

PUBLIC WORKS COMMITTEE

TUESDAY, MARCH 8, 2023

INDEX OF RESOLUTIONS:		
	RESOLUTION	TITLE
PW/B/R	G/27	<p>RESOLUTION AUTHORIZING PATCHING AND PAINTING WORK AT THE RENSSELAER COUNTY COURTHOUSE AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - BUILDINGS DEPARTMENT</p> <p>Motion Made By:                      Seconded By:                      Moved:</p> <p>Notes:</p>
PW/B/R	G/30	<p>RESOLUTION AUTHORIZING SOLE SOURCE PURCHASE OF VARIOUS REPLACEMENT PARTS FOR THE DISTRICT OWNED MECHANICAL SCREENS - SEWER DISTRICT NO.1</p> <p>Motion Made By:                      Seconded By:                      Moved:</p> <p>Notes:</p>
PW/B/R	G/31	<p>RESOLUTION AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - SEWER DISTRICT NO. 1</p> <p>Motion Made By:                      Seconded By:                      Moved:</p> <p>Notes:</p>

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PW/B/R	G/30	<p>RESOLUTION AUTHORIZING SOLE SOURCE PURCHASE OF VARIOUS REPLACEMENT PARTS FOR THE DISTRICT OWNED MECHANICAL SCREENS - SEWER DISTRICT NO.1</p> <p>Motion Made By:                      Seconded By:                      Moved:</p> <p>Notes:</p>
PW/B/R	G/31	<p>RESOLUTION AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - SEWER DISTRICT NO. 1</p> <p>Motion Made By:                      Seconded By:                      Moved:</p> <p>Notes:</p>

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Fleming

Sent To: Public Works

Committee

Date March 14, 2023

Resolution No. G/27

**RESOLUTION AUTHORIZING PATCHING AND PAINTING WORK AT THE RENSSELAER COUNTY  
COURTHOUSE AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET  
- BUILDINGS DEPARTMENT**

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

**WHEREAS**, The Rensselaer County Courthouse underwent a total renovation from 1998 through 2002. The paint on the interior walls has begun to show significant wear in many areas, causing an undesirable appearance; and

**WHEREAS**, Multiple quotes were obtained for the patching and painting work which is necessary for Honorable Judge McGrath's and Honorable Judge Zwack's office suites at the Courthouse; and

**WHEREAS**, The lowest quoted prices for the above-referenced patching and painting work, including all necessary materials and labor, are \$9,595.00 for Hon. Judge McGrath's suite and \$7,340.00 for Hon. Judge Zwack's suite, for a total project amount of \$16,935.00, such quotes received from Frank J. Ryan & Sons, Inc., (Vendor #13874) 295 1<sup>st</sup> Street, Troy, NY 12180; and

**WHEREAS**, Said 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; and

**WHEREAS**, Funding for this project is being made available within Buildings Department budget appropriation code A.1620.04501; and

**WHEREAS**, The above purchase is being made in accordance with the policies and procedures set forth in the Rensselaer County Purchasing Guidelines; now, therefore, be it

**RESOLVED**, That the Rensselaer County Executive or the Director of the Bureau of Central Services, is authorized to issue the above-referenced purchase order; and, be it further

**RESOLVED**, That the 2023 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

**GENERAL FUND REVENUES**

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.1620.30211 State Aid Courts - O & M	\$420,851.00	\$16,935.00	\$437,786.00

**GENERAL FUND APPROPRIATIONS**

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.1620.04501 Special Dept. Supplies (Alt #1)	\$ 20,000.00	\$16,935.00	\$ 36,935.00

Resolution **ADOPTED** by the following vote:

**Ayes:**

**Nays:**

**Abstain:**

**March 14, 2023**

\_\_\_\_\_  
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

# BID-PROPOSAL

This form complies with professional standards in effect January 1-December 31, 2014



FRANK J. RYAN & SONS, INC.  
 295 1<sup>st</sup> St.  
 TROY, NY 12180  
 PHONE (518) 274-6871 FAX (518) 274-0726

DATE:  
 1/25, 2023  
 PROPOSAL NO:  
 McGrath

<i>and</i> BUYER/ OWNER	NAME Rensselaer County			
	PROJECT ADDRESS 80 Second St	CITY Troy	STATE/ZIP NY 12180	PHONE
	ALTERNATE ADDRESS (IF ANY)	CITY	STATE/ZIP	PHONE

Project To Begin: asap

Contract Completion Date: asap

Date Of Plans: na Architect: na Engineer: na

Work performed at 1<sup>st</sup> Floor Hon. Judge McGrath's Suite  
(Street Address And Legal Description If Known)

We hereby propose to furnish the following work: Prepare and paint walls and ceilings throughout the Office Suite. Scope includes prep, staining, sealig the window sills. Particular attention will be paid to protect decorative plaster. All floors to be protected as well as adjacent surfaces not to be painted. Colors to match current Historical selections. Walls to be Eggshell Sheen and Ceilings to be Flat Finish.  
 Priced as Exempt.  
 NYS Prevailing Wages to be Paid.  
 Thank you for considering us for this Project. Please call with any questions.

Please note Credit Card Payments are subject to a 3% Bank Fee - Thank you for considering us for your project.

**PROPOSED PAYMENT:** Owner agrees to pay Contractor a total price of \$9,595.00. The payment schedule will be: (1) Down payment of \$0.00  
 0.00 (2) Payment schedule as follows: 2/5, net 30

**NOTE:** This proposal may be withdrawn by us if not accepted within 10 days.

### ACCEPTANCE OF PROPOSAL

You are hereby authorized to return a formal contract between us to accomplish the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

X	/14
OWNER/BUYER SIGNATURE	DATE
X	/14
OWNER/BUYER SIGNATURE	DATE

CONTRACTOR SIGNATURE  
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# BID-PROPOSAL

This form complies with professional standards in effect January 1-December 31, 2014



FRANK J. RYAN & SONS, INC.  
295 1<sup>st</sup> St.  
TROY, NY 12180  
PHONE (518) 274-6871 FAX (518) 274-0726

DATE:  
1/25, 2023  
PROPOSAL NO:  
Zwack

<i>and</i> BUYER/ OWNER	NAME Rensselaer County			
	PROJECT ADDRESS 80 Second St	CITY Troy	STATE/ZIP NY 12180	PHONE
	ALTERNATE ADDRESS (IF ANY)	CITY	STATE/ZIP	PHONE

Project To Begin: asap

Contract Completion Date: asap

Date Of Plans: na Architect: na Engineer: na

Work performed at Zwack Suite

(Street Address And Legal Description If Known)

We hereby propose to furnish the following work: Provide Labor, Material, equipment to prepare and paint the walls and ceilings throughout the Office Suite. All adjacent surfaces to be protected. Scope includes patching and spot priming as necessary. Historic Colors to be matched. Walls to receive eggshell sheen and Ceilings to receive Flat Finish.

Priced as Exempt

NYS Prevailing Wages to be paid.

Thank you for considering us for this Project. Please call with any questions.

Please note Credit Card Payments are subject to a 3% Bank Fee - Thank you for considering us for your project.

**PROPOSED PAYMENT:** Owner agrees to pay Contractor a total price of \$7,340.00. The payment schedule will be: (1) Down payment of \$0.00

0.00 (2) Payment schedule as follows: 2/5, net 30

**NOTE:** This proposal may be withdrawn by us if not accepted within 10 days.

## ACCEPTANCE OF PROPOSAL

You are hereby authorized to return a formal contract between us to accomplish the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

X /14

OWNER/BUYER SIGNATURE DATE

X /14

OWNER/BUYER SIGNATURE DATE

CONTRACTOR SIGNATURE  
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Rev 201111020001

# ***Atlantic***

***Contracting and Specialties***

1 Harrison Street PO Box 844 Troy, NY 12181

Irex Contracting Group

Phone: 518-272-2715  
FAX: 518-272-0380

Rensselaer County Buildings Department  
80 Second St.  
Troy, NY. 12180

February 10, 2023  
Proposal #: 0223-5

Attn: Bill Madsen

Subject: Atlantic Contracting & Specialties  
Painting – Section 099123  
Rensselaer County Courthouse – Judge's Chambers

**Scope of Work:**

Prep, patch, and paint walls/ceilings. Prep and stain windowsills. Patch holes where wall board meets door/window trim. Primer and two coats of interior latex paint will be applied.

**Option 1: Apply Sherwin Williams Promar 200 Zero VOC Interior Latex Paint**  
**Price: \$29,750.00**

**Option 2: Apply Sherwin Williams Emerald Interior Acrylic Latex Paint**  
**Price: \$32,550.00**

**Clarifications & Exceptions:**

1. Proposal is based on straight time hours only. No overtime is included.
2. Proposal excludes any/all sales tax.
3. Atlantic will move and cover any/all furniture prior to paint application.
4. Atlantic will cut around delaminated areas, as opposed to scraping, so as not to disturb decorative work on ceilings and walls.

Should you have any questions, please feel free to contact me at our office at (518) 272-2715 or on my cell at (518) 802-7456. Thank you for considering Atlantic Contracting & Specialties for your construction painting needs.

Sincerely,

*Chris Gatian*

Chris Gatian

AMPP CIP2 #S-166

Coatings Account Manager

***This proposal is expressly conditioned upon (a) customer entering into a written contract with Atlantic Contracting & Specialties not later than thirty days hereof, and, (b) Atlantic Contracting & Specialties' review and expressed written acceptance of all terms and conditions of all other contracts and any other document binding on Atlantic Contracting & Specialties. Unless both of the foregoing conditions are satisfied in full, this proposal will be null and void and customer will have no claims against Atlantic Contracting & Specialties arising out of or resulting from this proposal***

WILLIAM FREDETTE PAINTING, INC  
P.O. BOX 329  
TROY, NY 12182  
PHONE: (518) 237-3412 FAX: (518) 237-8307

FAX COVER SHEET

DATE: 7-13-  
COMPANY: Remedy of Surfaces  
STREET: W. Marsden @ Remedy CO. com  
CITY, STATE, ZIP

FAX: \_\_\_\_\_ PHONE \_\_\_\_\_

MESSAGE

~~1st~~ Patching / prepare + Repaint / surfaces  
1st + 2nd floors.

Lab. Material \$1,800.00  
C. [unclear]

Transmitting a total of \_\_\_\_\_ pages including this paper. If you do not receive all of these pages, please contact us immediately.

WE ARE A WBE!



**LEGISLATIVE FISCAL IMPACT STATEMENT**

Type of Legislation: Local Law: \_\_\_\_\_ G Resolution:  X  P Resolution: \_\_\_\_\_

Title of Legislation: **RESOLUTION AUTHORIZING PATCHING AND PAINTING WORK AT THE RENSSELAER COUNTY COURTHOUSE – BUILDINGS DEPARTMENT**

Requested by James R. Gordon, Director Bureau of Central Services

Sponsor(s): \_\_\_\_\_

**FISCAL IMPACT**

- 1) Projected cost of proposed legislation, if any: \$16,935 current year  
\$N/A ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): state funding
  - 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 \$16,935 and length of time state funding is available 1 year \_\_\_\_\_. 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 \$ 0 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

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Said 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

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Fleming

Sent To: Public Works

Committee

Date March 14, 2023

Resolution No. G/30

## RESOLUTION AUTHORIZING SOLE SOURCE PURCHASE OF VARIOUS REPLACEMENT PARTS FOR THE DISTRICT OWNED MECHANICAL SCREENS - SEWER DISTRICT NO.1

**WHEREAS,** The Sewer District has two (2) IDI Climber Screens. The screens are an integral component in the raw sewage treatment process; and

**WHEREAS,** The Sewer District seeks approval to purchase the necessary parts to rebuild one of the units and perform maintenance on the other; and

**WHEREAS,** The funding for this expenditure has been appropriated as follows:

VENDOR	APPROPRIATION Code	Amount
Veolia WTS Services, USA Inc., 4545 Patent Road, Norfolk, VA 23505-5604	G.8130.04500	\$69,592.69

; now, therefore be it

**RESOLVED,** That the Rensselaer County Director of the Bureau of Central Services shall be and is hereby authorized and empowered to purchase Veolia WTS Services, USA Inc., replacement and repair parts as specified on the Sewer District Proposal: H0221235, annexed as part of this resolution and at cost not to exceed \$69,592.69

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

March 14, 2023

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



**PROPOSAL and CONTRACT**

**Date: February 21, 2023**

**Proposal Number: H0221235**

**Page: 1 of 6**

To: Rensselaer County Sewer District  
 Foot of Water Street  
 Troy, NY

Telephone: 518.231.4743

Telephone:

Email: mnmwilcox@msn.com

Description: Parts, Climber Screen

Attn: Mike Wilcox

Reference: Original Contract # 11751

(Hereinafter referred to as "Purchaser")

Veolia Water Technologies & Solutions (Veolia) offers to furnish the following described materials and equipment ("Products") and/or services at the prices ("Purchase Price") stated below or as otherwise confirmed in writing by Veolia and in accordance with the Conditions of Sale and other provisions contained herein. This Proposal shall remain in effect for 45 days from the date hereof and shall expire at that time unless extended in writing by Veolia. The Purchase Price is based upon all of the Conditions of Sale and other provisions contained herein. Purchaser's acceptance of this Purchase Price, whether by issuance of a purchase order or otherwise, or acceptance of delivery of the Products and/or services furnished hereunder, shall be considered acceptance by the Purchaser of all the Conditions of Sale and other provisions contained herein, notwithstanding any statement in Purchaser's acceptance or order to the contrary. Veolia hereby objects to and rejects any proposal by Purchaser to modify, amend, limit, add to or delete any of the Conditions of Sale or other provisions contained herein unless expressly accepted in writing by Veolia.

Quantity	Part Number	Description	Unit Price	Extension
1	11751803101517G01	Rake Shelf, for Type II Carriage	6,825.21	\$6,825.21
2	11751803101518H01	Teeth Section, for Rake	2,395.46	\$4,790.92
2	11751803101518H02	Teeth Section, for Rake	2,395.46	\$4,790.92
1	11751803101510H01	Driveshaft, Bare with Keys	8,132.72	\$8,132.72
2	62891H01	Bearing	375.08	\$750.16
4	61843H01	Sprocket for Driveshaft	1,998.25	\$7,993.00
2	58431H05	Spacer, Cam to Sprocket	386.05	\$772.10
2	58429H01	Cam Roller, Driveshaft end Bearing	289.44	\$578.88
2	62892H01	Retaining Ring	20.38	\$40.76
<b>Order Continued on Next Page</b>			(Prices Exclude Sales Tax)	
			<b>Order Total:</b>	<b>See Next Page</b>

Estimated Shipment: 6-8 Weeks ARO

**Veolia Water Technologies & Solutions**

Payment Terms: 100% Net 30 Days from  
 Respective Shipment

By: John Walsh

Shipping Terms: FOB Ship Point, Freight Allowed  
 via Common Carrier

Parts & Service Sales Manager

**Purchasers Acceptance:**

**Sales Representative:**

Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**G.P. JAGER & ASSOCIATES**



--- Order Continued from Page 1 ---

Quantity	Part Number	Description	Unit Price	Extension
2	62892H17	Snap Ring, Internal	31.74	\$63.48
2	62888H02	Seal	35.39	\$70.78
4	62901H01	O-Ring	3.58	\$14.32
2	11751803101202PRA	Pin Rack Assembly, to Include Rollers/Bushings and Hardware....2 Required per Machine	17,384.72	\$34,769.44
(prices exclude sales tax)			<b>Order</b>	<b>\$69,592.69</b>
<b>Total:</b>				



## VEOLIA TERMS AND CONDITIONS OF SALE

1. **Exclusive Terms and Conditions.** Together with any other terms the Parties agree to in writing, these General Terms and Conditions – together with the last proposal in order of time issued by the Seller – form the exclusive terms (“Agreement”) whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment (jointly “Equipment”) and to provide advice, instruction and other services in connection with the sale of that Equipment (“Services”). If Buyer sends to Seller other terms and conditions to which Seller may not respond, including but not limited to those contained in Buyer’s purchase order, such shall not apply. This Agreement may only be revised by a change order approved in writing by both Parties. All terms not defined herein shall be defined in Seller’s proposal.

2. **Equipment and Services.** The Equipment to be delivered and the Services to be provided shall be as set out in this Agreement. Unloading, handling, storage, installation, and operation of Buyer’s systems or the Equipment are the responsibility of Buyer. Buyer shall not require or permit Seller’s personnel to operate Buyer’s systems or the Equipment at Buyer’s site.

3. **Prices and Payment.** Buyer shall pay Seller for the Equipment and Services in accordance with the payment schedule (as set forth in Seller’s proposal or, if applicable, in any special conditions agreed to in writing by the Parties). Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller’s invoice. Seller may require a Letter of Credit or other payment guarantee, in which case the stated amount of the guarantee will be adjusted by Buyer in the event of any currency-based adjustment to prices or payment amounts per the Payment Schedule, and Buyer shall deliver the adjusted guarantee within five (5) days of request by Seller. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month (not to exceed the maximum amount permitted by applicable law), should Buyer fail to timely pay. Buyer shall have no rights to make any deduction, retention, withholding or setoff relating to any payments due under this Agreement.

4. **Taxes and Duties.** Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement (“Seller Taxes”). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement other than Seller Taxes (“Buyer Taxes”). The Agreement prices do not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Agreement price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Buyer shall furnish Seller with evidence of tax exemption acceptable to taxing authorities if applicable, prior to execution of the Agreement by both Parties or issuance by the Seller of the order acceptance. Buyer’s failure to provide evidence of exemption at time of order will relieve Seller of any obligation to refund taxes paid by Seller.

5. **Delivery, Title, Risk of Loss.** Unless otherwise specified in this Agreement, Seller shall deliver all Equipment to Buyer FCA (Incoterms 2010) Seller’s facility. The time for delivery of the Equipment to Buyer shall be specified in this Agreement. Seller’s sole liability for any delay in delivery of the Equipment shall be as expressly set out in this Agreement. The place of delivery specified herein shall be firm and fixed, provided that Buyer may notify Seller no later than forty-five (45) days prior to the scheduled shipment date of the Equipment of an alternate point of delivery, Buyer shall compensate Seller for any additional cost in implementing the change. If any part of the Equipment cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate a climate-controlled storage location, and Seller shall ship such Equipment to storage. Title and risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Equipment shall be a material breach of this Agreement.

Title and risk of loss to the Equipment shall be transferred from Seller to Buyer at the point of delivery upon handover in accordance with this Agreement. Title and risk of loss to the Services shall pass as they are performed.

6. **Warranties and Remedies.** Seller warrants that Equipment shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Seller’s warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by Buyer or third parties, repairs or alterations made by Buyer without Seller’s written consent, influent water which does not comply with agreed parameters, or fair wear and tear.

Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid for:

- (a) chemicals and Services, for six (6) months from their date of delivery or the provision of Services;
- (b) consumables, including filters and spiral wound membranes (other than spiral wound membranes for process treatment), the earlier of twelve (12) months from date of first use of fifteen (15) months from their date of delivery;
- (c) spiral wound membranes for process fluid treatment, ninety (90) days from their date of first use;
- (d) ultrafiltration membranes (ZW500, ZW700B, ZW1000, ZW1500), twelve (12) months from their date of delivery;
- (e) Equipment other than chemicals and consumables, the earlier of, fifteen (15) months from delivery or shipment to storage, or twelve (12) months from start-up/first use;
- (f) software, ninety (90) days from the date of receipt;
- (g) Equipment not manufactured by Seller, the warranty shall be the manufacturer’s transferable warranty only.

Any claim for breach of these warranties must be promptly notified in writing, and Buyer shall make the defective item available to the Seller, or the claim will be void. Seller’s sole responsibility and Buyer’s exclusive remedy arising out of or relating to the Equipment or Services or any breach of these warranties is limited to repair at Seller’s facility or (at Seller’s option) replace at Seller’s facility the defective item of Equipment, and re-perform defective Services. In performance of its obligations hereunder, Seller will not control the actual operation of either Buyer’s systems or the Equipment at the Buyer’s site.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The warranties and remedies are conditioned upon (a) proper unloading, handling, storage, installation, use, operation, and maintenance of the Equipment and Buyer’s facility and all related system in accordance with Seller’s instructions and, in the absence, generally accepted industry practice, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Equipment or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. The Buyer will be entitled to assign to a subsequent owner of the Equipment the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with



the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the Equipment. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party. The warranties and remedies set forth in this article are in lieu of and exclude all other warranties and remedies, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

Unless otherwise expressly stipulated in this Agreement, Seller gives no warranty or guarantee as to process results or performance of the Equipment, including but not limited to product quality, flow, production, capacity, membrane life, chemical consumption, regulatory compliance or energy consumption.

**7. General Indemnity.** Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of the Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purposes of this article (i) "Third party" shall not include Buyer or any subsequent owner of the Equipment, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property."

**8. Compliance with Laws and Permits.** All permits, authorizations, and licenses which are required to construct, install and/or operate Buyer's facility or equipment, to use the Equipment, or to manage and dispose of any wastes, discharges, and residues resulting from Buyer's use of the Equipment, shall be obtained and maintained by Buyer at Buyer's sole expense. Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration, and labelling of all Equipment after delivery of the Equipment, as well as for the proper management and disposal of all wastes, discharges, and residues.

**9. Buyer's Site Conditions.** Buyer warrants that any data furnished to the Seller concerning conditions at Buyer's site (including but not limited to any existing Buyer facility, equipment or processes, influent water or other substances to be treated or measured with the Equipment) is accurate and complete, and the Seller reserves the right to utilize the most appropriate design compatible with generally accepted engineering practices, and to make changes in details of design, manufacture and arrangement of Equipment unless precluded by any limitations specified in this Agreement. Seller shall notify Buyer of (1) any conditions at Buyer's site which materially differ from those indicated in the data furnished by Buyer, (2) any previously unknown physical conditions at Buyer's site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of work provided for in this Agreement, and (3) the presence of any Hazardous Materials (as defined below), the existence of a contaminated soil, unexploded ordinance, or archaeological remains. If such conditions cause an increase in Seller's cost or in the time required for the performance of Seller's obligations, Seller shall be entitled to an equitable adjustment in the Agreement price and an extension in the time for performance.

**10. Hazardous Materials and Wastes.** In the event that Seller encounters any Hazardous Materials (meaning toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such Hazardous Materials so that the Seller's work under this Agreement may safely proceed. At no time shall Seller be deemed to have taken title to or the responsibility for the management or disposal of any wastes, Hazardous Materials, influent water, any resultant product streams, wastewater streams, discharges, cleaning materials, or any other materials or substances processed by the Equipment or otherwise located at Buyer's site. Seller does not take responsibility for and hereby expressly disclaims responsibility for the characterization or disposal of wastes, Hazardous Materials, or for the identification, selection, or management of disposal facilities for any wastes.

**11. Excusable Delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared), epidemics, pandemics as declared by the World Health Organization or nation in which performance, export or delivery of Goods occurs, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding one hundred and eighty (180) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid for all work performed and Goods delivered prior to the occurrence of the delay. If Seller is delayed by any acts or omissions of Buyer, or by the prerequisite work of Buyer's contractors or suppliers, Seller shall be entitled to an equitable adjustment to price and/or an extension in time for performance as applicable.

**12. Emergencies.** If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.

**13. Confidentiality, Intellectual Property.** Both Parties agree to keep confidential the other Party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Equipment to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables (including the Equipment) supplied or developed under this Agreement. Buyer agrees that it will not file patent applications on the Equipment or any development or enhancement of the Equipment, or of processes and methods of using the Equipment, without Seller's express prior written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its other buyers based upon purchase and use of such Equipment. Seller grants to Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to and paid for by the Buyer, as well as any drawings, design or data delivered to and paid for by the Buyer, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at Buyer's site. Such license may only be assigned to a subsequent owner of the Equipment or to an operations and maintenance subcontractor. Such license does not extend to the re-creation of the Equipment or the manufacture of spares or consumables by Buyer or third parties.

Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable royalty free project-specific license to such software for the use, operation or maintenance at Buyer's site of any Equipment purchased hereunder to which the software is a necessary component. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software.



Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Equipment or Service infringe a patent in effect in the USA, an EU member state or country of delivery (provided there is a corresponding patent issued by the USA or an EU member state), or USA copyright or copyright registered in the country of delivery. If the Buyer notifies the Seller promptly of the receipt of any such claim, does not take any position adverse to the Seller regarding such claim and gives the Seller information, assistance and exclusive authority to settle and defend the claim, the Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Equipment or Service, or (iii) modify or replace the Equipment or Service so that it becomes non-infringing, or (iv) remove the infringing Equipment and refund the price. The above paragraph shall not apply to any misuse of Equipment or Equipment which is manufactured to the Buyer's design, or to alleged infringement arising from the combination, operation, or use of any Equipment or Services with other equipment or services when such combination is part of any allegedly infringing subject matter. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Equipment or Service.

**14. Limitations on Liability.** Notwithstanding anything else contained in this Agreement, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory:

(a) THE TOTAL LIABILITY OF THE SELLER AND OF ITS INSURER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR USE OF ANY EQUIPMENT OR SERVICES SHALL NOT EXCEED THE TOTAL PRICE PAID BY BUYER UNDER THIS AGREEMENT OR (IN THE CASE OF AN AGREEMENT FOR SERVICES WITH A TERM OF MORE THAN ONE YEAR) THE ANNUAL PRICE PAYABLE BY BUYER UNDER THIS AGREEMENT;

(b) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE OF EQUIPMENT OR SERVICES OR ANY ASSOCIATED EQUIPMENT, INTERRUPTION OF BUSINESS, COST OF CAPITAL, COST OF REPLACEMENT WATER OR POWER, DOWNTIME COSTS, INCREASED OPERATING COSTS, CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES;

(c) SELLER'S LIABILITY SHALL END UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED THAT BUYER MAY CONTINUE TO ENFORCE A CLAIM FOR WHICH IT HAS GIVEN NOTICE PRIOR TO THAT DATE BY COMMENCING AN ACTION OR ARBITRATION, AS APPLICABLE UNDER THIS AGREEMENT, BEFORE EXPIRATION OF ANY STATUTE OF LIMITATIONS OR OTHER LEGAL TIME LIMITATION BUT IN NO EVENT – TO THE EXTENT PERMITTED BY APPLICABLE LAW – LATER THAN FIVE (5) MONTHS AFTER EXPIRATION OF SUCH WARRANTY PERIOD.

For the purposes of this article, "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively. If Buyer is supplying Seller's Equipment or Services to a third party, Buyer shall require the third party to agree to be bound by this article. If Buyer does not obtain this agreement with the third party for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this article.

**15. Termination.** This Agreement and any performance pursuant to it may be terminated by either Party, and the consequences of such termination shall be as set out in the next paragraph, if the other Party:

(a) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or

(b) fails to make any payment when due or to establish any payment security required by this Agreement, or commits a material breach or defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days of written notice from the other Party.

Upon the termination of this Agreement by Buyer for cause (i) Seller shall reimburse Buyer the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Agreement price allocable to Equipment completed, and (b) amounts for Services performed before the effective date of termination. Upon the termination of this Agreement by Seller for cause Buyer shall pay to Seller within thirty (30) days of receipt of invoice the price of all Equipment or Services delivered at the date of termination, plus an amount equal to all costs and expenses incurred in the engineering, sourcing, financing, procurement, manufacture, storage and transportation of the Equipment including materials, work in progress and any cancellation charges assessed against Seller by Seller's suppliers including reasonable overhead and profit on all such costs and expenses. Alternatively, if any schedule of termination payments has been agreed between the Parties, Buyer shall pay to Seller within thirty (30) days of receipt of invoice the amounts set out in that schedule.

Seller shall have the right to suspend performance upon written notice to Buyer in any case where Seller would have the right to terminate the Agreement under this article, without prejudice to Seller's right to terminate this Agreement for cause. Any cost incurred by Seller in accordance with any such suspension (including storage costs) shall be payable by Buyer upon submission of the Seller's invoice(s). Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

**16. Governing Law, Dispute Resolution.** This Agreement shall be governed by the substantive laws of the State of New York. In the event of a dispute concerning this Agreement, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this article.

Notwithstanding the foregoing, each Party shall have the right to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, in order to seek and obtain a restraining order or injunction to enforce the confidentiality intellectual property provisions set forth in the first two paragraphs of article 13; nuclear use restrictions set forth in article 17, or to seek interim or conservatory measures not involving monetary damages.

**17. No Nuclear Use.** Equipment and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, the Buyer warrants that it shall not use or permit others to use the Equipment or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability.



18. **Export Control.** Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations including those of the United States, European Union, and France. Additionally, Buyer shall not sell, distribute, disclose, release or otherwise transfer any item or technical data provided under this Agreement to: (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of North Korea (ii) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, North Korea, (iii) the region of Crimea or (iv) any person or entity listed on the "Entity List" or "Denied Persons List", the list of "Specifically Designated Nationals and Blocked Persons" maintained by any other applicable prohibited party list. The Buyer hereby certifies that the work, technical data, software or other information or assistance furnished by the Seller or its Affiliates under this contract will not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons either by the Buyer or by any entity acting on the Buyer's behalf. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.

19. **Changes.** Each Party may at any time propose changes in the schedule or scope of Equipment or Services. All changes to the Equipment or Services shall be subject to mutual agreement via a written change order or variation, which shall only become effective once signed by both Parties. The scope, Agreement price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. It shall be acceptable and not considered a change if Seller delivers Equipment (including Equipment replacement under warranty) that bears a different, superseding or new part or version number compared to the part or version number listed in the Agreement, provided that in no circumstance shall this affect any other of Seller's obligations including those set forth in article 6.

20. **Conflicts; Survival, Assignment.** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in this Agreement shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and this Agreement shall be interpreted and implemented in a manner which best fulfills Parties' intended agreement. Those provisions which by their nature remain applicable after termination shall survive the termination of this Agreement for any reason. Seller may assign or novate its rights and obligations under the Agreement, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent, and the Buyer hereby agrees, by signing this Agreement, to such assignment and to execute any document that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without such consent shall be void.

Seller may (i) manufacture and source the Equipment and any part thereof globally in the country or countries of its choosing; and (ii) subcontract portions of the Services, so long as Seller remains responsible for such.

21. **No third party beneficiary.** Except as specifically set forth in article 14 entitled "Limitations on Liability" and article 17 entitled "No Nuclear Use", this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

22. **Entire Agreement.** This Agreement embodies the entire agreement between Buyer and Seller and supersedes any previous documents, correspondence or agreements between them. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.





**Veolia WTS Services, USA Inc.**

tel: +1 804 756-7671

fax: +1 804 756-7643

email: [john.walsh@Veolia.com](mailto:john.walsh@Veolia.com)

**February 27, 2023**

Re: Sole Source

To whom it may concern,

Veolia WTS Services, USA Inc. is an original equipment manufacturer of water and wastewater treatment equipment for municipalities and industries including Climber Screens, Accelerators, ABW Filters and a full line of other products.

G.P. JAGER INC. is also a contracted representative for Veolia within the State of New York for purchases new products, OEM repair parts, repairs and maintenance. Feel free to contact me if you have any additional questions.

Sincerely,

A rectangular box containing a handwritten signature in cursive script that reads 'John Walsh'.

John Walsh  
Parts Sales & Service Manager

4880 Cox Road, Suite 101  
Glen Allen, VA 23060  
P: 804-756-7671  
Fax: 804-756-7643

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Fleming

Sent To: Public Works

Committee

Date March 14, 2023

Resolution No. G/31

## RESOLUTION AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - SEWER DISTRICT NO. 1

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

**WHEREAS,** The District has been searching for a qualified Lab Director for over 9 months, using Indeed and job development websites and has received very little qualified candidates; and

**WHEREAS,** The couple qualified candidates declined the position due to the salary; and

**WHEREAS,** Civil Service has reviewed and approved an updated job description and increase to the position; and

**WHEREAS,** We believe that with an updated job description and by adjusting the salary we will be able to attract a qualified candidate; now, therefore, be it

**RESOLVED,** That the 2023 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

### SEWER FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Sewer District - Laboratory Director			
G.8130.01007 Sewer District Laboratory Director	\$54,659.00	\$10,955.00	\$65,614.00
G.8130.01007			
Personnel Service Savings	\$0.00	<u>\$(10,955.00)</u>	\$(10,955.00)
Total Sewer Fund Appropriations:	\$	0.00	

Resolution **ADOPTED** by the following vote:

**Ayes:**

**Nays:**

**Abstain:**

**March 14, 2023**

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

