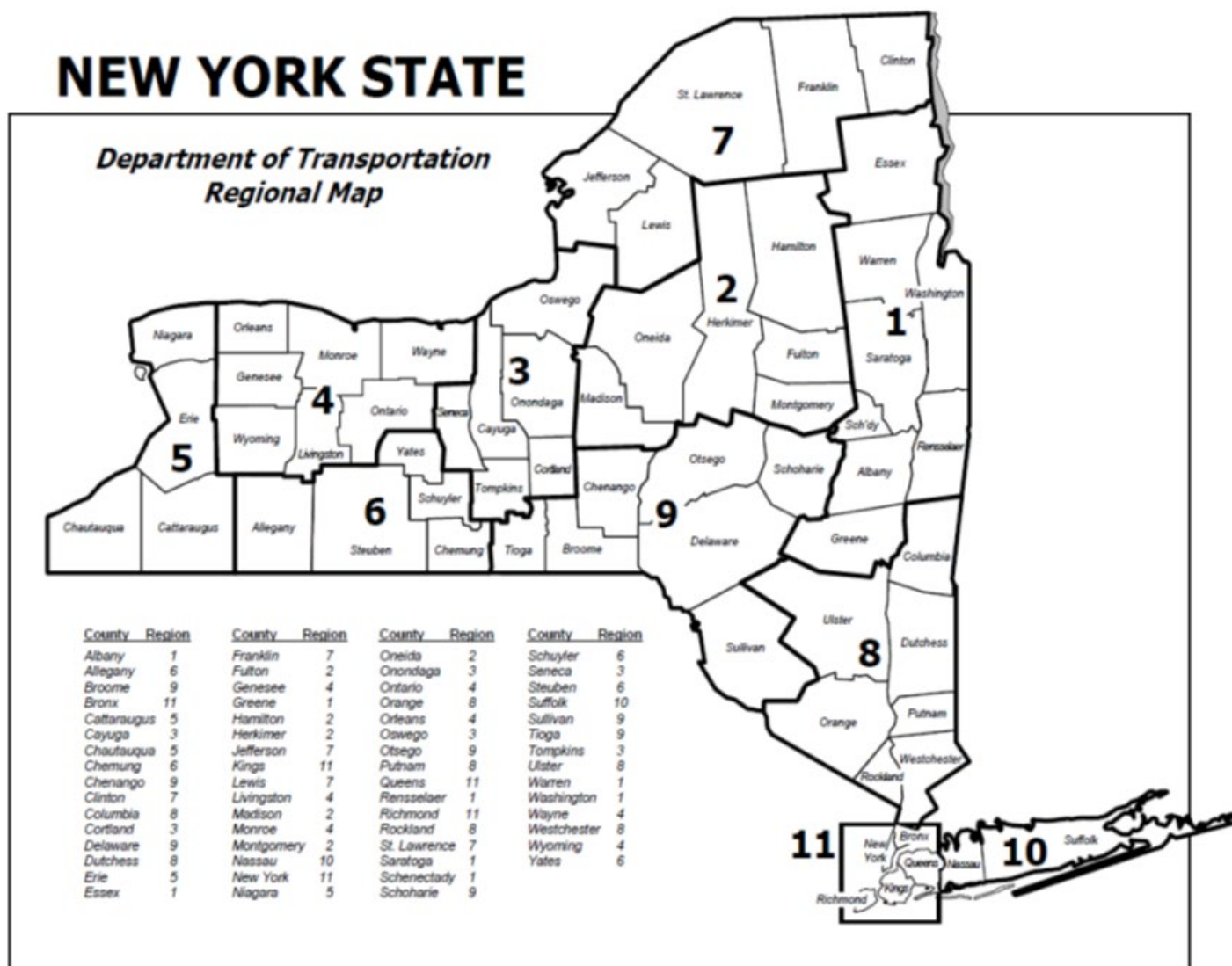
SECTION 3 - Specifications

See Attachment – Snow & Ice Control Agents Specifications for general and detailed specifications and Lot structuring for the following products included in this Solicitation:

- Liquid Calcium Chloride corrosion inhibited
- Liquid Calcium Chloride with Organic Based Performance Enhancer (OBPE)
- Liquid Magnesium Chloride corrosion inhibited
- Liquid Magnesium Chloride with OBPE
- Treated Salt in bulk (Types 1 & 2)
- Calcium Chloride (to be offered in 50 lb. bags in flake or pellet form) as:
 - Flake Type S Class A
 - Pellet Type S Grade 2 Class B
- Solar Salt for brine making (bulk or 1-ton totes)

(continued)

SECTION 4 – NYS Region Map



(continued)

SECTION 5 – Terms & Conditions

5.1 *Contract Term and Extensions*

Base Term. The Contract shall be in effect for up to two (2) years. The Contract term shall commence after all necessary approvals and shall become effective October 1, 2026, or upon the date of OSC approval of the final executed documents, whichever is later. The contract term shall end September 30, 2028.

Extensions. At the State's option, and subject to the approval of OSC, the Contract may be extended for up to one (1) year, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements. Any extensions provided under this section may be exercised either separately or in combination with the one (1) year extension period set forth in Appendix B, Contract Term – Extension.

The Contract term provided for in this section shall extend six (6) months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the six (6) month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

5.2 *Short term Extension*

This section shall apply in addition to any rights set forth in Appendix B *Contract Term – Extension*. In the event that OGS determines that a short term extension is in the best interest of the State, (e.g., a replacement Contract has not been issued, or an extended period is needed for Authorized Users to transition to another procurement method), any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to thirty (30) calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any previously approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to ninety (90) calendar days in lieu of thirty (30) calendar days. However, unless otherwise noted in the extension notification or agreement, this extension automatically terminates should a replacement Contract be issued in the interim.

5.3 *Price*

Pricing will be collected using the Attachment – *Pricing* in accordance with the Instructions tab listed within the Attachment. Prices submitted will be a fixed, base price for the contract term.

(continued)

Lots 1, 3 & 4

Price shall include all customs duties and charges, and be **net per gallon**, freight on board (FOB) destination to any point in New York State as designated by the ordering Authorized User within the respective **region**.

Lots 5 & 6

Price shall include all customs duties and charges, and be **net per ton**, FOB destination to any point in New York State as designated by the ordering Authorized User within the respective **county**.

Lots 7 & 8

Price shall include all customs duties and charges, and be **net per ton**, FOB destination to any point in New York State as designated by the ordering Authorized User within the respective **region** (tailgate delivery).

5.4 Fuel Price Adjustment

A monthly fuel price adjustment may be made to contract pricing in accordance with the following procedure:

- Amount of adjustment may be added or deducted from contract pricing based on prices posted in the "U.S. Energy Information Administration Retail On-Highway Diesel Prices" (EIA). The New England PADD 1A shall be the designated posting for the adjustments. If this source becomes unavailable, unworkable, or unsuitable, then another source may be selected by NYS OGS Procurement Services.
- The base rate used for calculating adjustments shall be the rate shown in the referenced EIA on the date of the bid opening and adjustments will be permitted monthly. The monthly average will be arrived at by using the Monday prices for a given month as displayed in the EIA and determining an average for that month. The previous month's prices shall be used to determine the monthly average (i.e. – January's prices will be used to determine February's adjustment). All prices will be rounded to two decimal places.
- The fuel price adjustment shall be applied for the date of delivery.
- For Lots 1 - 4, the Fuel Price Adjustment shall equal \$0.50 per 1000 gallons for each \$0.10 change in fuel price.

Example Fuel Price Adjustment Increase:

Published rate on date of bid opening \$4.18

Monthly Average Price \$4.28

$\$4.28 - \$4.18 = \$0.10$

A \$0.50/1000 gallon price increase would apply,

Example Fuel Price Adjustment Decrease:

Published rate on date of bid opening \$4.18

Monthly Average Price \$4.08

$\$4.08 - \$4.18 = -\$0.10$

A \$0.50/1000 gallon price decrease would apply.

(continued)

- For Lots 5, 6 and 9 the Fuel Price Adjustment shall be \$0.10 per ton for each \$0.10 change in fuel price.

Example Fuel Price Adjustment Increase:

Published rate on date of bid opening \$4.18

Monthly Average Price \$4.28

$\$4.28 - \$4.18 = \$0.10$

A \$0.10 per ton price increase would apply.

Example Fuel Price Adjustment Decrease:

Published rate on date of bid opening \$4.18

Monthly Average Price \$4.08

$\$4.08 - \$4.18 = -\$0.10$

A \$0.10 per ton price decrease would apply.

Additional Notes on Fuel Price Adjustment

Should postings differ from current description and/or format, a posting determined by the Commissioner of the Office of General Services in his/her sole discretion to be most reflective of market conditions will be used. Corrections to posted prices will be considered only when caused by a typographical or clerical error on the part of said posting.

The State reserves the right to modify or correct miscalculations or errors in the PPI Price Adjustment as set forth in this Section.

In the event of a contract extension, the fuel price adjustment will be based on the new average for the month in which the product is delivered, applying the same base established for the original contract term.

5.5 Best Pricing Offer

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

5.6 Price Structure

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements as a whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B *Savings/Force Majeure*.

(continued)

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon ten (10) Business Days written notice mailed to the Contractor.

5.7 Quick Quote

Authorized Users may try to obtain lower prices by sending out a quick quote form to all contractors in their county or region for that OGS Item. If bid security is an issue, the Authorized User can require bids to be sealed and opened publicly.

Authorized Users are to accept the lowest bid meeting their form, function and utility requirements, provided however, in accordance with the New York State Buy American Salt Act, an Authorized User may, at the Authorized User's discretion, purchase rock salt or sodium chloride that is mined or hand harvested in the United States when it is within ten percent (10%) of the lowest price per item, rather than from the lowest responsible and reliable bidder for that item. There are no negotiations permitted following this "Quick Quote" bid and prices cannot be changed once offered. If for any reason the lowest bid is not taken, the Authorized User should prepare detailed documentation explaining the action taken (i.e., the low contractor could not provide the product in the time frame required). This explanation along with the worksheets should be made as part of the record.

Contractors shall be permitted to reduce their pricing at any time during the contract term. In addition, contractors may choose to offer lower prices in specific instances or for particular projects. Contractors may do so through the agencies use of the "Quick Quote" procedure (below).

Contractors are not required to lower prices when they receive a quick quote. They may quote their contract price. However, at no time may a price be quoted that is higher than their contract price. Any awarded price can be lowered by the contractor during the quick quote process.

5.8 Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, email, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized Username, and sales representative (if applicable).

(continued)

5.9 Minimum Order

The minimum order for this Contract is

Lots 1, 3 & 4

- Minimum order is 4,000 gallons.
- Orders should be placed for 4,000 gallons or multiples thereof.
- Minimum delivery is 4,000 gallons for one location, or 2,000 gallons for each of two locations.
- Orders requiring delivery to two locations are subject to the 2,000-gallon pricing.

Lots 5 & 6

- Minimum delivery shall be 22 tons in bulk per delivery location.

Lots 7 & 8

- Minimum delivery shall be truckload delivery as indicated on Attachment – Pricing tabs of this Invitation for Bids for Lots 8 and 10.

5.10 Purchasing Card Orders

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B *Purchasing Card*), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

5.11 Product Delivery

Delivery requirements for this Contract are as follows per Lot:

Lots 1, 3 & 4

- The product shall be delivered in bulk in tank trucks
- Each delivery truck shall be equipped for unloading product, and;
- Have either an approved liquid meter for accurately measuring the amount of liquid product delivered or verifiable weight receipts

Lots 5 & 6

- Product shall be shipped in bulk delivery no less than 15 days from placement of order
- All shipments of product shall be totally covered with a waterproof tarpaulin or similar sheeting material
- Torn or ripped coverings may be cause for rejection of shipment
- Evidence of free-flowing water/brine in particular shipments may be cause for rejection
- Product shall be received in a free-flowing and usable condition

(continued)

Lots 7 & 8

- Product shall be palletized, maximum weight 2000lbs (40 bags)
- Material is to be in 50lb moisture-proof bags
- Pallets of equal value shall be exchanged at time of delivery or arranged between the contractor and the authorized user

Additional delivery requirements not specified above shall be in accordance with Appendix B, Product Delivery and Shipping/Receipt of Product.

5.12 Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one (1) invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>.

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5.13 Weigh Tickets

All shipments of bulk salt (Lot 5, 6, & 9) shall be accompanied by a weight ticket of a licensed weighmaster indicating the producer, net weight of the delivery, and in the case of bulk delivery, the stockpile source. The certification should bear the weighmaster's signature; weights shall be recorded from a scale equipped with a weight printing device. Handwritten weights are not acceptable.

5.14 Audits

OGS reserves the right, directly or through a designated agent, to audit the accuracy of the Contract Usage Reports (see Section 6.23 *Report of Contract Usage*). Audits shall be conducted during regular business hours, upon not less than fifteen (15) Business Days prior written notice. OGS reserves the right, directly or through an agent, to review Contract Usage Reports and other such documentation for accuracy of all required reporting documents for both NYS Authorized Users and other parties using this Contract or resulting agreement. As a result of such review, if inaccuracies of more than 5% are found in any of the reporting documents, Contractors shall pay the cost of such audit or three (3) times the discrepancy, whichever is higher. Failure to make such payments or repeated errors on subsequent audits may result in the scheduling of a responsibility meeting in relation to this Contract.

5.15 Product Sustainability and Liability

Deviation from specifications may result in rejection of any delivery. All costs associated with rejected deliveries will be the responsibility of the contractor.

Should a product be found to be contaminated (after application) with non-specified elements and become cause for environmental concerns that necessitate clean-up of yards, storage facilities, or roadsides, etc., the contractor shall be responsible for any and all expenses incurred.

5.16 Product Returns and Exchanges

In addition to the provisions of Appendix B *Title and Risk of Loss, Product Substitution, and Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within ten (10) Business Days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within thirty (30) calendar days of demand.

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5.17 Unanticipated Excessive Purchase

The State reserves the right to negotiate lower pricing, or to advertise for Bids, for any unanticipated excessive purchase.

5.18 NYS Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS supports requisition-to-payment processing and financial management functions. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: <http://www.sfs.ny.gov> and <https://www.osc.ny.gov/state-agencies/gfo/chapter-iii/iii1-statewide-financial-system-sfs-overview>.

5.19 Americans with Disabilities Act (ADA)

The federal ADA bars employment discrimination and requires all levels of government to provide necessary and reasonable accommodations to qualified workers with disabilities. Bidder is required to identify and offer any Products it manufactures or adapts that may be used or adapted for use by persons with visual, hearing, or any other physical disabilities. Although it is not mandatory for Bidder to have these Products in order to receive an award, it is necessary to identify any such Products offered that fall into the above category.

5.20 N.Y. State Finance Law § 139-I

Pursuant to N.Y. State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL:
<https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-I, any bid by a corporate Bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such Bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the Bidder.

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If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, OGS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on Attachment – *NYS Required Certifications*, which Bidder must submit with its bid.

5.21 Insurance

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment – *Insurance Requirements*.

5.22 Report of Contract Usage

Contractor shall submit Attachment – *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any, no later than the 10th following the close of each calendar quarter. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the report.

Contractors shall specify if any authorized resellers, dealers or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBES), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via email in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report in Attachment – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases, may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

In accordance with Section 6.27 *Environmental Sustainability and NYS Executive Order Number 22*, Contractor shall identify any Products that meet GreenNY Specifications on Contract Usage Reports.

The Authorized User reserves the right to request its applicable sales data from the Contractor, based on criteria identified by the Authorized User, over the life of the contract. If sales data is requested, Contractor must provide datapoints that are required by Attachment – *Report of Contract Usage*.

This Contract may be terminated if, on the one-year anniversary date of the Contract Award, and annually thereafter, the reports required to be filed under this Section show that the Contractor has made no sales to any Authorized User under the Contract for the prior year.

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Termination of the Contract under this Section is in addition to Appendix B – *Termination* and shall take effect upon written notification to the Contractor. The Contract may also be terminated for failure to file the reports required under this Section.

5.23 Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises (“MWBES”) and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

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III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.
1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from the Contract; or (ii) employment outside New York State.
 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.
- B. Form EEO 100 - Staffing Plan. Plan
To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.
- C. NYS Contract System Workforce Utilization Reporting Module (Commodities & Services)
The Contractor shall complete, and shall require each of its subcontractors to complete a Workforce Audit on a quarterly basis throughout the term of this Contract, by the 10th day of April, July, October, and January to report the actual workforce utilized during the previous quarter in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and its subcontractors shall use the NYS Contract System Workforce Audit Module found at the following website: <https://ny.newnycontracts.com>

The Workforce Audits must be completed electronically in the NYS Contract System Workforce Audit Module. Separate audits shall be completed by Contractor and all subcontractors, and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their subcontractors. In limited instances, the Contractor or

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subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

- A. OGS hereby establishes an overall goal of 10% for MWBE participation, 5% for Minority-Owned Business Enterprises ("MBE") participation and 5% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/>. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Business Diversity. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

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V. MWBE Utilization Plan

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE
- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333.1. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an MWBE Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.

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- H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder shall contact the Designated Contacts listed on page 1 of this document for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333.1, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

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3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: **"Introduction to the System - Vendor training"** and **"Contract Compliance Reporting - Vendor Training"** to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/FrontEnd/TrainingList.asp>

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- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on “**Vendor Account Lookup**” to identify the Contractor’s account by company name. Contact information should be reviewed and updated if necessary by choosing “**Change Info.**” It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through “**Request New User.**” When identifying the person responsible, please add “- **MWBE Contact**” after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for “**Contact Us & Support**” then “**Technical Support**” on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month’s activity to: OGS OBD Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.
- F. It is the Contractor’s responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.

IX. Breach of Contract and Liquidated Damages

- A. Where OGS determines that the Contractor is not in compliance with the MWBE requirements of this Section, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women’s Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

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X. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/MWBE>

Vendor must scroll down to the section titled COMMODITY & SERVICE CONTRACTS and use the appropriate forms under this section only.

5.24 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

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

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/>.

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteranDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/Veterans/>

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5.25 Bulk Delivery and Alternate Packaging

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A Contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs. The following required and encouraged attributes apply to all layers of Product packaging.

A. Packaging is **REQUIRED** to have the following sustainability attributes:

1. Pursuant to NYS Hazardous Packaging Law Section 37-0205, the vendor is prohibited from offering packaging or packaging components (inks, dyes, pigments, adhesives, stabilizers, or any other additives) with lead, cadmium, mercury, or hexavalent chromium at concentration levels exceeding 100 parts per million by weight (0.01%).
2. Pursuant to NYS Expanded Polystyrene Foam Container and Loose Packaging Law Section 27-3003, the vendor is prohibited from offering polystyrene loose fill packaging.
3. Packaging must not contain polyvinyl chloride (PVC).
4. Plastic packaging must not be labeled with terms "biodegradable", "decomposable", "degradable", or "oxo-degradable".
5. If packaging is labeled as compostable it must be certified by the Biodegradable Products Institute (BPI), Compost Manufacturing Alliance (CMA), or an equivalent certifier approved by the State.

B. Contractor is **ENCOURAGED** to offer one (1) or more of the following sustainability attributes:

1. Bulk shipping, order consolidation, and right-sizing packaging
2. Ship products in only the manufacturer's packaging
3. Packaging that is:
 - Reusable, including pallets, pallet wrap, boxes, and other types of containers
 - Free of expanded polystyrene
 - Free of per- and polyfluoroalkyl substances (PFAS) (Note: Items that are certified by BPI or CMA are verified PFAS-free)
 - Compostable (Note: Compostable packaging should only be used in areas where a composting facility exists and will accept the material)
 - Recyclable (i.e., accepted by most recycling service providers in NYS)
 - Made of a single material
 - Contains a minimum of 25% post-consumer recycled content

(continued)

C. Verification of Packaging Requirements and Additional Desirable Attributes

At the request of OGS or the Authorized User, the Contractor must provide verification of compliance with one (1) or more of the required sustainability attributes for packaging. OGS and the Authorized User also reserves the right to request information documenting the packaging desirable attributes and other Contractor environmental claims. The following types of verification documentation will be accepted:

- Third-party certification
- Product test results
- Compliance certification or affidavit signed by the manufacturer
- Other acceptable documentation as approved by OGS or the Authorized User

5.26 Environmental Sustainability and NYS Executive Order Number 22

New York State is committed to environmental sustainability, and seeks to minimize the environmental impact of any Products that the State Procures. Executive Order No. 22 *Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program* ("EO 22"), requires State Agencies, authorities, and public benefit corporations ("Affected Entities") to follow GreenNY procurement specifications for commodities, services and technology. The GreenNY specifications consider a wide range of factors including avoidance of toxic substances, pollution reduction and prevention, sustainable manufacturing, reduction of greenhouse gas emissions, packaging, and water conservation. Resources are available on the OGS website at <https://ogs.ny.gov/greenny-purchasing-requirements-and-tools> for procurement managers and Contractors to learn about which Contracts provide environmentally preferable Products.

A. GreenNY Specifications.

A list of GreenNY specifications is located on the OGS website at <https://ogs.ny.gov/greenny/approved-greenny-specifications>. Specification(s) currently applicable to this Contract are Lot 5 Treated Salt Type 1 and Lot 6 -Treated Salt Type 2. See *Attachment – Snow & Ice Specifications* for the applicable specifications. Granular sodium chloride (rock salt) treated with corrosion inhibited liquid magnesium chloride – categorized as Type 1 or Type 2 treated salt. Type 1 is defined as rock salt treated with at least 25% Magnesium Chloride concentration (w/v). Type 2 is defined as rock salt treated with 13 - 24% Magnesium Chloride Concentration (w/v) plus a minimum of 12% Organic Based Performance Enhancer mixed in.

Where applicable and appropriate, available at a competitive cost and where it meets operational objectives, affected entities shall, to the maximum extent practicable, use treated salt as an alternative to untreated salt or sand. Affected entities are encouraged to use treated salt in environmentally sensitive areas. Sand is the least desirable alternative due to the potential for increased human health and ecological impacts.

B. Product Labeling per GreenNY Specifications

Over the life of the Contract, the Contractor must label the environmental attributes of all environmentally preferable Products per the GreenNY specifications, or other applicable environmental specifications for this Contract, on its Contract pricelist (see *Attachment – Pricing*), and in any catalogs, marketing materials, or online ordering portal associated with this Contract.

(continued)

Contractor(s) shall also note Products that meet GreenNY Specifications on Contract Usage Reports (see Section 6.23 *Report of Contract Usage*), in the format requested by OGS.

All claims made about the environmental attributes of the Products and packaging offered shall be consistent with the Federal Trade Commission's (FTC's) *Guidelines for the Use of Environmental Marketing Terms*. The State of New York reserves the right to require the Contractor to remove any environmental claims that are false, vague, misleading or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Authorized User under this Contract.

C. Verification of Contractor Compliance with GreenNY Requirements and Other Environmental Claims

At the request of OGS or the Authorized User, Contractor must provide verification of Product and packaging compliance with GreenNY specifications, required third-party certification(s), minimum amount of recycled content, or other environmental attributes required in the Contract. OGS and the Authorized User also reserve the right to request information documenting the Product and packaging desirable attributes and other Contractor environmental claims.

The following types of verification documentation will be accepted:

- Third-party certification
- Product test results
- Compliance certification or affidavit signed by the manufacturer
- Other acceptable documentation as approved by OGS or the Authorized User

5.27 Consumer Products Containing Mercury

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any Products containing elemental mercury under this Contract.

5.28 Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law"), it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contractors "on behalf of" State Agencies and public authorities and require certain reports from Contractors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

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5.29 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with Section 889 of the National Defense Authorization Act (NDAA) for fiscal year 2019, under any Contract or subcontract resulting from this Solicitation, Bidder or resultant Contractor or Subcontractor shall not provide to the State or Authorized User any equipment, system, or service that uses covered telecommunications equipment or services, as defined by the NDAA, as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception applies or the covered telecommunications equipment or services are covered by a waiver, as set forth in the NDAA and the rules and regulations promulgated thereunder.

5.30 Overlapping Contract Products

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

5.31 Preferred Source Products

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source Program suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such Products meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one (1) or more Preferred Source Program suppliers. An Authorized User must determine if a particular Product is an approved Preferred Source Product and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

5.32 NYS Vendor Responsibility

OGS conducts a review of prospective Contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction Contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website at <http://www.osc.state.ny.us/vendors/index.htm> or to enroll, go

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directly to the VendRep System online at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see the *NYS Vendor File Registration* section. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete and submit the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the Bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

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5.33 NYS Tax Law Section 5-a

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four (4) quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four (4) quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. Only the Form ST-220-CA is required to be filed with OGS. The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Contractor should complete and return the certification forms within five (5) Business Days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors.

Vendors may call DTF at 518-485-2889 with questions or visit the DTF web site at <https://www.tax.ny.gov/> for additional information.

5.34 "OGS or Less" Guidelines

Purchases of the Products included in the Solicitation and resulting Contract are subject to the "OGS or Less" provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two (2) Business Days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

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5.35 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://ogs.ny.gov/procurement/nys-laws-extending-use-state-centralized-contracts>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

5.36 Extension of Use

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

5.37 New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

5.38 Centralized Contract Modifications

A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new Products at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change the contractual term and condition is an example of an amendment.

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- B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new Products, make price level revisions, delete Products, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.
- C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.
- D. All modifications proposed by Contractor shall be processed in accordance with Appendix D – *Contract Modification Procedure*. The Contractor shall submit all requests in the form and format contained in Appendix D – *Contract Modification Procedure*. The form contained within Appendix D is subject to change at the sole discretion of OGS.
- E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B *Modification of Contract Terms*.

5.39 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the Contractor's personnel shall not be impaired by alcohol or drugs of any kind in the performance of the Contract.

5.40 Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

5.41 Samples

- A. **Bidder Supplied Samples** - The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a Contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of the Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Solicitation or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period, the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

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- B. **Enhanced Samples** - When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.
- C. **Conformance with Samples** - Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Solicitation. If in the judgment of the Commissioner the sample or Product submitted is not in accordance with the specifications or testing requirements prescribed in the Solicitation, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.
- D. **Testing** - All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Solicitation, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fail to meet Contract requirements may be at the expense of the Contractor.
- E. **Requests for Samples by Authorized Users** - Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

5.42 Re-Weighing Product

Deliveries are subject to re-weighing at the point of destination by the Authorized User. If shrinkage occurs, which exceeds that normally allowable in the trade, the Authorized User shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authorized User.

5.43 Contract Documents; Electronic Format

OGS requires Contractor to submit all documents to OGS in an electronic format, including electronic copies of documents that require original signatures. Documents requested by OGS should be submitted in the format specified by OGS, which may include a requirement for an electronic signature that has been generated by software (e.g., DocuSign or Adobe Acrobat Sign). Contractor is responsible for retaining all copies and originals (if applicable) of documents submitted to OGS for the term of the Contract and any extensions thereof, and for a period of six (6) years after the term of the Contract has ended. This requirement includes both electronic documents, and original paper documents with required original signatures that have been scanned and submitted electronically. Contractor shall submit such retained documents to OGS upon request. If Contractor seeks to assign the Contract during the term, Contractor shall provide all documents relating to the bid and Contract that it has retained to the successor Contractor (transferee/assignee) upon OGS consent to the assignment.

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5.44 New York State Buy American Salt Act

In accordance with the Buy American Salt Act (State Finance Law § 162-a), when soliciting a Quick Quote for the purchase of rock salt or sodium chloride through this Solicitation, any Authorized User may, at the Authorized User's discretion, award such contract to the responsible and reliable bidder offering to supply rock salt or sodium chloride that is mined or hand harvested in the United States, and which offer is within ten percent (10%) of the lowest price or best value offer per item, rather than to the lowest responsible and reliable bidder for that item.

If the Bidder receives an award under a Quick Quote for any Lot and/or County, and such award is based upon the preference set forth in the New York State Buy American Salt Act (State Finance Law § 162-a) for rock salt or sodium chloride that is mined or hand harvested in the United States and is within ten percent (10%) of the lowest priced offer for such Lot and/or County, then all rock salt or sodium chloride provided by the Bidder/Contractor under such award must be mined or hand harvested in the United States only, throughout the term of any Contract resulting from this Solicitation.

(continued)

Group 32100 Award 23451
Snow & Ice Control Agents (Statewide)

Price Pages
Contractor Information Page

<u>Contract #</u>	<u>Contractor Name</u>	<u>NYS Contract Orders Contact Info & Emergency Contact Info</u>	
PC71100	Aden Mining & Materials Inc. <i>Contractor <u>does not</u> accept NYS Procurement Card</i>	Name: Scott Lesinski Phone #: 845-990-7625 E-Mail: slesinski@adenaggregate.com Hours: 6:00am to 3:00pm (M-F) EST	Name: Mike Polito Title: Sales & Account Aggregate Manager Phone #: 845-600-6427 E-Mail: mpolito@adenaggregate.com
PC71101	All States Construction Inc DBA Gorman Construction <i>Contractor <u>does not</u> accept NYS Procurement Card</i>	Name: Allison Speenburgh Phone #: 518-462-5401 x5110 E-Mail: contractadminNY@asmq.com Hours: 8:00am to 4:30pm (M-F) EST	Name: Allison Speenburgh Title: Project Manager Phone #: 518-462-5401 x5110 E-Mail: aspeenburgh@asmq.com
PC71102	Da-Lee Group Inc DBA Calcium Chloride Sales <i>Contractor <u>does not</u> accept NYS Procurement Card</i>	Name: Wendy Courneyea Phone #: 905-643-1135 x14 E-Mail: wendy@daleegroup.com Hours: 8:00am to 4:30pm (M-F) EST	Name: Josh Powell Title: Business Development Manager Phone #: 905-643-1135 x 380 E-Mail: josh@daleegroup.com
PC71106	Dynasty Chemical Corp <i>Contractor <u>does not</u> accept NYS Procurement Card</i> <i>Prompt Payment Discount 1% / 15 DAYS</i>	Name: Mike Waldman Phone #: 518-229-6453 E-Mail: mjwaldman@dynastychemical.com Hours: 8:00am to 4:30pm (M-F) EST	Name: Kurt Waldman Title: Vice President Phone #: 518-229-5878 E-Mail: kwaldman@dynastychemical.com
PC71103	Innovative Municipal Products (US) Inc DBA Innovative Surface Solutions <i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>	Name: Lindsay Saddler Toll Free Phone #: 800-257-5808 Phone #: 518-729-4319 E-Mail: orders@innovativecompany.com Hours: 7:00am to 4:00pm (M-F) EST	Name: Joe Cashin Title: Director of Sales Phone #: 518-728-1617 E-Mail: jcashin@innovativecompany.com
PC71104	Morton Salt Inc <i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>	Customer Service Toll Free Phone #: 855-665-4540 E-Mail: buyroadsalt@mortonsalt.com Hours: 7:00am to 4:00pm (M-F) CST	Name: Jasmin Simons Title: Highway-Chemical Customer Service Manager Phone #: 630-861-2310 E-Mail: jsimons2@mortonsalt.com
PC71105	Peckham Materials Corp <i>Contractor <u>does not</u> accept NYS Procurement Card</i>	Name: Jeri Camputaro Phone #: 518-945-1120 E-Mail: jcamp@peckham.com Hours: 8:00am to 4:00pm (M-F) EST	Name: Bryan Cole Title: Regional Dispatch Manager Phone #: 518-929-0205 E-Mail: bcole@peckham.com

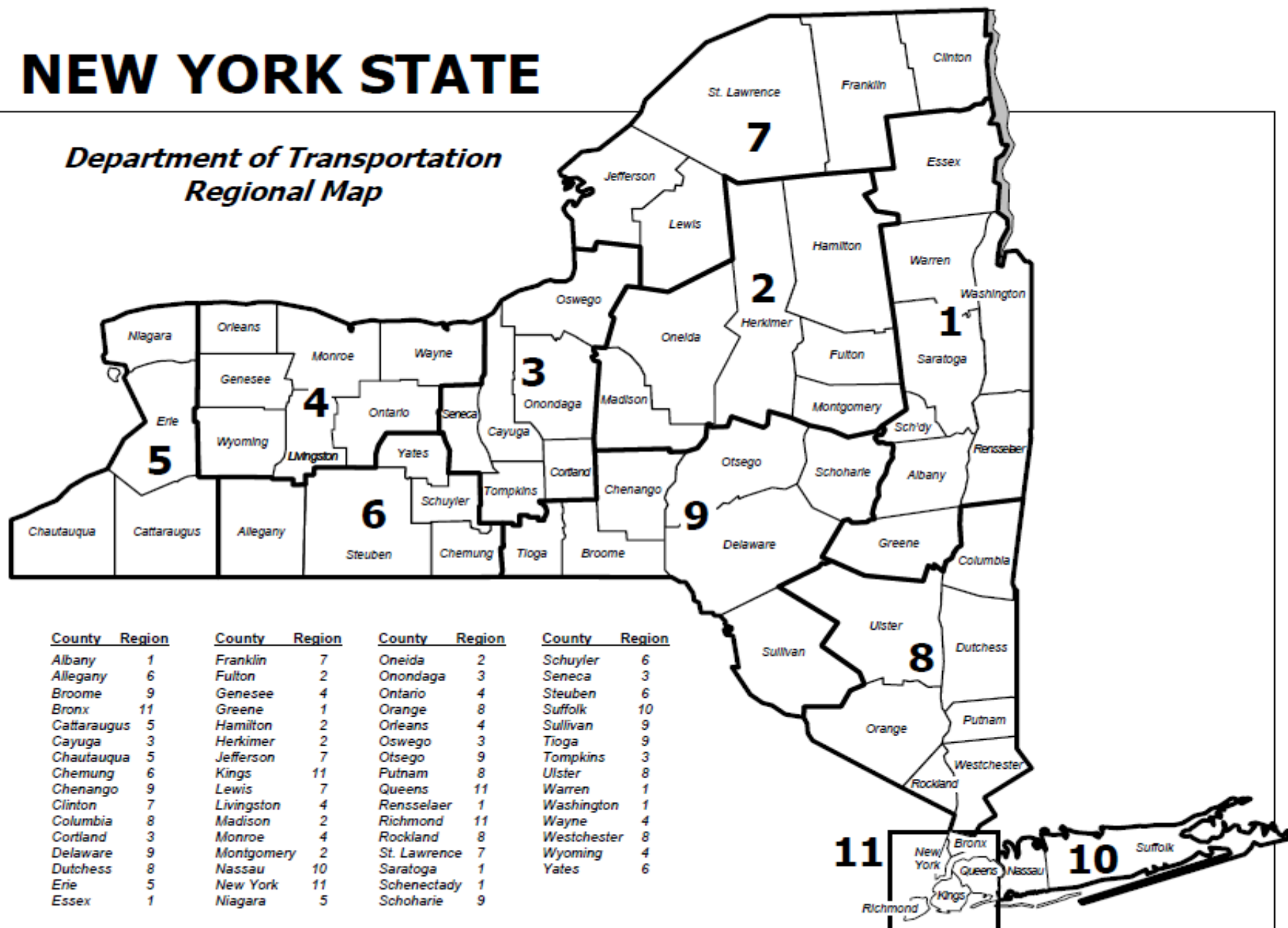
Group 32100 Award 23451
Snow & Ice Control Agents (Statewide)

Price Pages
Contractor Award per LOT

<u>Lot #</u>	<u>Description</u>	<u>Contract #</u>	<u>Contractor Name</u>
1	Liquid Calcium Chloride - Corrosion Inhibited	PC71101	All States Construction Inc dba Gorman Construction
		PC1102	Da-Lee Group Inc dba Calcium Chloride Sales
		PC71105	Peckham Materials Corp
2	Liquid Calcium Chloride with Organic Based Performance Enhancer (OBPE)	NO AWARD	
3	Liquid Magnesium Chloride - Corrosion Inhibited	PC71103	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions
4	Liquid Magnesium Chloride with Organic Based Performance Enhancer (OBPE)	PC71103	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions
5	Treated Salt Type 1 (Bulk)	PC71100	Aden Mining & Materials Inc.
6	Treated Salt Type 2 (Bulk)	PC71100	Aden Mining & Materials Inc.
		PC71104	Morton Salt Inc
7	Calcium Chloride Flake Type S Class A	PC71106	Dynasty Chemical Corp
8	Calcium Chloride Pellet Type S Grade 2 Class B	PC71106	Dynasty Chemical Corp
9	Solar Salt for Brine Making (Bulk)	NO AWARD	
10	Solar Salt for Brine Making (Totes)	NO AWARD	

NEW YORK STATE

Department of Transportation Regional Map



Group 32100 Award 23451
Snow & Ice Control Agents (Statewide)

Price Pages
LOT 1 - Liquid Calcium Chloride - Corrosion Inhibited

<u>Region</u>	<u>Contractor Name</u>	<u>Product Name</u>	<u>Price Per Gallon</u> <i>4,000 Gallon Minimum (1 delivery location)</i>	<u>Price Per Gallon</u> <i>2,000 Gallon Minimum (2 delivery locations)</i>
1	Peckham Materials Corp.	Calcium Chloride w/ Oxiguard	\$1.80	\$1.90
2	All States Construction Inc dba Gorman Construction	Calcium Chloride w/ Oxiguard	\$1.85	\$2.80
3	Da-Lee Group Inc dba Calcium Chloride Sales	Calcium Chloride w/ Oxiguard	\$1.59	\$1.89
4	Da-Lee Group Inc dba Calcium Chloride Sales	Calcium Chloride w/ Oxiguard	\$1.59	\$1.89
5	Da-Lee Group Inc dba Calcium Chloride Sales	Calcium Chloride w/ Oxiguard	\$1.59	\$1.89
6	Da-Lee Group Inc dba Calcium Chloride Sales	Calcium Chloride w/ Oxiguard	\$1.59	\$1.89
7	Da-Lee Group Inc dba Calcium Chloride Sales	Calcium Chloride w/ Oxiguard	\$1.59	\$1.89
8	Peckham Materials Corp.	Calcium Chloride w/ Oxiguard	\$1.80	\$1.90
9	Peckham Materials Corp.	Calcium Chloride w/ Oxiguard	\$1.85	\$1.95
10	NO AWARD			
11	NO AWARD			

Group 32100 Award 23451
Snow & Ice Control Agents (Statewide)

Price Pages
LOT 3 - Liquid Magnesium Chloride - Corrosion Inhibited

<u>Region</u>	<u>Contractor Name</u>	<u>Product Name</u>	<u>Price Per Gallon</u> <i>4,000 Gallon Minimum (1 delivery location)</i>	<u>Price Per Gallon</u> <i>2,000 Gallon Minimum (2 delivery locations)</i>
1	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Mag 26 INH	\$1.20	\$1.40
1	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 1000 INH	\$1.63	\$1.83
2	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Mag 26 INH	\$1.33	\$1.53
2	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 1000 INH	\$1.62	\$1.82
3	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Mag 26 INH	\$1.43	\$1.63
3	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 1000 INH	\$1.70	\$1.90
4	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Mag 26 INH	\$1.48	\$1.68
4	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 1000 INH	\$1.74	\$1.94
5	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Mag 26 INH	\$1.59	\$1.79
5	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 1000 INH	\$1.84	\$2.04
6	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Mag 26 INH	\$1.48	\$1.68
6	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 1000 INH	\$1.83	\$2.03
7	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Mag 26 INH	\$1.45	\$1.65
7	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 1000 INH	\$1.70	\$1.90
8	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Mag 26 INH	\$1.34	\$1.54
8	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 1000 INH	\$1.60	\$1.80
9	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Mag 26 INH	\$1.33	\$1.53
9	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 1000 INH	\$1.63	\$1.83
10	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Mag 26 INH	\$1.59	\$1.79
10	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 1000 INH	\$1.87	\$2.07
11	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Mag 26 INH	\$1.59	\$1.79
11	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 1000 INH	\$1.86	\$2.06

Group 32100 Award 23451
Snow & Ice Control Agents (Statewide)

Price Pages

LOT 4 - Liquid Magnesium Chloride with Organic Based Performance Enhancer (OBPE)

<u>Region</u>	<u>Contractor Name</u>	<u>Product Name</u>	<u>Price Per Gallon</u> <i>4,000 Gallon Minimum (1 delivery location)</i>	<u>Price Per Gallon</u> <i>2,000 Gallon Minimum (2 delivery locations)</i>
1	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	Magic Minus Zero	\$1.68	\$1.88
1	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 2000 INH	\$1.86	\$2.06
2	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	Magic Minus Zero	\$1.73	\$1.93
2	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 2000 INH	\$1.85	\$2.05
3	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	Magic Minus Zero	\$1.77	\$1.97
3	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 2000 INH	\$1.90	\$2.10
4	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	Magic Minus Zero	\$1.81	\$2.01
4	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 2000 INH	\$1.91	\$2.10
5	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	Magic Minus Zero	\$1.92	\$2.12
5	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 2000 INH	\$2.03	\$2.23
6	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	Magic Minus Zero	\$1.92	\$2.12
6	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 2000 INH	\$2.03	\$2.23
7	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	Magic Minus Zero	\$1.78	\$1.98
7	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 2000 INH	\$1.78	\$1.98
8	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	Magic Minus Zero	\$1.69	\$1.89
8	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 2000 INH	\$1.73	\$2.03
9	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	Magic Minus Zero	\$1.69	\$1.89
9	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 2000 INH	\$1.96	\$2.16
10	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	Magic Minus Zero	\$2.13	\$2.33
10	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 2000 INH	\$2.13	\$2.33
11	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	Magic Minus Zero	\$2.03	\$2.23
11	Innovative Municipal Products (US) Inc dba Innovative Surface Solutions	ProMelt Ultra 2000 INH	\$2.03	\$2.23

Group 32100 Award 23451
Snow & Ice Control Agents (Statewide)

Price Pages
LOT 5 - Treated Salt Type 1

Minimum Truckload Quantity: 22 tons per delivery location

<u>County</u>	<u>Contractor Name</u>	<u>Product Name</u>	<u>Price per Ton</u>	<u>Stockpile Location(s) (City, State)</u>
Dutchess	Aden Mining & Materials Inc	One Pass Treated Salt Type 1	\$116.00	Bloomington, NY
Orange	Aden Mining & Materials Inc	One Pass Treated Salt Type 1	\$111.00	Bloomington, NY
Putnam	Aden Mining & Materials Inc	One Pass Treated Salt Type 1	\$116.00	Bloomington, NY
Rockland	Aden Mining & Materials Inc	One Pass Treated Salt Type 1	\$121.00	Bloomington, NY
Sullivan	Aden Mining & Materials Inc	One Pass Treated Salt Type 1	\$118.00	Bloomington, NY
Ulster	Aden Mining & Materials Inc	One Pass Treated Salt Type 1	\$116.00	Bloomington, NY
Westchester	Aden Mining & Materials Inc	One Pass Treated Salt Type 1	\$126.00	Bloomington, NY

DISCLAIMER: If a County is not included in the list above there is No Award under this solicitation.

**Group 32100 Award 23451
Snow & Ice Control Agents (Statewide)**

**Price Pages
LOT 6 - Treated Salt Type 2**

Minimum Truckload Quantity: 22 tons per delivery location				
<u>County</u>	<u>Contractor Name</u>	<u>Product Name</u>	<u>Price per Ton</u>	<u>Stockpile Location(s) (City, State)</u>
Albany	Morton Salt Inc	Bulk Blizzard Wizard	\$104.80	Albany, NY
Bronx	Morton Salt Inc	Bulk Blizzard Wizard	\$156.76	Port Newark, NJ
Columbia	Morton Salt Inc	Bulk Blizzard Wizard	\$109.77	Albany, NY
Dutchess	Morton Salt Inc	Bulk Blizzard Wizard	\$111.66	Albany, NY
Dutchess	Aden Mining & Materials Inc	One Pass Treated Salt Type 2	\$116.00	Bloomington, NY
Fulton	Morton Salt Inc	Bulk Blizzard Wizard	\$111.55	Albany, NY
Greene	Morton Salt Inc	Bulk Blizzard Wizard	\$108.43	Albany, NY
Kings	Morton Salt Inc	Bulk Blizzard Wizard	\$156.76	Port Newark, NJ
New York	Morton Salt Inc	Bulk Blizzard Wizard	\$156.76	Port Newark, NJ
Orange	Aden Mining & Materials Inc	One Pass Treated Salt Type 2	\$111.00	Bloomington, NY
Putnam	Aden Mining & Materials Inc	One Pass Treated Salt Type 2	\$116.00	Bloomington, NY
Putnam	Morton Salt Inc	Bulk Blizzard Wizard	\$123.77	Albany, NY
Queens	Morton Salt Inc	Bulk Blizzard Wizard	\$156.76	Port Newark, NJ
Richmond	Morton Salt Inc	Bulk Blizzard Wizard	\$156.76	Port Newark, NJ
Rockland	Aden Mining & Materials Inc	One Pass Treated Salt Type 2	\$121.00	Bloomington, NY
Rockland	Morton Salt Inc	Bulk Blizzard Wizard	\$126.74	Albany, NY
Saratoga	Morton Salt Inc	Bulk Blizzard Wizard	\$105.21	Albany, NY
Schenectady	Morton Salt Inc	Bulk Blizzard Wizard	\$108.31	Albany, NY
Sullivan	Aden Mining & Materials Inc	One Pass Treated Salt Type 2	\$118.00	Bloomington, NY
Ulster	Morton Salt Inc	Bulk Blizzard Wizard	\$111.11	Albany, NY
Ulster	Aden Mining & Materials Inc	One Pass Treated Salt Type 2	\$116.00	Bloomington, NY
Washington	Morton Salt Inc	Bulk Blizzard Wizard	\$111.54	Albany, NY
Westchester	Aden Mining & Materials Inc	One Pass Treated Salt Type 2	\$126.00	Bloomington, NY
DISCLAIMER: If a County is not included in the list above there is No Award under this solicitation.				

Group 32100 Award 23451
Snow & Ice Control Agents (Statewide)

Price Pages
LOT 7 - Calcium Chloride Flake Type S Class A
(50lb moisture-proof bags - Truckload Delivery by Region)

Minimum Truckload Quantity: 22 Tons		Delivery Time: 10 Business days	
<u>Region</u>	<u>Contractor Name</u>	<u>Product Name</u>	<u>Price per Ton</u>
1	Dynasty Chemical Corp	DOWFLAKE XTRA	\$950.00
2	Dynasty Chemical Corp	DOWFLAKE XTRA	\$950.00
3	Dynasty Chemical Corp	DOWFLAKE XTRA	\$980.00
4	Dynasty Chemical Corp	DOWFLAKE XTRA	\$975.00
5	Dynasty Chemical Corp	DOWFLAKE XTRA	\$975.00
6	Dynasty Chemical Corp	DOWFLAKE XTRA	\$975.00
7	Dynasty Chemical Corp	DOWFLAKE XTRA	\$995.00
8	Dynasty Chemical Corp	DOWFLAKE XTRA	\$950.00
9	Dynasty Chemical Corp	DOWFLAKE XTRA	\$950.00
10	Dynasty Chemical Corp	DOWFLAKE XTRA	\$960.00
11	Dynasty Chemical Corp	DOWFLAKE XTRA	\$995.00

Group 32100 Award 23451
Snow & Ice Control Agents (Statewide)

Price Pages

LOT 8 - Calcium Chloride Pellet Type S Grade 2 Class B

(50lb moisture-proof bags - Truckload Delivery by Region)

Minimum Truckload Quantity: 22 Tons		Delivery Time: 10 Business days	
<u>Region</u>	<u>Contractor Name</u>	<u>Product Name</u>	<u>Price per Ton</u>
1	Dynasty Chemical Corp	Peladow Premier	\$1,030.00
2	Dynasty Chemical Corp	Peladow Premier	\$1,030.00
3	Dynasty Chemical Corp	Peladow Premier	\$1,045.00
4	Dynasty Chemical Corp	Peladow Premier	\$1,070.00
5	Dynasty Chemical Corp	Peladow Premier	\$1,070.00
6	Dynasty Chemical Corp	Peladow Premier	\$1,070.00
7	Dynasty Chemical Corp	Peladow Premier	\$1,070.00
8	Dynasty Chemical Corp	Peladow Premier	\$1,020.00
9	Dynasty Chemical Corp	Peladow Premier	\$1,030.00
10	Dynasty Chemical Corp	Peladow Premier	\$1,110.00
11	Dynasty Chemical Corp	Peladow Premier	\$1,110.00

Fuel Price Adjustment for all Counties -	October	2026
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Group	Description	Award #	Contract No./
32100	Snow & Ice Control Agents (Statewide)	23451	PC71100
			PC71101
			PC71102
			PC71106
			PC71103
			PC71104
			PC71105

OGS Procurement Services has released a new fuel price adjustment for the month of	October, 2026
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FOR LOTS 1 - 4

The fuel price adjustment for the month of October 2026 is	\$3.78	per 1,000 gallons and applies to all counties
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FOR LOTS 5, 6 & 9

The fuel price adjustment for the month of October 2026 is	\$0.76	per ton and applies to all counties
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In accordance with Contract Award Notification #23451 the adjustment is based on the fuel base price of as posted in the EIA Retail On-Highway Diesel Prices for New England PADD1A on 8/03/2026.
All other terms and conditions remain the same.

Contractor Name
Aden Mining & Materials Inc
All States Construction Inc dba Gorman Construction
Da-Lee Group Inc DBA Calcium Chloride Sales
Dynasty Chemical Corp
Innovative Municipal Products (US) Inc DBA Innovative Surface Solutions
Morton Salt Inc
Peckham Materials Corp

3S

\$5.549

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Sabo

Sent To: Public Works

Committee

Date November 10, 2026

Resolution No. G/14

RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - HIGHWAY DEPARTMENT

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

WHEREAS, Resolution G/29/18 authorized a capital project for engineering services related to the Dyken Pond Dam; and

WHEREAS, Additional engineering services are required to complete an overall assessment of the Dyken Pond Dam; and

WHEREAS, Two (2) projects originally budgeted for construction in 2026 have been delayed resulting in a surplus of D.5120.04900 funds; now; therefore, be it

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

HIGHWAY (D) FUND

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
D.5120.04900 Professional Service	\$214,900.00	(\$100,00.00)	\$114,900.00
D.9950.09003 Transfers-Capital Fund	\$0	\$100,000.00	\$100,000.00

HIGHWAY (H) FUND APPROPRIATIONS

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
H.5110.02500. H1187 Dyken Pond	\$49,217.00	\$100,000.00	\$149,217.00
H.5110.50311 H1187 Interfund Transfers	\$49,217.00	\$100,000.00	\$149,217.00

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

November 10, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: BUDGET AMENDMENT

Requested by: HIGHWAY DEPARTMENT

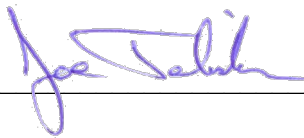
Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 100,000 current year
\$ 0 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 100,000 and ongoing \$ _____
 - e) Other (please explain) _____
- 3) Is this expense or program mandated? Yes _____ No x _____
- 4) Length of expense or project (one time only, ongoing, etc.): One time only

Amendment needed to cover the costs of a Supplemental Agreement for an engineering assessment of Dyken Pond Dam.

Department Head:



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Fleming

Sent To: Contracts & Agreements

Committee

Date November 10, 2026

Resolution No. G/15

**RESOLUTION AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. FOR ENGINEERING DESIGN SERVICES FOR
DYKEN POND - HIGHWAY DEPARTMENT**

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

WHEREAS, Resolution G/273/25 authorized an agreement with Ramboll America Engineering Solutions, Inc. for engineering design services relating to Capital Project H1187 Dyken Pond in an amount not to exceed \$39,510.00; and

WHEREAS, In order to advance the project through the additional phases, a supplemental agreement is required to cover the costs of additional engineering design services; and

WHEREAS, The name and address of the contracting party, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	CURRENT AMOUNT	REVISED AMOUNT
RFP 25-19 Engineering Design Services	Ramboll Americas Engineering Solutions, Inc. 333 West Washington Street, Syracuse, NY 13202	H.5110.02500.H1187	\$39,510.00	\$93,800.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

November 10, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature

Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive



LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: EXECUTION OF ENGINEERING SUPPLEMENTAL AGREEMENT –
DYKEN POND DAM

Requested by: HIGHWAY DEPARTMENT

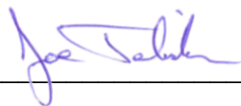
Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 93,800 current year
\$ 0.00 ongoing expenses per year.
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
- 3) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - a) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - c) Tax levy impact for current year \$ 93,800 and ongoing \$ 0.00
 - d) Other (please explain) \$ _____
- 4) Is this expense or program mandated? Yes XX No _____
- 5) Length of expense or project (one time only, ongoing, etc.): Ongoing.

Justification for the appropriation/expenditure requested. This engineering agreement is for design services relating to the Dyken Pond Dam. This project will have a life of greater than 10 years.

Department Head



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Bayly, Fleming

Sent To: Contracts & Agreements

Committee

Date July 8, 2025

Resolution No. G/273/25

RESOLUTION AUTHORIZING AN AGREEMENT WITH RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. FOR ENGINEERING DESIGN SERVICES FOR DYKEN POND DAM, TOWNS OF BERLIN AND GRAFTON - HIGHWAY DEPARTMENT

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

WHEREAS, The Highway Department seeks Legislative approval to enter into an agreement with Ramboll Americas Engineering Solutions, Inc. for engineering design services for the Dyken Pond Dam, in the Towns of Berlin and Grafton; and

WHEREAS, Resolution G/29/18 authorized a capital project for engineering services related to the Dyken Pond Dam; and

WHEREAS, Request for Proposals (RFP) for the noted project have been solicited and ranked according to cost, approach, experience, quality, and familiarity; and

WHEREAS, The County Engineer, following an inclusive review and scoring of the submitted responses to the RFP, has designated Ramboll Americas Engineering Solutions, Inc., 333 West Washington Street, Syracuse, New York 13202, to provide design services for Dyken Pond Dam; and

WHEREAS, The name and address of the contracting party, the funding appropriation code, and the amount to be expended over the life of the agreement are as follows:

<u>CONTRACT DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>ESTIMATED CONTRACT AMOUNT</u>
RFP 25-19 Engineering Design Services for Dyken Pond Dam	Ramboll Americas Engineering Solutions, Inc. 333 West Washington Street, Syracuse, NY 13202	H.5110.02500.H1187	\$39,510.00

; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above described agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes: 17

Nays: 0

Abstain: 0

July 8, 2025

Clerk of the Legislature

Sent to County Executive 7/9/25

Received from County Executive 7/11/25

Jessica R. Chan
Clerk of the Legislature



Executive Action

Approved ☒ Date 7/10/25

Disapproved ☐

Veto Message Attached and Returned to Clerk

Steve F. Murphy
County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the July 8, 2025 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 11th day of July, 2025 at 99 Troy Road, East Greenbush, New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 14th day of July, 2025.

Seal


Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York



RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

August 5, 2025

Kenneth Catino, Project Officer
Ramboll Americas Engineering Solutions, Inc.
333 W. Washington Street
Syracuse, NY 13202

RE: RFP-25-19 Engineering Design Services for Dyken Pond Dam - Rensselaer County Highway
Department – **Notice of Contract Award**

Dear Mr. Catino:

I am pleased to inform you that following an evaluation process completed by the Rensselaer County Highway Department your firm has been selected to provide Engineering Design Services for the Dyken Pond Dam as referenced in the above-referenced Request for Proposal (RFP).

Please contact Joseph Teliska, P.E., County Engineer, Rensselaer County Highway Department at your earliest convenience to discuss the project. Mr. Teliska can be reached directly at (518) 283-0973.

On behalf of Rensselaer County, please accept our appreciation for your participation in this proposal process.

Sincerely,

Christine M. Mariano
Deputy Director
Bureau of Central Services

cc: James R. Gordon, Director, Bureau of Central Services
Shelby Fenton, Deputy County Auditor
Joseph Teliska, P.E., County Engineer, Highway Department
Resolution: G/273/25

RFP-25-19 - Engineering Services for Dyken Pond Dam

Rensselaer County Highway Department

May 20, 2025

RAMBOLL

Bright ideas.
Sustainable change.



Project name	RFP-25-19 - Engineering Services for Dyken Pond Dam	
Client name	Rensselaer County Highway Department	
Type of proposal	Rensselaer County - Department of Engineering and Highways	Ramboll
	Proposal for Engineering Services for the preparation of an Inspection and Maintenance Plan, Emergency Action Plan and an Engineering Assessment of the Dyken Pond Team, Towns of Berlin and Grafton, Rensselaer County, New York	94 New Karner Rd #106,
Date	05/20/2025	Albany, NY 12203
Bidder/Tender	Ramboll Americas Engineering Solutions, Inc.	USA
Ramboll Reference	OPP. 229751	T +1 518 724 7272
		americas.ramboll.com

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James R. Gordon
Director
Bureau of Central Services
99 Troy Road, 4th Floor
East Greenbush, New York 12061

Request for Proposal – RFP-25-19 Engineering Services for Dyken Pond Dam Rensselaer County
Highway Department

Date May 20, 2025

Ramboll
94 New Karner Rd #106,
Albany, NY 12203
USA

T +1 518 724 7272
americas.ramboll.com

Dear Mr. Gordon:

Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to submit this proposal to provide a engineering assessment (EA) for Dyken Pond Dam in connection with the Monroe County Water County's (RENSCOs) Request for Proposal (RFP) titled RFP-25-19. The following summarizes unique qualities that make us the ideal partner for Rensselaer County (RENSCO) on this project:

- **Proven performance with RENSICO:** Ramboll is a trusted. This institutional knowledge and familiarity with RENSICO facilities and operations puts our team on track to successfully complete this project.
- **Cost conscious approach:** As outlined in the technical approach of our proposal, Ramboll has a sound understanding of the key issues unique to this project. We have provided a cost-effective approach that will eliminate unnecessary regulatory burden for RENSICO going forward.
- **Experience with NYSDEC Dam Safety:** In addition to the long history Ramboll has working on NYS regulated impoundments, Ramboll also has respected relationships with key NYSDEC Dam Safety regulators who will be involved in the review and approval of the engineering assessments for this project.

We look forward to the opportunity to further assist RENSICO on this important project. If you have any questions or require additional information regarding this scope or fee, please feel free to contact me at (917) 690-6221 or via email at kcatino@ramboll.com.

Sincerely,



Ken Catino, P.E.
Project Officer

kcatino@ramboll.com

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ATTACHMENTS

Attachment A – Fee Proposal Sheet

Attachment B – Certificate of Compliance

1. Contact Information

Ramboll Project Manager

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94 New Karner Rd #106
Albany, NY 12203
518-724-7257
bedwards@ramboll.com

Ramboll Work Order Contact

Kenneth Catino
Penn 1, 250 W 34th St.
New York, NY 10119
646-253-4920
kcatino@ramboll.com

Pending Subconsultant

Atlantic Testing Laboratories
Andrew Ward, Area Manager
22 Corporate Drive
Clifton Park, NY 12065
award@atlantictesting.com

About Ramboll

Ramboll is a leading engineering, architecture and consultancy company founded in Denmark in 1945. Ramboll employs more than 18,500 people and has especially strong representation in the Nordics, UK, North America, Continental Europe, Middle East and Asia-Pacific. With 300 offices in 35 countries, we combine local experience with a global knowledge base, constantly striving to achieve inspiring and exacting solutions that make a genuine difference to our clients, end-users and society at large. We work across the following markets: Buildings, Transport, Planning & Urban Design, Water, Environment & Health, Energy and Management Consulting.

IN THE AMERICAS

With 2,000 experts across 75 offices in four countries, our work in the Americas spans the private and public sectors, with key clients representing municipalities, federal, state institutions, agencies, not-for-profit and academic communities. While you can access Ramboll's global markets and services through our offices, practitioners in the Americas offer particular expertise in Environment & Health, Water, Energy and Advanced Manufacturing.

IN NEW YORK STATE

In 2019, Ramboll acquired O'Brien and Gere Engineers with a long and established history of serving New York entities across the State. With 8 offices in New York, Ramboll has worked closely with the state agencies including the Department of Environmental Conservation (DEC), Office of General Services (OGS), Department of State (DOS), and Department of Health (DOH). Ramboll has also delivered services for many municipal governments in New York, as well as working with Federal agencies on many New York projects.

WATER

Our experts address water and climate challenges by working across the water cycle from resources and supply, processing and treatment, to sewerage and discharge. We work with municipalities, utilities and industrial clients, drawing on our multidisciplinary expertise to create innovative, sustainable, and livable solutions.

Specifically, Ramboll is known globally and within New York State for its innovative and unique approach to addressing climate impacts, including solutions to address waterfront resiliency. Our approach focuses on whole-system analysis of impacts and risks, striving for innovative designs that incorporate nature-based solutions and connect local communities safely with their waterbodies. Specifically in New York State, Ramboll has led resiliency planning and design projects along the Great Lakes, inland lakes, riverine and stream systems as well as coastal environments. We leverage our years of global experience in Copenhagen and elsewhere, to bring creative solutions to New York.



2. Firm Experience

Dam Engineering Qualifications

Ramboll has been continuously providing dam engineering services to its clients since the early 1960's. These services have included safety inspections dating to the USACE Phase I Inspection Program; hydrologic, hydraulic, structural, and geotechnical investigations; and design and construction management services for new dams and for rehabilitation of existing dams and levees. Our breadth of experience includes dam engineering services for numerous water and power utilities, municipalities, states and the federal government.

Ramboll has a dedicated Dams and Water Resources Division that addresses dam and levee safety issues on a routine basis. Since most dam investigation/design/construction projects are evolutionary in nature due to generally unknown subsurface conditions, our dam engineering staff is accustomed to adapting our project approaches to meet the needs of a specific dam or levee and its site conditions. In addition, our dam engineering staff is supported by approximately 2,000 employees in 75 regional offices. This pool of resources allows us to draw from a wide variety of engineering backgrounds and experience, including environmental permitting and ecological sciences, which provides the flexibility to address most technical issues that would arise on a dam or levee safety project.

Ramboll is also a Sustaining Member of the Association of State Dam Safety Officials (ASDSO) and the United States Society on Dams (USSD). Our involvement in these organizations keeps us abreast of national developments in dam safety and provides opportunities for interaction with regulators and state dam safety staff.

Range Of Services Offered

Dam & Reservoir Design

Ramboll has completed preliminary soils and foundation investigations, feasibility studies, designs, and construction inspection of more than 100 major dam projects in the United States and overseas. The dams have included earth fill, rock fill, concrete gravity, concrete buttress, and roller compacted concrete (RCC). Ramboll offers the following dam engineering services in-house:

- Siting studies
- Inspection and supervision of exploratory programs
- Basis of design
- Complete engineering design
 - Hydrologic
 - Hydraulic
 - Structural
 - Geotechnical
 - Materials
- Hydroelectric power development
- Construction administration
- Special services
 - Emergency Action Plans (EAP) and dam failure analyses
 - Operation & Maintenance (O&M) manuals
 - Project permitting
 - Project start-up
 - Project performance monitoring
- Operation and construction

**Ramboll has been providing
Dam Safety services for
over 80 years**

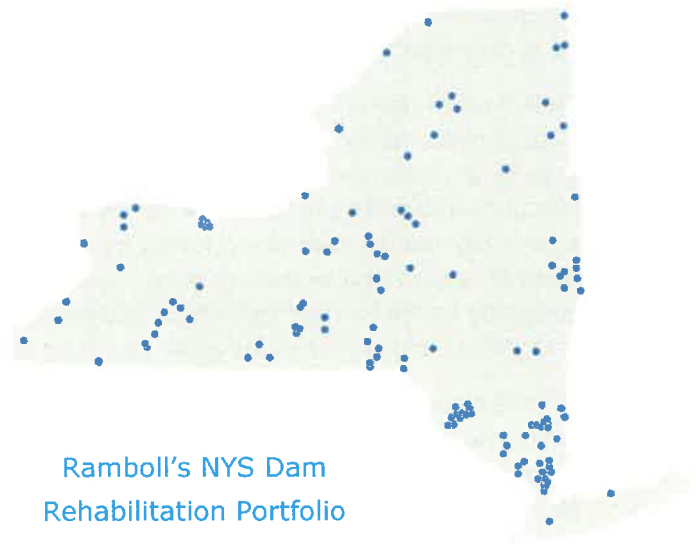
Dam Inspections

Since the inception of the National Dam Safety Program in the late 1970's, Ramboll has inspected several hundred dams and has performed design and construction phase services for rehabilitation of more than 100 dams. We have also developed dam safety programs for many of these owners, including preparation of engineering assessments (EA), emergency action plans (EAP), Inspection & Maintenance (I&M) Plans, periodic inspection and assessment reports, and development of capital improvement plans that allow for phased completion of the required program elements within the budget constraints of the Owner.

Dam Rehabilitation

The majority of our dam design and construction projects have involved rehabilitation of existing structures. Ramboll has conducted exploratory programs, performed detailed investigations, developed remedial designs, and completed rehabilitation measures for more than 100 existing dams and reservoirs. The rehabilitation measures have included the following:

- Structural spillway expansions
- Spillway expansions by means of crest gates or fusegates
- Surface treatment of concrete by means of high strength epoxy, preplaced aggregate concrete, and conventional concrete
- Subsurface grouting
- Installation of post-tensioned rock and soil anchors
- Addition of earth fill, rock fill, filter material, riprap, and RCC to provide stability and prevent erosion
- Stabilization by means of pin piles and steel sheet piling
- Installation of geotextiles and geomembranes
- Construction of slurry wall cut-offs
- Upgrading of outlet works
- Overtopping protection via RCC and Articulated Concrete Blocks (ACB)



Related Services

Ramboll offers a variety of ancillary services related to dam design and rehabilitation, including:

- FERC Part 12D Inspections
- Safe yield and analyses
- Flood plain and insurance studies
- Flood damage surveys and evaluations
- Drainage and storm water management studies
- Siltation studies, including quantity of bottom sediments, volume of accumulated sediments, rates of accumulation; and impact on storage capacity, other surface water supplies, and watersheds
- Hydrographic surveys to characterize supply systems such as on-stream and off-stream reservoirs, surface water diversions, and wells
- Computer modeling to analyze available sources and future demand
- Vulnerability assessments
 - Structural

- Security issues
- Water supply protection
- Operations analyses, and development of best management practices to meet the various levels of drought, seasonal flow, and demand
- Non-structural and structural measures to limit peak discharges
- Erosion control and sediment transport analyses
- Environmental planning, impact studies, and permitting
- Levee inspection and design

Capabilities of Firm

Ramboll has a dedicated Dams and Water Resources Division that addresses dam safety issues on a routine basis. Our dam engineering staff consists of:

- Hydrology/hydraulics
- Geotechnical
- Structural
- Site/civil engineering
- Mechanical and electrical engineering
- Environmental permitting
- Ecological sciences

This full range of capabilities provides us with the flexibility to address most technical issues that would arise on a dam safety project. Our staff uses a variety of software packages for analyzing dams including: HMR-51/52 and state-specific tools for establishing the Probable Maximum Precipitation; HEC-HMS for hydrologic/hydraulic analysis and development of Spillway Design Floods; HEC-RAS for downstream routing of the simulated floods from dam breach analyses and importing dam breach flood data directly into GIS-based inundation mapping; SLOPE-W and SEEP-W for slope stability and seepage analyses of earth embankments; and a variety of structural programs for evaluation of concrete gravity, arch, or buttress dams and spillway systems.

Ramboll provides a suite of technical services that includes investigation, permitting, design, construction, fabrication, and operation/maintenance (O&M) of engineered solutions. This life cycle capability allows us to leverage our staff and skills in construction and O&M into our engineering studies and designs to ensure that we prepare constructible, operable, and maintainable technical solutions for our clients.



Services for the Town of Greece

Greece, NY



Ramboll performed Engineering Assessments of the four dams. The scope of work for the projects included:

- Performing dam safety inspections
- Developing the Spillway Design Floods (SDF)
- Performing Dam Breach Analyses and Hazard Classification Assessments
- Managing subcontracted site surveys and subsurface investigations
- Performing Slope Stability Analyses
- Developing inundation maps
- Preparing Engineering Assessments
- Developing Emergency Action Plans and Inspection & Maintenance Plans

Client | Reference

Town of Greece
John Gauthier
Associate Engineer
(585) 723-2376
JGauthier@greecenyny.gov

Date of Project

2008-2010, 2016

Services Provided

The Town of Greece owns and operates four regional stormwater facilities formed by the following dams:

- Round Pond Creek Dam (NYS ID No. 040-4241)
- English Road Dam (NYS ID No. 040-4294)
- Larking Creek Dam (NYS ID No. 040-4227)
- Maiden Lane Dam (NYS ID No. 040-4425)



Central New York Dam Safety Program

Central New York



Through a contract with the Dormitory County of the State of New York (DASNY), Ramboll provided engineering services in support of dam safety projects in Central New York and the Adirondack Region as part of the New York Works program. Initial services included development of Inspection and Maintenance (I&M) Plans and Emergency Action Plans (EAPs), inspections, field investigations, and engineering assessments to identify remediation work needed to bring each dam into compliance with New York State Department of Environmental Conservation (NYSDEC) regulations for dam safety.

The dams included in the project were Bog River Dam, Lows Lake Dam, Oneida Hatchery Dam, Onondaga Dam, and Papish Pond Dam. The following services included in the scope of work were:

- Developed Spillway Design Floods (SDF), including delineation of contributing watersheds, estimation of watershed parameters, and development of inflow hydrographs. HEC-HMS was used to route inflow hydrographs and evaluate spillway capacity.
- Performed dam breach analyses and developed inundation maps using HEC-RAS. Downstream channel geometry was developed from available LiDAR data, field verification, and site survey.
- Performed incremental hazard evaluations that resulted in hazard classification reductions for three of the five dams.
- Performed dam safety inspections and engineering assessments, and prepared summary reports with evaluation of alternatives for proposed improvements and preliminary construction cost estimates.
- Developed Emergency Action Plans and Inspection & Maintenance Plans.

The project also included design, permitting, and construction administration services for three of the dams under separate phases of work. The Papish Pond Dam improvements included earth embankment regrading and replacement of the principal spillway and outlet works. The Oneida Hatchery Dam project included replacement of the steel sheet pile spillway and concrete outlet culvert through the roadway. Lows Lake Dam improvements included a reinforced concrete toe shear block with a micro pile foundation system and abutment overtopping protection.

Client | Reference

Dormitory County of the State of
New York Organization
Karl Lankenau, PE
(518) 257-3724
KLankena@dasny.org

Date of Project

2012–2019

Services Provided

- Facility Planning: Inspections and preliminary studies
- Permits and approvals
- Engineering analysis & evaluation
- Design
- Engineering services during construction
 - Office engineering series
 - Construction inspection services
 - Construction contract administration

Broome County Dam Safety Program

Binghamton, NY



Client | Reference

Broome County Department of Public Works

Ricky Torres, Assistant Engineer
(607) 778-2910

ricky.torres@broomecountyny.gov

Date of Project

2009–Ongoing

Services Provided

- Development of dam safety program
- Dam safety inspections
- Engineering assessments
- Risk assessment to prioritize dam improvement projects

Broome County owns 23 dams that are regulated by the New York State Department of Environmental Conservation (NYSDEC) Division of Water, Bureau of Flood Protection, Dam Safety Section.

Ramboll developed and implemented a comprehensive dam safety program to bring the dams into compliance with NYSDEC regulations for dam safety (6 NYCRR Part 673).

The dam safety program consisted of the following tasks:

- Verify the hazard classification of each dam
- Develop Emergency Action Plans (EAPs) for each dam (including dam breach analyses and inundation mapping)
- Review of NRCS Operation and Maintenance (O&M) Manuals for conformance with NYSDEC guidelines
- Perform Dam Safety Inspections and submit inspection reports
- Conduct Engineering Assessments (EAs) that include review of previous drawings, reports, and analyses to verify compliance with current regulations and dam safety standards

Ramboll conducted the initial rounds of EA's in 2010 - 2012 and recently completed the second round in accordance with NYSDEC regulations.

Ramboll was retained to evaluate the dam safety improvements recommended in each of the EA's and, through a risk assessment process, prioritize the dam safety projects.

Based on this prioritization, the County authorized Ramboll to proceed with further investigations for erosion protection of the Nanticoke Creek Site 9A emergency spillway. Construction of Ramboll's innovative spillway improvements system were completed in 2019. A similar approach for improvements to Nanticoke Creek Watershed Site 9C Dam was developed by Ramboll, with construction of the work completed in the Fall of 2023.

In addition to completing the second round of EA's, Ramboll is currently retained by the County to develop alternatives for Improvements to Nanticoke Creek Site 13 Dam as well as for the design and permitting of the selected alternative.

3. Personnel Qualifications & Experience

The following team is committed to delivery of this project. Resumes for each individual on the dam safety team can be provided as requested. Further, Ramboll has a long history of developing EAs in New York and this team is dedicated to working with the RENSCO in a collaborative environment to achieve project success.

Name	Project Role
Ken Catino, PE	Project Officer
Brian Edwards	Project Manager
Bob Bowers, PE	QA/QC Manager
Dreher Whetstone, PE	Geotechnical Lead
Johan Anastad, PE	H&H Lead
Kevin Grim, PE	Project Engineer
James Quinn	Cost Estimator\Construction Manager



Ken Catino, PE has an extensive resume of work experience from small privately owned impoundments to management of federal dam safety programs. Mr. Catino has a comprehensive skill-set to provide proficient and effective engineering and consulting services throughout the project development process. He has a proven record of successful large value contract management and execution throughout the northeast with clients such as New York State Department of Environmental Conservation (NYSDEC), Dormitory County of the State of New York (DASNY), New York City Department of Environmental Protection (NYCDEP), and Federal Emergency Management Agency (FEMA).



Brian Edwards has more than 25 years of engineering experience in the area of water resources engineering including pump station design, storage tank design, treatment plan design, hydraulic modeling, field testing, and evaluations/simulations. He is currently responsible for completing contract documents, reviewing schedule and cost of ongoing projects, and technical overview of projects. He also reviews completed work under his supervision; and conducts research and investigation for compiling written reports.



Bob Bowers, PE will serve as the QA/QC manager and has extensive experience with a variety of dam rehabilitation, reservoir management, and civil works projects. He has been involved with investigation and design of earth, rock fill, concrete/masonry and roller compacted concrete dams and has supervised numerous water resources projects, including riverine systems, canals, hydropower facilities, and flood protection. Mr. Bowers has direct responsibility for Ramboll's Dams and Water Resources Division, serves on the Advisory Committee for the Association of State Dam Safety Officials and the Embankment Dams Committee for the United States Society on Dams, and is an approved FERC Independent Consultant.



Dreher Whetstone, PE has extensive geotechnical and environmental engineering experience, including slope stability analyses, subsurface investigations, and seepage and settlement evaluations for earth dams, concrete/masonry dams and embankment systems. He has inspected numerous dams under a variety of dam safety programs, led the geotechnical specific design aspects of dam rehabilitation projects, and performed multiple slope stability and seepage analyses for dam safety assessments. Mr. Whetstone is a Project and Talent Manager with Ramboll and is a member of the USSD Embankment Dams Committee.



Johan Anastad, PE has professional experience in the areas of hydraulics, hydrology, spillway design flood (SDF) evaluations, dam failure analyses, emergency action plan (EAP) preparation, construction inspection, surveying and estimating. He has performed dam-related analysis and design and been involved in all elements of the construction process.



Kevin Grim, PE, a senior project engineer with Ramboll, has professional experience in hydrology, hydraulics, dam failure analyses, dam safety engineering, dam removal, and civil site design and other designs and calculations associated with dams and water resources projects.



James Quinn has extensive experience in the design, development, and construction management of complex civil engineering works, primarily on water resource infrastructure and marine facilities projects. He also has experience with general building and historic preservation, aviation, rail transit, roadway and bridge transportation projects. His experience includes safety plans and audits, quality control administration, site inspection, engineering design, constructability reviews, cost estimating, value engineering, scheduling, project management, payment requisitions, SBA and DBE compliance, failure investigations, and dispute resolutions. Mr. Quinn utilizes his experience in deep foundations; protection of excavations; temporary cofferdams and related control of water features; all aspects of heavy civil construction. He has performed engineered risk evaluations and developed cost-effective design solutions on a wide variety of dam and reservoir capital improvement and rehabilitation projects. His responsibilities include team selection and supervision of technical staff and subcontractors; and to ensure optimal performance on all critical project metrics: safety, quality, schedule, budget, client and stakeholder satisfaction.

4. Technical Understanding and Approach

Project Understanding

The dam is regulated by NYSDEC and are currently classified as Class 'B' intermediate hazard dams. Dyken Pond Dam is located near Bucks Corners, Rensselaer County, New York. The Dam (NYSDEC # 244-1420) is owned and operated by the County.

Ramboll has completed over 200 Engineering Assessments since the revised NYS Dam Safety regulations in 2012

As existing Class 'B' dam, the dam is required to pass the 150% of the 100-Yr storm event as the Spillway Design Flood (SDF). It is essential that the principal spillway safely pass the SDF without causing the overtopping of the dam, the dam is considered non-compliant per New York State CRR Part 673 Dam Safety Regulations.

Per the 2019 NYSDEC periodic inspection a Condition Rating of "Unsound – More Analysis Needed" to the Dyken Pond Dam in accordance with 6 NYCRR Part 673.16. The Condition Rating is due to the dam lacking an engineering study demonstrating that it meets current Dam Safety criteria. The owner of a dam with a Condition Rating of "Unsound – More Analysis Needed" is in violation of ECL Article 15, Section 0507 and 6 NYCRR Part 673.16.

The NYSDEC usually allows forty-five (45) days from their letter for the owner to provide a written response with an update to the schedule of non-compliance tasks. Ramboll understand the scope of the RFP is to comply with the requirements presented in the inspection report, including: procuring a professional engineer, and to issue a response to recognized dam safety deficient analysis.

Project Approach

The current RFP includes engineering assessments for Dyken Pond Dam. Ramboll has a long history of coordinating with the NYSDEC with successful rehabilitation and compliance as part of requirements of the New York State CRR Part 673 Dam Safety Regulations. After performing a site inspection of the impoundments, Ramboll will assess if there are any data gaps to complete the EA and meet the requirements of the 10-year engineering assessments. With proper operation and maintenance of the facility any new deficiencies would be noted and Ramboll would prepare recommendations and a schedule for repairs/monitoring. It is Ramboll's understanding that this assignment would address non-compliance concerns for the impoundment. Ramboll has proposed an initial meeting with NYSDEC to gain support to the project approach. Ramboll has provided a base bid for the EA's and allowance for ancillary topographic survey, subsurface investigations, and materials testing if NYSDEC deems necessary.

Scope of Services

Planning Phase

Project Team Coordination, Records Review, and Data Acquisition

Ramboll will attend an in-person kickoff meeting at the RENSCO office with the RENSCO and project stakeholders to outline the overall project objectives, execution plan, and project schedule. Ramboll will provide minutes to all attendees within one week of the meeting.

Ramboll will gather the documents on file pertaining to the dams including the most recent inspection forms, photos, and supporting records related to the current hazard classification. Ramboll will review available engineering reports, design and construction documentation, inspection and maintenance plans, and determine adequacy of information to ascertain if the existing structure meets current dam safety requirements or if supplemental analysis is required.

Ramboll also proposes one meeting with NYSDEC to outline the scope of the assessments. Ramboll believes this early engagement with state regulators will help align the project objectives with NYSDEC expectations.

Environmental Health and Safety

The Ramboll environmental specialists will conduct a desktop review of the site and the scope of any proposed safety improvements, and environmentally sensitive elements of the project will be identified. Should a particular site require a more detailed review, the professionals have the required specialty skills and can be deployed to conduct further assessments to confirm our environmental position. In our experience with dam projects, potential areas for in-depth reviews that may require further agency coordination include architectural history, archaeology, wetlands, threatened and endangered species, and hazardous materials.

Establish Design Criteria

Based on the project data such as era of construction, influence of original dam owners and designers, and regional conditions that effect probable maximum flood (PMF) conditions, design criteria can vary within a state regulatory portfolio. The dam safety approaches and acceptable design criteria are a continuously improving process; which is why state regulators, such as NYSDEC, require periodic inspections and revisions to an owners "analysis of record." After Ramboll meets with the RENSCO and the NYSDEC Dam Safety Bureau, the project team will establish the project specific parameters for the hydrologic and hydraulic, slope stability, and seepage analysis criteria. As outlined in the NYSDEC dam safety guidelines, some of the federal drivers that influence the approach at the state level include:

- The United States Army Corps of Engineers (USACE)
- The United States Department of Agriculture, Natural Resources Conservation Services (NRCS)
- The United States Department of Energy, Federal Energy Regulatory Commission (FERC)
- The United States Department of Homeland Security, Federal Emergency Management Agency (FEMA)
- The United States Department of the Interior, Bureau of Reclamation (USBR)

Investigation Phase

Visual Inspections

The Ramboll inspections team will perform visual site inspections of the two dams to delineate the previous deficiencies and thoroughly document existing conditions relevant to dam safety. Appurtenant elements of the dam such as spillway, embankment, outlets, controls, instrumentation, and features

within inundation zones will be included in the inspection. Observations will be recorded in site-specific checklists that will be prepared by Ramboll and a photographic inventory will be included in the Inspection Reports.

Ramboll will perform a windshield survey and record the physical characteristics of the downstream watercourse to the anticipated limits of the study. The data collected will determine new developments, and for the inputs of subsequent HEC-RAS models.

Ramboll will facilitate inspections of the inlet structures where applicable and observe the RENSCO staff exercise valves/gates (if feasible) to confirm the ability to perform a controlled drawdown of the impoundment. Although not included in the scope of this work, if requested, Ramboll can perform underwater visual inspections with video log and evaluation of the findings.

Geotechnical Investigation

If existing geotechnical data and associated analyses currently on record are considered inadequate or need to be updated, Ramboll will be responsible for conducting geotechnical test borings, logging soil samples, and evaluating geotechnical properties of subsurface materials via standard penetration testing and laboratory testing of select samples. Advancement of the test borings and performance of standard penetration testing will be conducted in accordance with the requirements of ASTM D1586, and if necessary, extraction of NX rock cores will be conducted in accordance with ASTM D2113. Based on review of existing geotechnical data, Ramboll will be responsible for identification of data gaps and development of a geotechnical investigation program tailored to collecting the needed data to support updated slope stability and seepage analyses.

Approximate borehole locations will be selected during subsurface investigation planning with final boring locations established in the field after a utilities survey has been conducted to verify no conflicts with existing underground utilities. For the purpose of this RFP, Ramboll has assumed four deep boreholes located at critical sections of the embankments to validate previously defined geotechnical assumptions or fill other data gaps and has included this as an allowance in the fee estimate.

A drilling inspector (engineer or geologist), with at least 8 years of experience, will observe all drilling and sampling activities and prepare legible, hand-written field boring logs. The soil samples will be visually classified according to Appendix F of EM 1110-1- 1804, Geotechnical Investigations, and the Unified Soil Classification System (USCS) (ASTM D2488), and care will be taken to identify strata breaks, and provide detailed descriptions of soil samples. Rock cores will be logged in a consistent manner, paying special attention to top of rock conditions, open bedding planes, and solution features. Recovery, RQD, and core water loss shall be noted on all boring logs. During coring, the holes will be taped after each run so that accurate assumption of core loss can be determined at the time the run is made. The inspector will communicate the subsurface conditions encountered to the technical points of contact, as required, or if unexpected or unusual conditions are encountered, including artesian flow or core losses greater than two feet in one run. After completion, all boreholes will be tremie grouted to the original ground surface using a cement-bentonite grout or bentonite hole-plug pellets.

Materials Testing

Once drilling is complete, a laboratory assignment sheet will be developed and will include a list of all samples collected and contain the sample ID, type of sample, depth of the sample, and recovery of the sample with boxes or spaces to indicate the desired lab test. Draft boring logs reviewed by the inspector and the geotechnical engineer will be submitted along with the laboratory request sheet. Proposed laboratory testing as listed below.

This task has assumed a typical minimum testing program for each dam, the laboratory scope may include: particle size distribution analysis ASTM D 6913; Atterberg limits ASTM 4318; Direct Shear Test

ASTM D3080; Unconfined Compressive Strength ASTM D2166; and Moisture content ASTM D 2216. Additional test methods may be assigned depending on the character of the materials encountered.

Topographic, Bathymetric, and Utility Surveying

Ramboll assumes that a topographic survey will not be required to complete the scope as outlined in the RFP or completed prior to submission of the inspection reports and within the AE submission timeline. If NYSDEC determines that a survey shall be conducted to support the impoundment specifications, engineering analysis, or determine finished floors of inundated structures for the hypothetical dam breach scenarios, Ramboll will facilitate the resolution of outstanding Ortho/Topographic data gaps. In this case, Ramboll will perform additional survey as required of the reservoir, impoundment, control works, downstream reach, major utility crossings, roads and bridges, culverts, design obstructions/restrictions, and commercial and residential properties under a separate authorization.

Assessment Phase

Hydrologic and Hydraulic Analysis (H&H)

Ramboll will first review any previous H&H studies and then if deemed inadequate, will conduct a hydrologic analysis of the contributing reservoir covers for each dam and evaluate the hydraulic capacity and overtopping potential of the existing spillway to pass the Spillway Design Flood (SDF). The H&H analysis will be conducted in accordance with the NYSDEC Dam Safety Regulations.

- Develop Upstream Watershed Model (Hydrologic)
 - Ramboll will gather rainfall data for geographic area encompassing dam and its upstream watershed.
 - Ramboll proposes the use of the rain-on-grid model to conduct the hydrologic modeling of the impoundment to determine the inflow hydrograph, route the inflow hydrograph through the dam to determine spillway and existing dam capacity.
- Develop Hydraulic Model (Hydraulic)
 - Ramboll will utilize the methodology in accordance with the NYSDEC Dam Safety Section and in accordance with the criteria set forth for the hydraulics study.
 - Combine data on dam, dam impoundment water body to route the appropriate design storm through the structure and downstream watercourse to develop hydraulic routing model in (USACE) HEC-RAS (steady state). Ramboll will calculate the impoundment drawdown capacity and evaluate the rapid drawdown scenario. Ramboll assumes the model will terminate when attenuation is reached or distance of one mile downstream unless otherwise directed by RENSICO.
 - Ramboll will develop hydrographs for design storms including percentages of the 100-year, and Probable Maximum Flood (PMF) storm events, as design criteria appropriate for the hazard classification.
- Perform a Sunny-Day Dam-Breach Analysis
 - Ramboll will conduct a dam breach analysis using the USACE (USACE) HEC-RAS models. Ramboll will determine which modes of failure are applicable to the dam and will determine the breach parameters based on NYSDEC Guidelines.
 - Ramboll will use USBR empirical and theoretical computational equations as appropriate for the Hazard Classification.
 - Ramboll will conduct breach analysis of the dam for “sunny day” condition (normal pool elevation).
 - Ramboll will develop inundation mapping to determine limits of maximum water surface impact for the “sunny day” breach.
 - Ramboll will identify which downstream structures would be impacted as a result of the breach.
- Perform a Storm-Day Dam Break Analysis
 - Ramboll will develop runoff hydrograph for the downstream watersheds. Ramboll will apply 100-yr, 24-hour storm flows to downstream contributing tributaries if applicable.
 - Ramboll will conduct a dam breach analysis for the SDF as the full PMF of the 100-year, 24-hour storm event).
 - Ramboll will evaluate the same storm scenario under a “no-breach” condition.
 - Ramboll will select the Incremental Design Flood (IDF). This is determined by finding the largest storm event breach and no-breach scenario that produces less than a two-foot difference in maximum water surface elevation downstream of the dam at locations of potential hazard.

Slope Stability Analysis

Ramboll will review the existing embankment dam slope stability analysis on record, if available, to evaluate its adequacy and compliance with NYSDEC Guidelines. If data gaps or changed geotechnical conditions are identified, Ramboll will tailor a geotechnical investigation program to obtain the necessary data to support updated slope stability analysis. Ramboll will then conduct a slope stability analysis of the non-overflow embankment sections of the dam in accordance with NYSDEC Guidelines and calculate actual safety factors required by NYSDEC Guidelines.

Stability and liquefaction potential of the embankments will be evaluated at critical sections using soil, water level, and impoundment observations obtained as part of this assessment. This data will be used to establish soil shear strength properties, stratification and the geometry of the embankment, and foundation materials. The stability evaluations will be completed using the SLOPE/W and SEEP/W® software program (version 2023.1) developed by Geo-Slope International, Ltd. The design soil properties and strengths will be used in the 2D models of the embankments to analyze the load cases. Seepage analyses will be conducted to establish the pore water pressure profile (phreatic surface) through the embankment with calibration using available field instrumentation data. Ramboll will include in their report graphical depictions of the stability runs and seepage runs with the lowest factors of safety for each of the load cases discussed in EM 1110-2-1902. The depictions will show all pertinent data used in the analyses such as soil stratification, soil parameters, piezometric lines, failure circles, etc. Ramboll will also provide electronic SEEP/W and SLOPE/W data files of all configurations analyzed.

The load cases to be analyzed will be as defined by the USACE in Engineering Manual EM 1110-2-1902 – Slope Stability (2003). The USACE EM 1110-2-1902 loading conditions include: normal reservoir pool elevation with steady state seepage, maximum (or surcharge) storage reservoir pool elevation, sudden/partial drawdown of the reservoir from different pool elevations, and earthquake loading conditions. This standard provides target values for factors of safety under each load case.

Ramboll will provide an evaluation of results and feasible concepts for foundation improvements to address stability, erosion, and potential liquefaction concerns.

Hazard Classification Review

Based on the previous Hydraulic modelling efforts and impacts to downstream structures, Ramboll will provide verification of the hazard class. Ramboll will follow the USBR ACER-11 Depth-Velocity flood danger relationship tables to evaluate results. This value proposition of the dam breach downstream impacts may reduce the long-term reporting and regulatory scrutiny by state regulators and ultimately reduce RENSICO operations costs.

Reporting Phase

Engineering Assessment

Ramboll will prepare an Engineering Assessment in accordance with the 1989 revisions to NYSDEC *Guidelines for the Design of Dams* and *DOW TOGS 3.1.4 – Guidance For Dam Engineering Assessment Reports*; the proposed subtasks may include the efforts below:

- A visual inspection report as described above.
- Summary of hydrologic, hydraulic, and model data development in a technical report.
- Findings of the Sunny-Day and Storm-Day breach and no-breach scenarios.
- Potential recommendation for a revision of the Hazard Classification.
- Include the determination/verification of the IDF, Spillway Design Flood (SDF), and an assessment of the existing spillway capacity.

- Include IDF Breach and No-Breach, and Sunny-Day events.
- If the existing spillway does not perform to the minimum dam safety conveyance requirements, provide recommendations for reconfiguring spillway to meet requirements will be provided.

If dam does not meet the slope stability or safety factor requirements of the regulations, provide recommendations for the dam to at a minimum meet regulatory compliance.

Update of Inspection, Operations And Maintenance (IO&M) Plan

Ramboll will develop IO&M plan to bring the impoundment into regulatory compliance.

Update of Emergency Action Plan (EAP)

Ramboll will develop the EAP to bring the impoundment into regulatory compliance.

Client Responsibilities

Our team has reviewed the proposed schedule and understands the immediate action items are on the critical path. Ramboll assumes the RENSCO will be available during the site visit as outlined in the scope herein. Ramboll assumes the RENSCO review period of NYSDEC responses to the action items in the discovery meeting and the revised delivery documents can be completed within 14 calendar days of delivery. Our team assumes any progress or coordination meetings with the RENSCO during the course of the assignment can be accommodated via teleconference (Microsoft Teams).

Deliverables

There will be several physical deliverables for the dam safety services required to successfully execute the project. The following are deemed necessary by Ramboll:

1. Visual Inspection Reports – Attachment to EA
2. Engineering Assessments – including computer files of any newly developed H&H models and stability models.
3. IO&M Plan
4. EAP

5. Schedule

Ramboll is prepared to begin work after receiving NTP. It is anticipated the initial assignment will take approximately 100 calendar days pending weather conditions and review times / coordination with RENSICO and NYSDEC. The following project milestones are proposed to meet the project deadlines.

Projected Project Schedule

NTP	Week of 6/30/25
Visual Inspections	Week of 7/21/25
Discovery Meeting with NYSDEC	Week of 7/28/25
Draft EA	Week of 9/1/25
Final EA	Week of 10/6/25

6. Compensation

The Ramboll Team proposes to provide the services described in this proposal for the fees presented below.

Task	Basis	Estimated Quantity	Unit Billing Rate	Fee
1 – Records Review	Lump Sum	1	N/A	\$ 1,600
2 – Onsite Inspection and Investigation	Lump Sum	1	N/A	\$ 3,215
3 – Engineering Review, Calculations, and Conclusions	Lump Sum	1	N/A	\$ 9,255
4 – Engineering Assessment Report Generation	Lump Sum	1	N/A	\$ 10,800
5 – Preparations of Dam Safety Inspection, Operation, and Maintenance Plan	Lump Sum	1	N/A	\$ 4,985
4 – Development of Emergency Action Plan	Lump Sum	1	N/A	\$ 9,655
Base Bid Total				\$ 36,810
Additional Services for Consideration				
• Additional topographic survey (allowance, if needed)				TBD
• Additional subsurface investigations (allowance, if needed)				TBD
• Additional materials testing (allowance, if needed)				TBD

This summary is supported by the detailed breakdown of estimated labor hours and fees provided on the following page. These fees are based on the scope of services included in the RFP, as well as the approach, clarifications and assumptions outlined herein.

Invoices will be prepared monthly, on the basis of hourly rates plus expenses, as applicable. Services performed as well as additional services requested by RENSCO will be invoiced at the hourly rates reflected in the schedule below; direct expenses and subcontracted technical services will be invoiced at cost (i.e., without markup).

Staff Level/Classification	Hourly Billing Rate - Ramboll
Project Officer (L9)	\$ 250
Project Manager 2 (L8)	\$ 225
Project Manager 1 (L7)	\$ 215
Engineer 3 (L6)	\$ 155
Engineer 2 (L5)	\$ 140
Engineer 1 (L4)	\$ 125
Technician or Administrative Assistant (L3)	\$ 110

OFFICIAL PROPOSAL FORM

RFP-25-19 - Engineering Services for Dyken Pond Dam Rensselaer County Highway Department

Engineering Services for the preparation of an Inspection and Maintenance Plan, Emergency Action Plan and an Engineering Assessment of the Dyken Pond Team, Towns of Berlin and Grafton, Rensselaer County, New York

BID FORM			
SECTION	DESCRIPTION	UNIT	BID AMOUNT
1	Records Review	1	\$1,600
2	On-site Engineering Inspection and Investigation	1	\$3,215
3	Engineering Review, Calculations, and Conclusions	1	\$9,255
4	Engineering Assessment Report Generation	1	\$10,800
5	Preparation of a Dam Safety Inspection & Maintenance Plan	1	\$4,985
6	Development of an Emergency Action Plan	1	\$9,655
	TOTAL BID AMOUNT		\$36,810

Bidder Ramboll Americas Engineering Solutions Inc. **Federal Tax ID:** 16-0980138

Address 33 W Washington St **City** Syracuse **State** NY **Zip** 13202

Authorized Signature  **Print Name** Kenneth Catino

Date May 16, 2025 **Phone** 646-253-4920 **Fax** _____

Email kcatino@ramboll.com

RFP-25-19
DATED: 5/1/25
PAGE: 9

**LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE**

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at 99 Troy Road East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

Ramboll Americas Engineering Solutions Inc.

(Name of Vendor/Company)

Kenneth Catino, Project Officer, Dams & Waterfront

(Person authorized to sign & Title)

333 W Washington St

(Street or Box Number)

Syracuse, NY 13202

City, State, Zip Code)



(Authorized Signature)

5 / 16 / 25
(Date)

SUBMIT THIS FORM WITH YOUR PROPOSAL

Bright
ideas.
Sustainable
change.

RAMBOLL

Via Email

Joseph Teliska, PE
County Engineer
Rensselaer County
Department of Engineering and Highways
124 Bloomingrove Drive, Troy, NY 12180

RE: Additional Investigations and Analyses for Dyken Pond Dam

Dear Mr. Teliska,

July 29, 2026

Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to provide Rensselaer County with this proposal for a change order for additional investigations and analyses for Dyken Pond Dam.

Ramboll recently completed a draft Engineering Assessment (EA) for Dyken Pond Dam. As part of the EA, Ramboll recommended Rensselaer County conduct additional investigations including a topographic survey of Dyken Pond Dam, as well as the three saddle dikes; a subsurface investigation to better establish stability parameters; and an underwater inspection of the upstream sheetpile face of the dam.

Ramboll
PENN 1 - Suite 1822
250 West 34th Street
New York, NY 10119
<https://ramboll.com>

Ref 1940107940

Rensselaer County subsequently requested this proposal to conduct the additional investigations and to update the EA accordingly, prior to submission to the New York Department of Environmental Conservation Dam Safety Section.

Task 1 – Field Investigations

Task 1.1 Topographic Survey

Ramboll will retain Control Point Associates Inc., PC (Control Point) to conduct a topographic survey of Dyken Pond Dam and the three saddle dikes.

The survey will establish the correct dam crest elevations for use in the hydraulic models, as well as dimensions for use in the updated stability analyses.

Ramboll will conduct a virtual kickoff meeting with Control Point and Rensselaer County but will not accompany the surveyor in the field.

Task 1.2 Subsurface Investigation

Ramboll will retain Parratt-Wolff, Inc. to provide geotechnical investigation services, including up to three (3) cores through the dam. The results of the investigation will be used to establish engineering parameters for updating the stability analyses presented in the Engineering Assessment.

The investigation will include coring through the masonry dam, as well as continuous soil sampling of the foundation soils beneath the dam to termination depths of up to 40 feet. The drilling will be accomplished using a track-mounted Geoprobe drilling rig. Given the difficult access to the southern section of dam crest, which would require a crane, only the northern section of the dam will be drilled. Ramboll will provide full-time on-site oversight by a geotechnical engineer, who will observe and coordinate the field activities.

This activity is expected to require up to five (5) workdays of field effort including drilling rig access, setup on the dam, concrete coring, foundation drilling, and associated sampling activities. Selected soil and masonry samples, where deemed appropriate, will be lab-tested for characterization and strength properties.

Task 1.3 Underwater Inspection

Ramboll will retain Seaway Diving and Salvage Co., Inc. to conduct an underwater (diving) inspection of the sheetpile upstream face of Dyken Pond Dam and exterior of the low-level outlet tower. The inspection will allow for observation of the condition of the sheetpile face conditions, without requiring lowering of the reservoir. Ramboll will provide full-time on-site oversight during the inspection, which is expected to last one (1) day of field effort.

Task 2 – Analyses and EA Updates

Using the results of the investigations performed in Task 1, Ramboll will make the following updates to the EA and associated analyses:

- Revise the hydrologic and hydraulic modeling based on the updated survey data and re-run the models and incorporate the findings into Section 6.
- Review and Prepare test boring logs and identify subsurface profile and engineering properties based on field inspection and laboratory testing. Then, perform a structural stability assessment incorporating dam and subsurface data and include the findings in Section 8.
- Update Section 5 incorporating findings from the underwater inspection regarding the condition of the sheetpile upstream face and exterior of the low-level outlet tower.
- Update Section 10 by removing, adding, and revising recommendations as necessary based on the findings of the investigations and subsequent analyses.

PROJECT ASSUMPTIONS

Ramboll made the assumptions listed below to develop our estimated project fee. If additional effort is required, Ramboll will discuss with Rensselaer County how to proceed, with the understanding that additional funding may be required.

- Two (2) in-person events will include Ramboll coverage during the subsurface investigation and diving inspection. Additional site visits or on-site meetings are not included in this scope.
- Ramboll will conduct one (1) conference call with Rensselaer County to discuss findings of the investigations and updates to the EA report.
- The survey kickoff meeting will be conducted virtually.



- The EA report will include one (1) round of revisions and does not include revisions requested by state regulators.

SCHEDULE and DELIVERABLES

Task 1: Ramboll will notify subcontractors within 1 week of acceptance of this proposal by Rensselaer County to schedule their respective investigations, understanding the time to complete will be dependent on their workloads and could be variable. We anticipate the diving inspection and survey can be completed within 4 to 6 weeks of Notice to Proceed. Please note, specialized drilling contractors like Parratt Wolff can sometimes have longer wait times.

Task 2: Ramboll will complete the updated hydrologic and hydraulic modeling with 4 weeks of completion of the survey. Additional report updates, except for analyses requiring subsurface data will be completed during the same time. Analyses based on the subsurface data will be completed within 4 weeks of receipt of boring logs and any lab testing on samples.

The expected duration to complete the scope of work is about 16 – 20 weeks from Notice to Proceed. The final deliverable will include the updated EA report, subsurface investigation memo, and three (3) physical copies of the survey.

FEE PROPOSAL

Ramboll proposes to perform the above tasks for a Lump Sum amount of \$93,800 as a change order to the existing contract. Invoicing will be monthly, based on estimated percent complete for each task.

Task 1 – Field Investigations

Topographic Survey	\$12,600
Geotechnical Investigation	\$39,300
Diving Inspection	\$ 8,100
Engineering Support Time	\$ 8,900

Task 2 – Analyses and EA Updates	\$24,900
----------------------------------	----------

TOTAL FEE: \$93,800



Should this proposal and attached Standard Service Terms and Conditions be acceptable to Rensselaer County, please execute below and return a copy to the undersigned. Your signature constitutes agreement to the attached Terms and Conditions and authorization to proceed with the work. If you have any questions about our proposal, please contact the undersigned.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "Ken Catino".

Ken Catino, PE

Project Officer

Water Infrastructure and Climate Adaptation

D +1 (917) 690 6221

Email kcatino@ramboll.com

Organization: _____

Name: _____

Signature: _____

Date: _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Sabo

Sent To: Contracts & Agreements

Committee

Date November 10, 2026

Resolution No. G/16

RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUNICIPALITIES FOR SNOW AND ICE REMOVAL – HIGHWAY DEPARTMENT

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

WHEREAS, The County of Rensselaer has historically contracted with a number of Towns for snow plowing, salting, and sand application on various segments of County roads; and

WHEREAS, The Rensselaer County Engineer has recommended the execution of similar agreements with the Towns of Brunswick, East Greenbush, Petersburg, Poestenkill, Schaghticoke and Schodack; and

WHEREAS, The Highway Department seeks Legislative approval to enter into agreements with the various County Municipalities noted above for snow and ice removal for the period of October 1, 2026 through April 30, 2027; and

WHEREAS, Payments made to these County Municipalities under the terms of these agreements shall be paid from the Highway Department's operating budget code D.5142.04800, to a maximum total expenditure of \$70,000.00; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-described agreements, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

November 10, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Snow and Ice Agreement

Requested by: _____ HIGHWAY DEPARTMENT _____

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 35,000.00 current year
\$ 35,000.00 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 35,000.00 and ongoing \$ 35,000.00
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No xx
- 4) Length of expense or project (one time only, ongoing, etc.): Snow and Ice agreement will be in effect October 1, 2026 thru April 30, 2027

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: It is labor-cost and traffic-safety effective to designate short county road sections that are already traversed by town highway plows trucks to engage in plow operations of these county roads segments

Department Head:



RENSSELAER COUNTY DEPARTMENT of ENGINEERING and HIGHWAYS

Steven F. McLaughlin
County Executive

W. Joseph Teliska, P.E.
County Engineer

2026-2027 SNOW & ICE AGREEMENTS

SNOW & ICE AGREEMENT TOWN OF BRUNSWICK SCHEDULE "A"

CR #	ROAD NAME	DESCRIPTION	MILEAGE
135	TOWN OFFICE ROAD	FROM NYS RTE 7 TO CR # 134	1.608
141	SOUTH LAKE AVE.	CITY LINE AT NYS RTE 2 TO CITY LINE ON SOUTH LAKE AVE.	0.563
144	NORTH LAKE AVE.	CITY LINE TO NYS RTE 142	2.530
TOTAL			4.701

SNOW & ICE AGREEMENT TOWN OF EAST GREENBUSH SCHEDULE "A"

CR #	ROAD NAME	DESCRIPTION	MILEAGE
57	PHILLIPS ROAD	FROM CR # 58 TO NYS RTE # 9&20	1.40
59	SHERWOOD AVE.	FROM NYS RTE # 151 TO NYS RTE # 9&20	0.70
60	HAMPTON AVE.	FROM NYS RTE # 9&20 TO NYS RTE # 51	1.20
63	OLD RED MILL RD.	FROM NYS RTE # 151 TO RENSSELAER CITY LINE	0.30
TOTAL			3.60

**SNOW & ICE AGREEMENT
TOWN OF POESTENKILL**

SCHEDULE "A"

<u>CR #</u>	<u>ROAD NAME</u>	<u>DESCRIPTION</u>	<u>MILEAGE</u>
40	PLANK ROAD	FROM NYS RTE 351 TO CR RTE # 79	1.50
		TOTAL	1.50

**SNOW & ICE AGREEMENT
TOWN OF PETERSBURG
SCHEDULE "A"**

<u>CR #</u>	<u>ROAD NAME</u>	<u>DESCRIPTION</u>	<u>MILEAGE</u>
91	EAST HOLLOW RD.	FROM NYS RTE 2 TO NYS RTE 2	2.144
92	HILLS HOLLOW &	FROM NYS RTE 2 TO DAYFOOT ROAD NYS RTE 2	1.145
94	DILL BROOK ROAD	FROM NYS RTE 2 TO NYS RTE 2	1.632
		TOTAL	4.921

**SNOW & ICE AGREEMENT
TOWN OF SCHODACK
SCHEDULE "A"**

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

**SNOW & ICE AGREEMENT
TOWN OF SCHAGHTICOKE
SCHEDULE "A"**

<u>CR #</u>	<u>ROAD NAME</u>	<u>DESCRIPTION</u>	<u>MILEAGE</u>
116	OIL MILL HILL	FROM RTE 40 TO CITY LINE	0.263
124	NEW TURNPIKE RD.	TROY CITY LINE TO DEAD-END	0.585
127	RIVER ROAD	TROY CITY LINE TO TOWN ROAD	0.820
		TOTAL	1.941

**Rensselaer County
And
Town of
Schaghticoke**

This Service Agreement (“Agreement”) made on the date set forth below between **Rensselaer County** located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and **Town of Schaghticoke** located at 290 Northline Drive, Melrose, New York 12121, hereinafter called the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Vendor, as weather dictates, plows and sands local roads in its jurisdiction; and

WHEREAS, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

WHEREAS, Resolution Number G-_____-26 of the Rensselaer County Legislature authorized an Agreement with the Vendor;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

CR #	Road Name	Description	Mileage
116	Oil Mill Hill	From Route 40 to City Line	0.263
124	New Turnpike Road	Troy City Line to Dead-End	0.585
127	River Road	Troy City Line to Town Road	0.820
		Total	1.941

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

2. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2026** and shall terminate on **April 30, 2027**.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed \$ _____ for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. LIABILITY

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS

COMPLIANCE Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

11. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

**Rensselaer County
And
Town of Petersburg**

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of Petersburg** located at PO Box 125, Petersburg, New York 12138, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Vendor, as weather dictates, plows and sands local roads; and

WHEREAS, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

WHEREAS, Resolution Number **G- -26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

CR #	Road Name	Description	Mileage
91	East Hollow Road	From NYS Route 2 to NYS Route 2	2.144
92	Hills Hollow & Dayfoot Road	From NYS Route 2 to NYS Route 2	1.145
94	Dill Brook Road	From NYS Route 2 to NYS Route 2	1.632
		Total	4.921

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

2. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2026** and shall terminate on **April 30, 2027**.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed \$_____ for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. LIABILITY

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

11. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

**Rensselaer County
And
Town of Schodack**

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of Schodack** located at 265 Schuurman Road, Castleton, New York 12033, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Vendor, as weather dictates, plows and sands local roads in its jurisdiction; and

WHEREAS, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

WHEREAS, Resolution Number **G- -26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

CR #	Road Name	Description	Mileage
8	Stoney Point Road	NYS Route 9J to Western Road	1.50
		Total	1.50

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

2. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2026** and shall terminate on **April 30, 2027**.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed \$_____ for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. LIABILITY

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

11. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

**Rensselaer County
And
Town of Brunswick**

This Service Agreement (“Agreement”) made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and **Town of Brunswick** located at 336 Town Office Road, Troy, New York 12180, hereinafter called the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Vendor, as weather dictates, plows and sands roads in its jurisdiction; and

WHEREAS, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

WHEREAS, Resolution Number **G- 26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

CR #	Road Name	Description	Mileage
135	Town Office Road	From NYS Route 7 to County Route 134	1.608
141	South Lake Avenue	City Line at NYS Route 2 to City Line on South Lake Avenue	0.563
144	North Lake Avenue	City Line to NYS Route 142	2.530
		Total	4.701

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

2. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2026** and shall terminate on **April 30, 2027**.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed \$ **or the Term of this Agreement**. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. LIABILITY

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

11. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

Rensselaer County
And
Town of East Greenbush

This Service Agreement (“Agreement”) made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and **Town of East Greenbush** located at 225 Columbia Turnpike, Rensselaer, New York 12144, hereinafter called the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Vendor, as weather dictates, plows and sands local roads in its jurisdiction; and

WHEREAS, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

WHEREAS, Resolution Number **G- 26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

CR #	Road Name	Description	Mileage
57	Phillips Road	From County Road 58 to NYS Route 9 & 20	1.40
59	Sherwood Avenue	From NYS Route 151 to NYS Route 9 & 20	0.70
60	Hampton Avenue	From NYS Route 9 & 20 to NYS Route 151	1.20
63	Old Red Mill Road	From NYS Route 151 to Rensselaer County Line	0.30
		Total	3.60

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

2. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2026** and shall terminate on **April 30, 2027**.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed \$ _____ for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. LIABILITY

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods,

labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

11. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

**Rensselaer County
And
Town of Poestenkill**

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of Poestenkill** located at 38 Davis Drive, Poestenkill, New York 12140, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Vendor, as weather dictates, plows and sands local roads in its jurisdiction; and

WHEREAS, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

WHEREAS, Resolution Number **G- 26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

CR #	Road Name	Description	Mileage
40	Plank Road	From NYS Route 351 to County Route 79	1.50
		Total	1.50

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

2. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2025** and shall terminate on **April 30, 2026**.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed \$_____ for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of

this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows:
Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. LIABILITY

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

11. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Sabo

Sent To: Contracts & Agreements

Committee

Date November 10, 2026

Resolution No. G/17

**RESOLUTION AUTHORIZING AN AGREEMENT WITH WORKPLACE SAFETY CONSULTANTS
D/B/A WORKPLACE SCREENING CENTERS FOR OCCUPATIONAL HEALTH SERVICES -
HIGHWAY DEPARTMENT**

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

WHEREAS, The Highway Department ("Department") requires occupational health services for all non-administrative employees, including but not limited to, Federally mandated drug and alcohol testing, pre-employment exams, annual audiograms and after-hours drug and alcohol exams; and

WHEREAS, The Department received quotes for such services from qualified contractors, with Workplace Safety Consultants d/b/a Workplace Screening Centers, 1764 US 9 #1119, Clifton Park, New York 12065 providing the most advantageous quote; and

WHEREAS, The Department seeks Legislative approval to enter into a two-year agreement with Workplace Safety Consultants, who will provide occupational health services, beginning January 1, 2027 through December 31, 2028 at a cost not to exceed \$11,230.00; and

WHEREAS, The start and end dates of such agreement, the source of funding of the same, The total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, and the name and address of the contracting party are as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Occupational Health Services	Workplace Safety Consultants	D.5110.04900	2027 - \$5,615.00
1/1/2027 - 12/31/2028	DBA: Workplace Screening Centers		2028 - <u>\$5,615.00</u>
	1764 US 9 #1119		Total \$11,230.00
	Clifton Park, N.Y. 12065		

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-described agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

November 10, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Drug and Alcohol Testing

Requested by: _____ HIGHWAY DEPARTMENT _____

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 5615.00 current year
\$ 5615.00 ongoing expenses per year

- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____

a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____

d) Tax levy impact for current year \$ 5615.00 and ongoing \$ 5615.00

e) Other (please explain) \$ _____

- 3) Is this expense or program mandated? Yes x No _____

- 4) Length of expense or project (one time only, ongoing, etc.): Two (2) year contract.

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: this is a two (2) year contract for federally mandated random drug and alcohol testing of our employees, as well as post accident testing. This contract will also include contractually required audio-grams and pre-employment exams.

Department Head:

RFQ – Alcohol and Substance Abuse Testing Including Audiogram Testing

Service	1 st Year	2 nd year
Urine Drug Collection with Results	Each \$ <u>105.00</u>	Each \$ <u>110.00</u>
Given 4 times per year to cover required # of employees (Approximately 50) (50% = 25 employees)	Total \$ <u>2,625</u>	Total \$ <u>2,750</u>

Service	1 st Year	2 nd year
New-Hire Drug & Alcohol Test	Each \$ <u>105.00 - drug</u> <u>65.00 - BA</u>	Each \$ <u>110.00 - drug</u> <u>70.00 - BA</u>
(Four tests per year estimate)	Total \$ <u>680.00</u>	Total \$ <u>720.00</u>

Service	1 st Year	2 nd year
Post Drug & Alcohol Test	Each \$ <u>105.00 - drug</u> <u>65.00 - BA</u>	Each \$ <u>110.00 - drug</u> <u>70.00 - BA</u>
(One test per year estimate)	Total \$ <u>170.00</u>	Total \$ <u>180.00</u>

Service	1 st Year	2 nd year
Alcohol Breath Test	Each \$ <u>65.00</u>	Each \$ <u>70.00</u>
(Required 10% = 5 employees)	Total \$ <u>325.00</u>	Total \$ <u>350.00</u>

Service	1 st Year	2 nd year
Random Pool Set-up Fee	\$ <u>—</u>	\$ <u>—</u>

Service	1 st Year	2 nd Year
---------	----------------------	----------------------

N/A
App to
be in,
until employee
comes in for testing.

RFQ – Alcohol and Substance Abuse Testing Including Audiogram Testing

Audiogram	Each \$ <u>65.00</u>	Each \$ <u>70.00</u>
(Approximately 50 Employees) (annual)	Total \$ <u>3250.00</u>	Total \$ <u>3500.00</u>

Service	1st Year	2nd year
Any annual fees	\$ <u>—</u>	\$ <u>—</u>
Purpose: _____ _____		

Service	1st Year	2nd year
On-Site Fee	Each \$ <u>—</u>	Each \$ <u>—</u>
(For random tests given at Highway Department)	Total \$ <u>—</u>	Total \$ <u>—</u>

If cost is included in cost of test, are there any restrictions to mileage or time and what are they?
Include any additional fees if restrictions are exceeded. _____

Total Year 1 \$ 7,050

Total Year 2 \$ 7,500

Grand Total \$ 14,550

RFQ – Alcohol and Substance Abuse Testing Including Audiogram Testing

REQUIRED SERVICES TO BE PROVIDED UNDER THIS PROPOSAL

Service	1 st Year	2 nd year
Urine Drug Collection with Results	Each \$ <u>85.00</u>	Each \$ <u>90.00</u>
<i>Given 4 times per year to cover required # of employees (Approximately 50) (50% = 25 employees)</i>	Total \$ <u>2,125</u>	Total \$ <u>2250</u>

Service	1 st Year	2 nd year
New-Hire Drug & Alcohol Test	Each \$ <u>124.00</u>	Each \$ <u>129.00</u>
<i>(Four tests per year estimate)</i>	Total \$ <u>496</u>	Total \$ <u>516</u>

Service	1 st Year	2 nd year
Post Drug & Alcohol Test	Each \$ <u>124.00</u>	Each \$ <u>129.00</u>
<i>(One test per year estimate)</i>	Total \$ <u>124.00</u>	Total \$ <u>129.00</u>

Service	1 st Year	2 nd year
Alcohol Breath Test	Each \$ <u>39.00</u>	Each \$ <u>39.00</u>
<i>(Required 10% = 5 employees)</i>	Total \$ <u>195</u>	Total \$ <u>195</u>

Service	1 st Year	2 nd year
Random Pool Set-up Fee	\$ <u>NONE</u>	\$ <u>NONE</u>

RFQ – Alcohol and Substance Abuse Testing Including Audiogram Testing

Service	1st Year	2nd Year
Audiogram	Each \$ <u>45.00</u>	Each \$ <u>45.00</u>
(Approximately 50 Employees) (annual)	Total \$ <u>2,250</u>	Total \$ <u>2,250</u>

Service	1st Year	2nd year
Any annual fees	\$ <u>275.00</u>	\$ <u>275.00</u>
Purpose: <u>less 24 notice for</u> <u>PA, RS, RC</u>		

Service	1st Year	2nd year
On-Site Fee	Each \$ <u>NONE</u>	Each \$ <u>NONE</u>
(For random tests given at Highway Department)	Total \$ _____	Total \$ _____

If cost is included in cost of test, are there any restrictions to mileage or time and what are they?
Include any additional fees if restrictions are exceeded. _____

Total Year 1 \$ 5,615

Wait time after 1st
hour 30.00

Total Year 2 \$ 5,615

Direct Observation
50.00

Grand Total \$ 11,230

**Rensselaer County
And
Workplace Safety Consultants dba Workplace Screening Centers**

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County on behalf of the Highway Department, with a principal place of business at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and Workplace Safety Consultants dba Workplace Screening Centers, with a principal place of business at 1764 Rt. 9 #1112, Clifton Park, New York 12065 hereinafter called the "Vendor." County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Vendor is engaged in the business of performing alcohol and drug testing; and

WHEREAS, the County seeks to satisfy its federal mandated alcohol and drug testing needed for all drivers having a CDL License; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

Vendor agrees to provide health services to include, but are not limited to, federally mandated alcohol and drug testing, pre-employment exams, annual audio grams and after hours drug exams for all non-administrative employees.

2. TERM OF CONTRACT

This Agreement shall commence on **January 1, 2027** and shall terminate on **December 31, 2028**.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor the fees and costs set forth on **Schedule 1**, a sum not to exceed **\$12,000.00** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to

the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. INDEMNIFICATION

Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

- A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and

Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Sabo

Sent To: Public Works Committee Date November 10, 2026

Resolution No. G/29

**RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF EMERGENCY LIGHTING
UPGRADES FOR THE FAMILY COURT FACILITY - BUILDINGS DEPARTMENT**

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

WHEREAS, The Buildings Department seeks Legislative approval to purchase and install emergency lighting upgrades at the Family Court Facility, 1504 Fifth Avenue, Troy, NY 12180; and

WHEREAS, Emergency lighting throughout the Rensselaer County Family Court Facility have become worn and outdated in many areas, causing a need for upgrades to ensure public safety and to meet current life safety codes; and

WHEREAS, A project to address the noted concerns at the Family Court location has started with three (3) site visit quotes obtained for the necessary work; and

WHEREAS, Finelli Construction, Inc., 359 Broadway, Troy, NY 12180 submitted the lowest and most advantageous quote of \$12,345.00 for the total project cost; and

WHEREAS, Funding for this project, fully reimbursable within the "Court Cleaning and Minor Repairs" program (Chapter 686, Laws of 1996), has been approved by the State of New York Unified Court System-Third Judicial District; and

WHEREAS, The Department will utilize funds available within the 2026 Rensselaer County Adopted Budget via appropriation code A.1620.04501; and

WHEREAS, This purchase is being made in accordance with the policies and procedures set for in the Rensselaer County Purchasing Guidelines; and

WHEREAS, The name and address of the vendor, the source of funding for this purchase, and the total amount to be expended for this purchase, which shall not exceed budgeted appropriations is as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION</u> <u>CODE</u>	<u>AMOUNT</u>
Emergency lighting and installation	Finelli Construction 259 Broadway Troy, New York 12180	A.1620.04501	\$12,345.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Director of the Bureau of Central Services is authorized to sign a purchase order for the above-described purchase.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

November 10, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF EMERGENCY LIGHTING UPGRADES FOR THE FAMILY COURT FACILITY-BUILDINGS DEPARTMENT

Requested by: Buildings Department

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 12,345.00
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ 12,345.00 and length of time state funding is available 4/1/26-3/31/27 Is it available for ongoing expenses? N/A
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year _____ ongoing \$ N/A
 - e) Other (please explain): _____
- 3) Is this expense or program mandated? Yes _____ No X
- 4) Length of expense or project (one time only, ongoing, etc.): One Time Only
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The emergency lighting has become worn and outdated in many areas, causing a need for upgrades to ensure public safety and to meet current life safety codes. This project is fully reimbursable under provisions of Chapter 686 of the Laws of 1996, through the State of New York Unified Court System-Third Judicial District within the “Court Cleaning and Minor Repairs” program.

James R. Gordon, Director Bureau of Central Services

FINELLI CONSTRUCTION
359 BROADWAY
TROY, NY 12180

ESTIMATE

Date	Estimate #
8/11/2026	418

Name / Address
Rensselaer County Department of Buildings 99 Troy Road East Greenbush, NY 12061

Ship To

P.O. No.

Description	Qty	Rate	Total
<p>Furnish and install battery backed emergency lighting as follows: Basement, 1st Floor, 2nd Floor and 3rd Floor Corridors and Waiting Rooms - we will remove 26 existing exit lights and replace using Lithonia Model ECRGH0M6 Combination Exit / Emergency Light Fixture.</p> <p>Install 2 Lithonia Model EXRGELM6 Emergency Light Fixtures with wiring fished through the wall and tapped into nearest power source in 2 Court Rooms</p> <p>Stairwells - We will provide and install emergency lighting at 10 Locations using one of two methods. Option 1 will be to tap a remote head, Lithonia Model # EREGYSGL from an adjacent Emergency/Exit fixture designed for the use or Option 2 will be to Tap the power source from the existing Stairwell Emergency Lighinig and install Lithonia Model EXRGELM6. We will make this determination in the field and in coordination with the owner.</p> <p>Total Estimate</p>	1	12,345.00	12,345.00T
		Subtotal	\$12,345.00
		Sales Tax (0.0%)	\$0.00
		Total	\$12,345.00

Proposal

mei@mackeyelectricinc.com

Rensselaer County Family Court
1504 5th Ave
Troy, NY 12180

Total \$13,996.80

ESTIMATE



Prepared For

Rensselaer County
Department of Buildings
99 Troy Road East Greenbush, NY 12061

L.A. Gonzalez Construction LLC

359 Broadway Ste B
Troy, NY 12180
Phone: (518) 268-8190
Email: lagonzalezconstruction@yahoo.com

Estimate # 2185

Date 08/19/2026

Description

Total

EMERGENCY LIGHTING UPGRADES	\$13,845.00
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Scope of Work

We propose to furnish all labor, materials, equipment, and supervision necessary to remove, replace, and install battery-backed emergency and exit lighting throughout the designated areas of the facility.

1. Corridors and Waiting Rooms

Locations

Basement, First Floor, Second Floor, and Third Floor corridors and waiting rooms.

Remove (26) existing exit light fixtures.

Furnish and install (26) Lithonia Model ECRGH0M6 Combination Exit/Emergency Light Fixtures in place of the existing units.

Connect new fixtures to the existing electrical circuits and verify proper operation of both normal and battery-backup functions.

2. Stairwells

Furnish and install (2) Lithonia Model EXRGELM6 Emergency Light Fixtures within the designated stairwells.

Electrical wiring will be concealed by fishing conductors through the existing wall construction wherever conditions permit.

New fixtures will be connected to the nearest suitable existing power source.

3. Additional Stairwell Emergency Lighting

Provide and install emergency lighting at (10) additional locations within the stairwells. Final installation method will be determined based on existing field conditions and the configuration of the emergency lighting system.

One of the following installation methods will be utilized at each location:

Option 1 – Remote Emergency Head

Furnish and install Lithonia Model EREGYSGL Remote Emergency Light Head, connected to an adjacent combination exit/emergency fixture that is specifically designed and rated to support remote emergency heads.

Option 2 – Stand-Alone Emergency Fixture

Where installation of a remote head is not practical or compatible with the existing equipment, power will be extended from the existing stairwell emergency lighting circuit to furnish and install a Lithonia Model EXRGELM6 Emergency Light Fixture.

Field Coordination

The appropriate installation method for the (10) stairwell locations will be determined in the field based on existing electrical conditions, fixture compatibility, accessibility, and installation requirements. Final locations and installation methods will be coordinated with the Owner prior to installation.

Workmanship and Completion

All work will be performed in a professional manner using listed equipment and in accordance with applicable electrical and life-safety requirements. Upon completion, newly installed emergency and exit lighting will be tested to verify proper operation under both normal power and battery-backup conditions.

Subtotal	\$13,845.00
<hr/>	
Total	\$13,845.00

By signing this document, the customer agrees to the services and conditions outlined in this document.

Rensselaer County

Catone, Kelly

From: Madsen, William
Sent: Tuesday, August 18, 2026 9:12 AM
To: Catone, Kelly
Subject: FW: Estimate 418 from FINELLI CONSTRUCTION

Acceptance of the Finelli proposal by the Office of Court Administration.

From: James E. Clark, Jr. <jeclark@nycourts.gov>
Sent: Monday, August 17, 2026 12:18 PM
To: Madsen, William <WMadsen@renscony.gov>
Cc: Matt Schaefer <MRSCHAEF@nycourts.gov>; john@finelliconstruction.com; Lawrence Colon <lcolon@nycourts.gov>; Thomas G Uccello <tuccello@nycourts.gov>
Subject: RE: Estimate 418 from FINELLI CONSTRUCTION

Yes. Please move forward with this. Thank you. - Jim

From: Madsen, William <WMadsen@renscony.gov>
Sent: Monday, August 17, 2026 10:57 AM
To: James E. Clark, Jr. <jeclark@nycourts.gov>
Cc: Matt Schaefer <MRSCHAEF@nycourts.gov>; john@finelliconstruction.com
Subject: FW: Estimate 418 from FINELLI CONSTRUCTION

Attached proposal is for the Family Court Emergency lighting modifications. 5 new fixtures will be installed within the 5 courtrooms, at \$310.00 each, (\$1550.00), the remaining 36 locations (10 stairwell, 26 corridor) will convert an existing exit lamp to an exit light with an exit/wall pack combination. 10 each in the stairwell (\$3,000.00), with 26 each within the corridors, (\$7,800.00). Please advise as to how and where you wish to proceed, thank you.

From: John@finelliconstruction.com <John@finelliconstruction.com>
Sent: Saturday, August 15, 2026 8:52 AM
To: Madsen, William <WMadsen@renscony.gov>
Subject: Estimate 418 from FINELLI CONSTRUCTION

Dear Customer :

Please review the attached estimate. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,

FINELLI CONSTRUCTION

Please be CAREFUL when clicking links or opening attachments from external senders.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Fleming

Sent To: Public Works

Committee

Date November 10, 2026

Resolution No. G/34

RESOLUTION CONFIRMING A SEWER RENT SCHEDULE AS ESTABLISHED BY THE COMMISSIONERS OF THE RENSSELAER COUNTY SEWER DISTRICT NUMBER ONE- SEWER DISTRICT NO. 1

WHEREAS, The Rensselaer County Legislature passed Local Law Number 3 for the year 1976 authorizing the imposition of sewer rents for the Rensselaer County Sewer District No. 1 and prescribing the method by which schedules of sewer rents would be imposed; and

WHEREAS, The Commissioners of Rensselaer County Sewer District No. 1 met on August 27, 2026 and set forth a schedule of sewer rents for said District; and

WHEREAS, After due notice a Public Hearing concerning said schedule by the Commissioners of Rensselaer County Sewer District No. 1 was conducted on October 13, 2026; and

WHEREAS, On October 28, 2026 the Commissioners of Rensselaer County Sewer District No. 1 met and established said schedule of sewer rents to be effective as follows:

	Metered Water	Metered -Minimum	Unmetered - Flat
Proposed Rates:			
Effective January 1, 2027	\$4.96/1000 gals	\$68.77/quarter = \$275.08/year	\$348.95/unit/year
Effective January 1, 2028	\$5.26/1000 gals	\$72.90/quarter = \$291.60/year	\$369.89/unit/year
Effective January 1, 2029	\$5.58/1000 gals	\$77.27/quarter = \$309.08/year	\$392.08/unit/year

; and

WHEREAS, Legal notice of said established schedule was published in the Troy Record newspaper on October 14, 2026 with instructions for submitting appeals and the final date of such appeals; and

WHEREAS, Revenues generated by the Sewer Rent Schedule provide funds for all District expenditures, including debt service; and

WHEREAS, Additional revenues generated by the sewer rent schedule are necessary to offset increases in expenditures; and

WHEREAS, In order to provide a planning and budget tool for the residents of the Sewer District, it is the intention of the Legislature to establish the following sewer rents schedule, effective as stated; now, therefore, be it

RESOLVED, That the sewer rent schedule, a copy of which is attached hereto, established on August 27, 2026 by the Commissioners of Rensselaer County Sewer District No. 1 is, pursuant to Section 255 of County Law of the State of New York and Local Law Number 3 of the year 1976, is hereby amended and established for fiscal years 2027, 2028 and 2029.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain
November 10, 2026

<hr/>		<hr/>
Clerk of the Legislature		Executive Action
Sent to County Executive_____		Approved_____ Date_____
Received from County Executive_____		Disapproved_____
		Veto Message Attached and Returned to Clerk
<hr/>		<hr/>
Clerk of the Legislature		County Executive

