

MEETING OF THE ROTTERDAM TOWN BOARD

August 12, 2026

7:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC HEARING- TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO.6 OF 2026 TO AMEND SECTION 270-5, AND ADDING A NEW ARTICLE, XXXII, RELATING TO SHORT TERM RENTALS OF THE TOWN CODE OF THE TOWN OF ROTTERDAM AND SCHEDULING A PUBLIC HEARING THEREON.

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

GENERAL RULES OF PROCEDURE FOR PUBLIC HEARINGS & PRIVILEGE OF THE FLOOR:

Any person recognized by the Town Supervisor to speak during the privilege of the floor shall direct his/her comments to the Town Supervisor as chair of the meeting. Any person granted the privilege of the floor shall first clearly state his/her name and whether they are a resident or non-resident of the Town of Rotterdam for the record. The purpose of the privilege of the floor shall be for speakers to express their views, thoughts, and speak freely. Each speaker who wishes to address the Town Board shall have an equal and reasonable opportunity to be heard by the Town Board. Each speaker should be given a maximum of four (4) minutes to address the Town Board.

**INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS**

**203.26 ACCEPTING TOWN BOARD MEETING MINUTES OF THE JULY 8, 2026
TOWN BOARD MEETING**

204.26 TO ACCEPT REVENUE FOR THE TOWN CLERK'S OFFICE FOR JULY 2026

**205.26 TO ADOPT LOCAL LAW 5 OF 2026, AMENDING SECTION 265, RELATING
TO PROPERTY MAINTENANCE OF THE TOWN CODE OF THE TOWN OF
ROTTERDAM**

206.26 TO APPROVE BUDGET TRANSFERS TO THE 2026 BUDGET

**207.26 TO AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN
AGREEMENT WITH KB ENGINEERING TO PROVIDE DESIGN AND
CONSTRUCTION SUPPORT SERVICES FOR THE GIGP WATER METER GRANT
FROM EFC**

208.26 TO PURCHASE HYDRANTS AND PARTS FOR HYDRANTS

**209.26 AUTHORIZE SUPERVISOR TO ENTER INTO OUT OF DISTRICT SEWER
CONTRACT**

**210.26 TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING
& ARCHITECTURE, P.C. FOR PROFESSIONAL ENGINEERING SERVICES
RELATED TO THE UPDATES THE MERCURY MINIMIZATION PLAN**

**211.26 TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE
MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND
THE CIVIL SERVICE EMPLOYEES' ASSOCIATION (CSEA) RECOGNIZING THE
ESTABLISHMENT OF THE NEW JOB TITLES OF DATA COLLECTOR (TOWN);
REAL PROPERTY TAX SERVICE TECHNICIAN (TOWN)**

**212.26 TO APPROVE 2026 QUARTERLY EXPENSE TRANSFERS OF GAS AND
DIESEL**

213.26 TO APPOINT LEIGH FREDENBURG TO THE POSITION OF LEGAL CLERK

214.26 REQUESTING BIDS FOR REPLACEMENT OF ROOF AT PUMP HOUSE 2

215.26 ADOPTION OF THE 2026 ADJUSTED BASE PROPORTIONS

216.26 TO ACCEPT AND AWARD BID FOR RECLAMATION OF TOWN ROADS

217.26 TO AUTHORIZE THE SUPERVISOR TO APPROVE AND EXECUTE A MEMORANDUM OF AGREEMENT WITH THE ROTTERDAM POLICE BENEVOLENT ASSOCIATION

218.26 TO APPROVE BUDGET AMENDMENTS TO 2025 for Grants received in 2025

219.26 TO APPROVE BUDGET AMENDMENTS TO 2026 for Grants received in 2026

220.26 TO APPROVE BUDGET TRANSFERS TO THE 2026 BUDGET

221.26 AUTHORIZE THE TOWN OF ROTTERDAM TO DECLARE INFORMATION TECHNOLOGY EQUIPMENT AS A SURPLUS

222.26 SCHEDULE A PUBLIC HEARING FOR THE PURPOSE OF COMMENTING ON THE SUBMISSION OF COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATIONS FOR THE PURPOSE OF SEPARATING AND REPLACING THE TOWN OF ROTTERDAM'S SENIOR CENTER COMBINED SEWER LINES

223.26 TO APPOINT MEMBER OF THE TOWN OF ROTTERDAM TO THE CONSERVATION COMMITTEE

224.26 TO AUTHORIZE SUPERVISOR TO NEGOTIATE AND EXECUTE A LEASE FOR 212 PHILIPS RD WITH PATRIOT HILLS OF NEW YORK, INC

225.26 TO SELECT LABELLA FOR PROFESSIONAL ENGINEERING SERVICES FOR THE ROTTERDAM COMMONS PROJECT

226.26 TO APPOINT MICHAEL DESANTIS AS DEPUTY SUPERVISOR

MISCELLANEOUS

SUPERVISOR'S REMARKS: Supervisor John Polimeni

EXECUTIVE SESSION

ADJOURNMENT John Polimeni, Supervisor

PUBLIC HEARING

#1

**TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __
OF 2026 TO AMEND SECTION 270-5, AND ADDING A NEW ARTICLE, XXXII,
RELATING TO SHORT TERM RENTALS OF THE TOWN CODE OF THE TOWN OF
ROTTERDAM AND SCHEDULING A PUBLIC HEARING THEREON.**

08/12/26

Proposed Local Law No. ____ of 2026

A LOCAL LAW amending the Code of the Town of
Rotterdam, in relation to short-term rental and
event permits, zoning and code enforcement

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

Section 1. Legislative intent and findings.

The Town Board of the Town of Rotterdam hereby finds and determines that the increased use of dwelling units in residential neighborhoods as short-term rentals has created substantial and recurring concerns relating to neighborhood character, noise, parking, overcrowding, refuse, transient occupancy, property maintenance, and demands on police, fire, emergencies, and code enforcement services.

The Town Board further finds that short-term rentals differ in significant respects from traditional owner-occupied residences because such uses may involve frequent guest turnover, absentee ownership or management, online booking platforms, and intensive commercial use of homes originally designed and approved for ordinary residential occupancy.

The Town Board further finds that, when not carefully regulated, short-term rentals may function in practice as de facto hotels, motels, event venues, or party houses within residential districts, to the detriment of nearby property owners and residents and in a manner inconsistent with the quiet enjoyment, stability, and residential character of established neighborhoods.

The Town Board further finds that the Town already maintains important code provisions that address noise, hotel and transient occupancy, code enforcement, and zoning review, including Chapter 188, Noise, Chapter 271, Hotel Use Regulations, Chapter 89, Building Code Administration and Code Enforcement Program, and Article XIX of Chapter 270, Zoning, concerning special use permits.

The Town Board further finds that these existing provisions should be supplemented by a clear local short-term rental law that defines where short-term rentals may operate, requires permitting and local accountability, impose enforceable operational standards, and creates a direct mechanism for the suspension or revocation of problematic short-term rental operations.

The Town Board further finds that New York's recent short-term rental framework contemplates county registration and reporting functions while preserving the authority of local governments to enact and enforce additional zoning, health, safety, nuisance, and operational regulations applicable to short-term rentals.

It is therefore the intent of this Local Law to protect the health, safety, peace, comfort, and general welfare of the residents of the Town of Rotterdam; to preserve the quality of life and quiet enjoyment of residential neighborhoods; to prevent residential dwellings from being used in a manner that creates nuisance, disorder, or unsafe transient occupancy; to maintain local housing stock for long-term residential use; to complement County and State short-term rental registration requirements; and to provide reasonable standards and effective enforcement tools for short-term rental activity within the Town.

§2. Areas of existing Town Code relevant to short-term rentals.

The Town Board expressly finds that the following existing code provisions are applicable to, and shall continue to apply to, short-term rentals to the extent not inconsistent with this Local Law:

- Chapter 89, Building Code Administration and Code Enforcement Program, including the authority of the Code Enforcement Officer to review complaints, conduct inspections, issue orders, and pursue enforcement.
- Chapter 188, Noise, including restrictions on unreasonable and unnecessary noise, parties, entertainment, music and social gatherings at private residences, and penalties for violations.
- Chapter 270, Zoning, including district use regulations, off-street parking requirements, and the special use permit standards set forth in Article XIX, including the requirement that a special use not be detrimental to the public health, safety, morals, convenience or general welfare, nor injurious to neighboring properties.
- Chapter 271, Hotel Use Regulations, including the Town's existing regulation of transient lodging providers, identification, registers, inspections, sanitary conditions, and enforcement by the Police Department and Building/Code Enforcement Department.
- Chapter 126, Fees, for the establishment of permit, renewal, inspection, and reinspection fees as may be adopted by resolution of the Town Board.

§3. Section 270-5 of Chapter 270 of the Rotterdam Town Code is amended by adding the following definitions:

BOOKING SERVICE

Any person or entity that provides an online, digital, software-based, app-based, or other platform through which a short-term rental may be advertised, reserved, or paid for, whether directly or indirectly.

EVENT

Any gathering at a short-term rental property or at any residential property offered or used as an Event Venue Rental that exceeds the maximum permitted overnight occupancy or maximum permitted vehicle count, or that involves amplified music, outdoor commercial entertainment, admission charges, tents, vendors, catered functions, parties, weddings, receptions, reunions, or similar uses not incidental to ordinary residential occupancy.

EVENT VENUE RENTAL

The use, rental, lease, license, or making available of a dwelling unit, or of any lot, yard, swimming pool, patio, deck, accessory structure, or other portion of residential property, for compensation or other consideration, for the holding of an Event, whether or not any overnight occupancy is offered or provided, and whether or not such use is arranged through a booking service, online platform, broker, manager, or other intermediary. An Event Venue Rental applies only to residential property and shall not include any event, function, or assembly use conducted as an accessory or incidental part of a restaurant, tavern, hotel, motel, banquet facility, catering establishment, or other nonresidential use lawfully operating under a valid certificate of occupancy, site plan approval, or special use permit.

HOSTED SHORT-TERM RENTAL

A short-term rental in which the owner or lawful permanent occupant remains on-site overnight during the guest stay.

LOCAL CONTACT PERSON

A natural person designated by the short-term rental host who is available twenty-four hours per day, seven days per week for the purpose of responding to complaints and emergencies, and who is capable of being physically present at the short-term rental property within sixty (60) minutes after being contacted by the Town.

SHORT-TERM RENTAL

The use, rental, lease, license, or occupancy of a dwelling unit, or any lawful portion thereof, for occupancy by one or more persons for compensation or other consideration for a period of less than 30 consecutive days, whether or not such use is arranged through a booking service, online platform, broker, manager, or other intermediary. A short-term rental shall not include a hotel, motel, bed-and-breakfast, inn, or boardinghouse already lawfully operating pursuant to Chapter 271 of the Code of the Town of Rotterdam.

SHORT-TERM RENTAL HOST

Any owner of record of real property, or lawful permanent occupant with written owner authorization, who offers, operates, manages, or permits a short-term rental.

WHOLE-HOUSE SHORT-TERM RENTAL

A short-term rental of an entire dwelling unit in which no owner or lawful permanent occupant remains on-site overnight during the guest stay.

§4. Chapter 270 of the Rotterdam Town Code is amended by adding a new Article XXXII to read as follows:

Article XXXII

Short-Term Rentals

§ 270-270. Purpose.

The purpose of this Article is to establish local zoning and operational standards for short-term rentals in order to preserve neighborhood quality of life, protect the quiet enjoyment of adjacent properties, reduce nuisance conditions, and ensure that any permitted short-term rental use remains compatible with the district in which it is located. Chapter 270 currently runs through § 270-260, so the new Article XXXII beginning at § 270-270 is sequentially available and does not conflict with the published Code.

§ 270-271. Applicability.

No dwelling unit, or portion thereof, shall be used, advertised, offered, or operated as a short-term rental except in compliance with this Article, Chapter 271, Chapter 188, Chapter 89, and all other applicable provisions of the Code of the Town of Rotterdam, as well as any applicable County registration requirement.

§ 270-272. District regulations.

1. Hosted short-term rentals shall be permitted in the R-1 and R-2 Districts only upon issuance of a Town short-term rental permit by the Code Enforcement Officer in accordance with this Article and Article II of Chapter 271, provided that the dwelling is the host's primary residence.
2. Whole-house short-term rentals shall be prohibited in the R-1 and R-2 Districts.
3. Short-term rentals in the B-1 District or in the CORR District shall be permitted only upon issuance of a special use permit by the Planning Board pursuant to Article XIX of Chapter 270 and a Town short-term rental permit pursuant to Article II of Chapter 271, unless the use is otherwise properly classified and approved as a hotel, motel, bed-and-breakfast, inn, or boardinghouse.
4. Nothing herein shall be construed to authorize a short-term rental in any district where the use would otherwise be prohibited by law.

§ 270-273. Standards in residential districts.

No hosted short-term rental in the R-1 or R-2 District shall be permitted unless the applicant demonstrates compliance with the following standards:

1. The dwelling unit shall be the host's primary residence.
2. The host shall maintain current County short-term rental registration, if required by County law or policy, and shall provide the Town with the current registration number.
3. The maximum overnight occupancy shall not exceed two people per lawful bedroom, plus two additional people, and in no event more than ten persons overnight.
4. The maximum number of vehicles associated with any short-term rental stay shall not exceed the number of legal off-street parking spaces available on the property, and in no event shall guest parking obstruct sidewalks, fire lanes, neighboring driveways, or public rights-of-way.
5. Outdoor amplified sound is prohibited.
6. Quiet hours shall be observed between 10:00 p.m. and 8:00 a.m., and all activity shall comply with Chapter 188, Noise.
7. Events are prohibited.
8. The host shall provide and maintain smoke detectors, carbon monoxide detectors, fire extinguishers, clearly posted emergency information, and a diagram showing means of egress where required by the Code Enforcement Officer or other applicable law.
9. The host shall designate a local contact person and shall provide that person's name, address, telephone number, and email address to the Town.
10. Trash and recyclables shall be stored and placed for pickup in compliance with Town law and in a manner that does not create litter, overflow, odor, or other nuisance conditions.
11. The short-term rental shall comply with all applicable provisions of the Uniform Code, Energy Code, Property Maintenance Code, and Town Code.

§ 270-274. Additional standards for special use permits in non-residential districts.

In considering any application for a special use permit for a short-term rental in the B-1 District or CORR District, the Planning Board may impose such conditions as are necessary to protect neighboring properties and the public interest, including but not limited to conditions relating to occupancy, hours, lighting, signage, buffering, parking, refuse, security, on-site management, frequency of rental, and prohibition of events, consistent with §§ 270-166 and 270-167.

§ 270-275. Prohibited acts.

It shall be unlawful to:

1. Operate, advertise, list, or offer a short-term rental without a valid Town short-term rental permit.
2. Operate, advertise, list, or offer a short-term rental without any required County registration.
3. Exceed approved occupancy limits or approved parking limits.

4. Conduct or permit an event.
5. Permit noise in violation of Chapter 188, including noise from parties, entertainment, music, or social gatherings audible inside any residence during the prohibited hours or otherwise unreasonable under the circumstances.
6. Fail to respond through the host or local contact person within sixty (60) minutes of notice from the Town of a complaint or emergency condition.
7. Provide false or misleading information in any application, renewal, or record required by this Article.

§ 270-276. Event venue rentals.

1. Event venue rentals are prohibited in the R-1 and R-2 Districts. No dwelling unit, lot, yard, swimming pool, patio, deck, or accessory structure in a residential district shall be used, offered, or advertised as an event venue rental.
2. Event venue rentals shall be permitted in the B-1 District or CORR District only upon issuance of a special use permit by the Planning Board pursuant to Article XIX of Chapter 270 and an event venue rental permit pursuant to § 271-19. In acting on such application, the Planning Board may impose conditions relating to occupancy, attendance, hours, parking, traffic, lighting, signage, buffering, refuse, sanitation, security, and on-site management.

§5. Chapter 271 of the Rotterdam Town Code is hereby retitled, and a new Article III is added as follows:

Chapter 271 [Hotel Use Regulations] Hotel and Short-Term Rental Regulations.

Article III

Short-Term Rentals

§ 271-11. Permit required.

No person shall operate a short-term rental in the Town of Rotterdam without first obtaining a Town short-term rental permit from the Code Enforcement Officer. The published Code currently contains §§ 271-1 through 271-10, so beginning the new article at § 271-11 is sequential and nonconflicting.

§ 271-12. Application.

An application for a short-term rental permit shall be made on forms approved by the Town and shall include, at a minimum:

1. Name, address, telephone number, and email address of the owner of record and of any operator or property manager.
2. The property address and tax map parcel number.

3. Proof that the dwelling is the applicant's primary residence, where required.
4. The maximum number of bedrooms and proposed maximum occupancy.
5. A site plan or sketch showing buildings, driveways, legal parking areas, and means of ingress and egress.
6. Proof of liability insurance in an amount satisfactory to the Town Board and set by resolution, but not less than \$500,000 per occurrence.
7. The name and contact information of the local contact person.
8. Proof of current County short-term rental registration, where applicable.
9. Such other information as the Code Enforcement Officer may reasonably require to determine compliance with this Code.

§ 271-13. Inspections.

A. Prior to issuance or renewal of any short-term rental permit, the Code Enforcement Officer or designee may inspect the premises for compliance with this Code and applicable State law.

B. As a condition of permit issuance and renewal, the applicant shall consent to reasonable inspections upon notice, except that no advance notice shall be required where otherwise authorized by law, where necessary to address an immediate threat to life or safety, or where inspection is sought in connection with enforcement of this Code after complaints or observed violations.

C. The Code Enforcement Officer may coordinate inspections and information-sharing with Schenectady County and with the Rotterdam Police Department, Fire Districts, and other governmental agencies authorized by law.

§ 271-14. Permit term; renewal.

A short-term rental permit shall be valid for one year unless sooner suspended or revoked.

§ 271-15. Operating requirements.

Every short-term rental permit holder shall:

1. Post the Town permit number and any County registration number on every listing or advertisement.
2. Post inside the dwelling, in a location visible to occupants, the maximum occupancy, maximum permitted vehicle count, quiet hours, emergency contact information, evacuation information, and a statement that events and parties are prohibited.
3. Maintain a register of all guests stays for not less than two years, including dates of occupancy, number of guests, and the name of the person who made the reservation, and make such records available upon lawful request to the Town's Code Enforcement Officer or Police Department.

4. Use best efforts to ensure compliance by guests with this Code and all other applicable laws.
5. Immediately notify the Town of any change in ownership, local contact person, insurance coverage, or County registration status.

§ 271-16. Complaints and local contact response.

The host or local contact person shall be available at all times and shall respond to any complaint or emergency notice from the Town within sixty (60) minutes. Failure to respond shall constitute a violation of this chapter.

§ 271-17. Suspension and revocation.

A. The Code Enforcement Officer may suspend or revoke a short-term rental permit upon notice and an opportunity to be heard before the Town Board or such hearing officer as may be designated by resolution, upon a finding that:

1. The permit was issued on the basis of false or misleading information.
2. The permit holder has violated any condition of approval or any provision of this Code.
3. The property has been the subject of two or more substantiated violations of Chapter 188, Chapter 89, Chapter 271, or other applicable law within any twelve-month period.
4. The permit holder has failed to maintain required insurance or County registration.
5. Continued operations would threaten public health, safety, or welfare.

B. In addition to any other remedy, the Town may impose a suspension for a stated period, revoke the permit, or declare the property ineligible for a new short-term rental permit for a period not to exceed twelve months.

§ 271-18. Penalties and enforcement.

A. Any violation of this Article shall constitute an offense punishable by a fine of not less than \$500 and not more than \$1,000 for a first offense, by a fine of not less than \$1,000 and not more than \$2,000 for a second offense within five years, and by a fine of not less than \$2,000 and not more than \$5,000 for a third or subsequent offense within five years. Each day a violation continues shall constitute a separate offense.

B. The Town of Rotterdam Police Department and Building/Code Enforcement Department are hereby authorized to issue appearance tickets and shall be primarily responsible for enforcement of this Article, in coordination as necessary with other Town officials.

C. The Town may also seek injunctive relief or any other civil remedy available by law.

§ 271-19. Event venue rental permit.

A. The provisions of §§ 271-13, 271-16, 271-17, and 271-18 shall apply to event venue rentals and event venue rental permits to the same extent as they apply to short-term rentals.

B. Each event venue rental shall comply with the following operating standards:

1. All activity shall comply with Chapter 188, Noise, and applicable quiet hours.
2. Amplified outdoor sound shall cease no later than 10:00 p.m.
3. Attendance and vehicle counts shall not exceed the limits stated in the permit.
4. Event parking shall be arranged so that no parking obstructs sidewalks, fire lanes, neighboring driveways, or public rights-of-way.
5. A local contact person shall be available as provided in § 271-16.
6. Sanitary facilities and refuse removal adequate for the maximum permitted attendance shall be provided.

C. An application for an event venue rental permit shall be made on forms approved by the Town and shall include the information required under § 271-12, together with:

1. The date or dates and hours of each proposed event.
2. The maximum number of attendees and vehicles.
3. A parking and traffic management plan.
4. A sanitation, refuse, and restroom plan.
5. A security and noise-management plan.
6. Proof of liability insurance in an amount satisfactory to the Town Board and set by resolution, but not less than \$1,000,000 per occurrence.

D. An event venue rental permit may be issued either on a per-event basis or as an annual venue permit, as requested by the applicant and approved by the Code Enforcement Officer.

E. Event venue rentals are prohibited in the R-1 and R-2 Districts and shall be permitted only in the B-1 District or CORR District in accordance with § 270-276.

F. No person shall conduct, offer, advertise, or permit an event venue rental in the Town of Rotterdam without first obtaining an event venue rental permit from the Code Enforcement Officer.

§6. Chapter 126 of the Rotterdam Town Code, titled “Fees” is amended to read as follows:

— The Town Board is authorized to establish by resolution application fees, renewal fees, inspection fees, reinspection fees, and hearing fees applicable to short-term rental permits, event venue rental permits (including per-event and annual venue permit fees), and special use permits associated with short-term rental or event venue rental activity. All such fees shall be reasonably related to the cost of administering and enforcing this Local Law.

§7. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence,

paragraph, subdivision, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

§8. Supersession and consistency.

To the extent necessary and permitted by law, this Local Law shall supersede any inconsistent provision of the Code of the Town of Rotterdam. Except as expressly amended hereby, all other provisions of the Town Code shall remain in full force and effect.

§9. Effective date.

This Local Law shall take effect immediately upon filing in the Office of the Secretary of State.

SHORT-TERM RENTAL AND EVENT CODE CHANGES OVERVIEW

What this local law does

- Creates a **comprehensive local framework** for short-term rentals (STRs) and residential event rentals in Rotterdam.
 - **Limits STRs in residential districts to hosted stays only**, bans whole-house STRs in R-1 and R-2, and bans event venues in those districts.
 - Requires **Town permits, inspections, and operating standards** for STRs and residential event venues, coordinated with County registration.
 - Gives the Town **strong enforcement tools**: fines, suspension/revocation, and temporary ineligibility for bad actors.
 - Amends **Chapter 126 (Fees)** to allow the Board to set STR and event-related fees by resolution, tied to actual administration/enforcement costs.
-

Key policy goals

- Protect neighborhood character, quiet enjoyment, and quality of life in residential areas.
 - Prevent homes from functioning as **de facto hotels, motels, or party houses** in residential districts.
 - Preserve local housing stock for long-term residents while allowing **tightly regulated** STR activity.
 - Complement State/County STR registration by adding **local zoning, safety, and nuisance controls**.
-

Where it fits in the Code

The local law amends and coordinates with existing chapters:

- **Chapter 270 – Zoning**
 - Adds definitions: short-term rental, host, booking service, local contact person, hosted vs whole-house STR, event, event venue rental.
 - Adds **new Article XXXII – Short-Term Rentals** setting district rules, standards, and prohibited acts.

- **Chapter 271 – Hotel and Short-Term Rental Regulations**
 - Retitles chapter to cover both hotels and STRs.
 - Adds **Article III – Short-Term Rentals**: permit process, inspections, operating requirements, complaints, suspension/revocation, penalties.
 - Adds a detailed framework for **event venue rental permits**.
 - **Chapter 188 – Noise**
 - Remains applicable; quiet hours and noise enforcement are explicitly tied into STR/event operations.
 - **Chapter 89 – Building Code / Code Enforcement**
 - Confirms code enforcement powers for inspections and orders still apply.
 - **Chapter 126 – Fees**
 - Authorizes the Board to set STR/event-related application, renewal, inspection, reinspection, and hearing fees by resolution, tied to program costs.
-

Zoning rules: Where and what is allowed

Residential districts (R-1 and R-2)

- **Hosted STRs allowed with a Town permit**
 - Only if the dwelling is the **host's primary residence**.
 - Subject to detailed operational standards (occupancy, parking, quiet hours, no events, safety equipment, etc.).
- **Whole-house STRs prohibited**
 - No non-owner/absentee, entire-house STRs in R-1 or R-2.
- **Event venue rentals prohibited**
 - No dwelling, yard, pool, patio, or accessory structure may be used or advertised as an event venue rental in R-1 or R-2.

Business and corridor districts (B-1 and CORR – Corridor Commercial Overlay District)

- **Short-term rentals**
 - Allowed **only** with:
 - A **special use permit** from the Planning Board under Article XIX, and

- A **Town STR permit** under Chapter 271 (unless separately approved as a hotel, motel, B&B, inn, or boardinghouse).
 - **Event venue rentals**
 - Allowed only in B-1 and CORR with:
 - A **special use permit** from the Planning Board, and
 - An **event venue rental permit** from the Code Enforcement Officer.
-

Operational standards: How STRs must operate

Applies mainly to **hosted STRs in R-1/R-2** and STRs with permits elsewhere.

- **Primary residence requirement** for hosted STRs in R-1/R-2.
- **Occupancy limit:**
 - Max overnight occupancy = **2 people per lawful bedroom + 2**, capped at **10 people** total.
- **Parking limit:**
 - Vehicles cannot exceed legal off-street spaces and may not block sidewalks, fire lanes, driveways, or rights-of-way.
- **Noise and quiet hours:**
 - Outdoor amplified sound prohibited.
 - Quiet hours between **10 p.m. and 8 a.m.**, with reference to Chapter 188.
- **No events at STRs** in residential districts.
- **Safety measures:** smoke/CO detectors, fire extinguishers, posted emergency information and egress diagrams if required.
- **Local contact person:**
 - Must be reachable 24/7 and able to be physically on site within 60 minutes; info filed with Town.
- **Trash and maintenance:**
 - Must follow Town rules, avoid litter, overflow, odor, and nuisance conditions.
- Full compliance required with **Uniform Code, Energy Code, Property Maintenance Code, and Town Code.**

Event venue rentals: Key points

Event venue rentals are treated as **commercial-type event uses on residentially-located property**, and are tightly controlled.

- **Definition** includes: weddings, parties, receptions, reunions, catered events, amplified music events, etc., when offered for compensation on residential property.
- **Banned in R-1 and R-2** under new § 270-276.
- **Allowed only in B-1/CORR** with:
 - Planning Board **special use permit**, and
 - Event venue rental permit under § 271-19.
- Operating standards address attendance limits, vehicle counts, parking plans, noise (including a 10 p.m. cutoff for amplified outdoor sound), sanitation, refuse, and security.
- Event venue permits can be **per-event** or **annual**, at CEO's approval.

Permits, inspections, and enforcement

STR permits (Article III, Chapter 271)

- **Permit required** for any STR in Town.
- **Application must include:** owner and operator info; property address and SBL; proof of primary residence (where required); bedroom and occupancy counts; site plan/sketch; liability insurance (minimum \$500,000, with amount set by Board); local contact info; proof of County registration; and any other info CEO reasonably requires.
- **Inspections:**
 - CEO may inspect before issuance or renewal; application requires consent to reasonable inspections, including no-notice inspections in limited circumstances (e.g., emergency or active enforcement).
- **Term:** permit is valid for **one year**, unless suspended or revoked sooner.

Operating requirements for permit holders

Permit holder must:

- Post Town permit and County registration numbers on all listings.

- Post inside the dwelling: max occupancy, vehicle limit, quiet hours, emergency contact, evacuation info, and event/party prohibition.
- Maintain a guest register for at least **2 years** and provide it on lawful request.
- Use best efforts to ensure guest compliance.
- Notify Town of changes in ownership, contact person, insurance, or County registration.

Complaints, suspension, and penalties

- **Complaint response:** host or local contact must respond to Town within **60 minutes** of notice of a complaint or emergency. Failure is a violation.
- **Suspension/revocation:** CEO may suspend or revoke after **notice and opportunity to be heard** before the Board or a designated hearing officer when, for example:
 - Permit obtained by false information.
 - Violations of permit conditions or Code.
 - Two or more substantiated violations within 12 months.
 - Loss of required insurance or County registration.
 - Continued operation threatens health, safety, or welfare.
- Possible sanctions: suspension for a set period, revocation, or **temporary ineligibility** for a new STR permit for up to **12 months**.

Fines and enforcement agencies

- Graduated fines for violations of Article III:
 - First offense: **\$500–\$1,000**.
 - Second offense in 5 years: **\$1,000–\$2,000**.
 - Third or later offense in 5 years: **\$2,000–\$5,000**.
 - Each day a violation continues is a separate offense.
- **Primary enforcement:** Rotterdam Police Department and Building/Code Enforcement Department, with authority to issue appearance tickets and seek injunctive or civil relief.

Fees and cost recovery

- Amends **Chapter 126 (Fees)** to expressly authorize the Town Board to set, by resolution:

- STR application fees, renewal fees, inspection and reinspection fees, and hearing fees.
 - Event venue rental permit fees, including per-event and annual venue fees.
 - Any special use permit fees associated with STRs or event venue rentals.
 - All such fees must be **reasonably related to the cost** of administering and enforcing the law.
-

Proposed Short-Term Rental and Event Venue Rental Fee Schedule

Fee	Amount
Short-term rental permit - initial application	\$250
Short-term rental permit - annual renewal	\$150
Inspection (initial / renewal)	\$100
Reinspection (per follow-up inspection after a failed inspection)	\$100
Event venue rental permit - per event	\$250
Event venue rental permit - annual venue permit	\$1,000
Special use permit - STR or event venue use in B-1 or CORR District	\$500
Suspension or revocation hearing fee	\$250
Late renewal fee (renewal submitted after expiration)	\$75

Notes on the amounts:

- **Application (\$250) / renewal (\$150).** Set to recover intake, recordkeeping, and administrative review costs while remaining proportionate for a primarily owner-occupied, hosted-rental program in the R-1/R-2 districts.
- **Inspection / reinspection (\$100 each).** Mirrors the per-inspection cost-recovery approach the Code already uses for building and fire safety inspections under §89-18.
- **Event venue fees.** Carried over because your draft fee provision references "per-event and annual venue permit fees." As I flagged before, these fees presuppose an event venue

rental permit that no operative section of the law currently creates. **Do not adopt the event venue fees until the substantive permit provisions exist**, or remove them.

- **Special use permit (\$500).** Reflects the greater Planning Board review burden for STRs in the B-1/CORR districts under §270-274.
 - **Hearing fee (\$250).** Recovers the cost of a suspension/revocation proceeding under §271-17.
-

FAQ

Q1: Does this ban all short-term rentals in Rotterdam?

A: No. Hosted STRs are allowed in R-1 and R-2 when the dwelling is the host's primary residence and the host obtains a Town STR permit (and County registration where required). STRs may also be allowed in B-1 and CORR with a special use permit and STR permit. What is prohibited in R-1 and R-2 is whole-house STRs and any event venue rentals.

Q2: What is the difference between a "hosted" and a "whole-house" short-term rental?

A: A hosted STR is one where the owner or lawful permanent occupant stays on-site overnight during the guest's stay. A whole-house STR is where guests have the entire dwelling and no owner/occupant remains on-site; those are prohibited in R-1 and R-2.

Q3: Are backyard weddings and pool parties being banned?

A: Casual, non-commercial gatherings of family and friends at a private home are not the target. The law regulates **Event Venue Rentals**: commercial use of residential property as a paid event venue (weddings, parties, reunions, etc.), especially when advertised or arranged through platforms. Those uses are banned in R-1 and R-2, and require permits and special use approval in B-1/CORR.

Q4: How does this interact with the County and State STR rules?

A: The law assumes County registration will exist and requires hosts to maintain County registration where applicable, and to provide the registration number to the Town. The Town's law focuses on **zoning, permits, safety, nuisance, and enforcement**, which remain within local authority.

Q5: Who enforces this and how quickly can the Town act on problem properties?

A: The Rotterdam Police Department and Building/Code Enforcement Department are primary enforcers and can issue appearance tickets. The CEO can also seek suspension or revocation of a permit, or temporary ineligibility, after notice and a hearing, particularly where there are repeated violations or safety concerns.

Q6: What are the penalties for repeat offenders?

A: Fines escalate quickly (up to \$5,000 per offense), each day of noncompliance is a separate offense, and the Town can suspend/revoke permits or bar the property from getting a new permit for up to a year.

Q7: How will the fees be set?

A: The local law does not fix dollar amounts. Instead, it authorizes the Town Board under Chapter 126 to adopt fees by resolution for applications, renewals, inspections, reinspections, hearings, and event venue permits. Those fees must be tied to the Town's administrative and enforcement costs.

Q8: What protections are there for neighbors?

A: The law provides clear occupancy and parking limits, quiet hours, a ban on events in residential districts, mandatory local contacts who must respond within 60 minutes, and strong enforcement penalties and permit revocation options when there are substantiated violations.

RESOLUTION NO. 203.26

TO ADOPT MEETING MINUTES OF JULY 8, 2026, TOWN BOARD MEETING

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of July 8, 2026, Town Board Meeting, as attached.

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 27, 2026

TO: Town Board

FROM: Megan Griffin, Town Clerk

TITLE OF REQUEST: To Adopt Meeting Minutes of July 8, 2026, Town Board Meeting

TOWN BOARD MEETING DATE: August 12, 2026

Background Information: To adopt meeting minutes of July 8, 2026, Town Board Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To adopt meeting minutes of July 8, 2026.

Attachment/Document(s): Certified Resolutions #180.26 through #202.26 from the July 8, 2026, Town Board Meeting.

Compliance with Purchasing Policy? N/A

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

LEGISLATION PREPARED BY: Town Clerk, Megan Griffin



TOWN OF ROTTERDAM

TOWN CLERK

Megan Griffin

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

Telephone: (518)355-7575 Ext: 352 ♦ Fax: (518)355-7837

Website: www.townofrotterdam.gov ♦ Email mgriffin@townofrotterdam.gov

July 10, 2026

Certified Resolution Nos. **180.26 through 189.26, 191.26 through 198.26 and 200.26 through 202.26** for the year 2026 were duly adopted, and Resolution Nos. **190.26 and 199.26** were duly tabled by the Town Board of the Town of Rotterdam at a regular Town Board Meeting held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306, on **Wednesday, July 8, 2026.**

The meeting commenced at approximately 7:00 p.m.

Resolution Nos. **181.26, 182.26, 184.26, 185.26, 187.26, 188.26, 192.26, 193.26, 194.26, 195.26, 196.26, 201.26, and 202.26** were adopted on consent without objection upon motion by **Councilmember Schlag**, seconded by **Councilmember DeSantis**.

Resolution Nos. **180.26, 183.26, 186.26, 189.26, 191.26, 197.26, 198.26, and 200.26** were each adopted by roll call vote.

Motion No. 11, made by **Councilmember Gallucci** and seconded by **Councilmember Matelitz**, failed to keep the public hearing open.

Motion No. 12, made by **Councilmember DeSantis** and seconded by **Councilmember Schlag**, carried to table Resolution Nos. 190.26 and 199.26.

Motion No. 13, made by **Councilmember DeSantis** and seconded by **Councilmember Schlag**, carried to add Resolution Nos. 201.26 and 202.26.

Motion No. 14, made by **Councilmember Gallucci** and seconded by **Councilmember Matelitz**, carried to replace the member being appointed in Resolution No. 183.26 with Rich Kranick.

Motion No. 15, made by **Councilmember Schlag** and seconded by **Councilmember DeSantis**, carried to amend Section 1 of Resolution 200.26.

The Town Board Meeting adjourned at approximately **8:58 p.m.** upon motion by **Councilmember DeSantis**, seconded by **Councilmember Schlag**. All Councilmembers present voted in favor of adjournment.

Megan Griffin

Megan Griffin, Town Clerk

**MEETING OF THE
ROTTERDAM TOWN BOARD**

July 08, 2026
7:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATION-Proclamation for Kaden Krajewski, Jahaun Johnson, Logan Guillaume

**PUBLIC HEARING- TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY
LOCAL LAW NO. __ OF 2026 TO AMEND SECTION 265, RELATING TO PROPERTY
MAINTENANCE OF THE TOWN CODE OF THE TOWN OF ROTTERDAM -CLOSED**

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

GENERAL RULES OF PROCEDURE FOR PUBLIC HEARINGS & PRIVILEGE OF THE FLOOR:

Any person recognized by the Town Supervisor to speak during the privilege of the floor shall direct his/her comments to the Town Supervisor as chair of the meeting. Any person granted the privilege of the floor shall first clearly state his/her name and whether they are a resident or non-resident of the Town of Rotterdam for the record. The purpose of the privilege of the floor shall be for speakers to express their views, thoughts, and speak freely. Each speaker who wishes to address the Town Board shall have an equal and reasonable opportunity to be heard by the Town Board. Each speaker should be given a maximum of four (4) minutes to address the Town Board.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

- 11.26** To keep the public hearing open. **FAILED**
- 12.26** To table Resolution Nos. 190.26 and 199.26.
- 13.26** To add Resolution Nos. 201.26 and 202.26 to the consent agenda.
- 14.26** Replace the member being appointed in Resolution No. 183.26 with Rich Kranick.
- 15.26** To amend Section 1 of Resolution 200.26.

RESOLUTIONS

- 180.26** Accepting Town Board Meeting Minutes of June 10, 2026, Town Board Meeting.
- 181.26** To accept revenue for the Town Clerk's office for June 2026.
- 182.26** Authorizing summer hours for the Town of Rotterdam Highway Department employees.
- 183.26** To appoint member of the Town of Rotterdam to the Parks and Recreation Advisory Committee.
- 184.26** To accept bid and award Decker Group Northeast, LLC contract for Gate Valve Replacement at Well No. 3 building and other amenities.
- 185.26** Authorize Supervisor to enter into out of district sewer contract.
- 186.26** Authorize Supervisor to request the New York state Comptroller Office to conduct an audit of the Town of Rotterdam.
- 187.26** Authorizing summer hours for the Town of Rotterdam Water and Sewer Department Employees.
- 188.26** To accept a monetary donation from the Mohonasen Band Boosters Group, Inc. for the Rotterdam Senior Center.
- 189.26** To approve purchase and installation of police cameras.
- 190.26** To adopt Local Law 5 of 2026, Amending Section 265, relating to Property Maintenance of the Town code of the Town of Rotterdam. **TABLED**
- 191.26** Issuance of a SEQR Negative Declaration for Water Meter Installation Project
- 192.26** To approve budget transfers to the 2026 budget.

- 193.26** Authorize Supervisor to sign agreement for a Town Designated Engineer (TDE) to review Ext. 1 of Sewer District 6.
- 194.26** Authorize the Rotterdam Police Department to declare a police vehicle obsolete and be put to auction.
- 195.26** Authorize the Rotterdam Police Department to declare police equipment as a surplus.
- 196.26** Authorizing summer hours for the Town of Rotterdam Parks Department employees.
- 197.26** To authorize the Supervisor to request proposals from engineering firms to provide design, environmental review and construction of a sports complex.
- 198.26** Authorize a Memorandum of Agreement (MOA) between the Town of Rotterdam and the Civil Service Employees Association, Inc., recognizing the new job title of Planner I in the Town of Rotterdam.
- 199.26** To negotiate and execute an agreement with KB Engineering & Architecture, P.C. for professional engineering services related to the updates the Mercury Minimization Plan.
TABLED
- 200.26** To authorize the Town Supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employees' Association, amending Article VVI, Section I regarding overtime and compensatory time.
- 201.26** Requesting Bids for Highway Resurfacing.
- 202.26** To recognize the introduction of Introductory Local Law No. __ of 2026; To amend Section 270-5, and adding a new article, XXXII, relating to short term rentals of the Town Code of the Town of Rotterdam and scheduling a public hearing thereon.

MISCELLANEOUS

SUPERVISOR'S REMARKS: Supervisor John Polimeni

EXECUTIVE SESSION

ADJOURNMENT John Polimeni, Supervisor

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following motion failed:

MOTION 11.26 FAILED

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

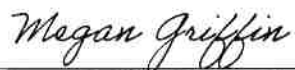
SECTION 1. Councilmember Gallucci made a motion, seconded by Councilmember Matelitz to keep the public hearing open. Public Hearing closed.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag		X	
DeSantis		X	
Gallucci	X		
Matelitz	X		
Polimeni		X	

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion failed by the Town Board of the Town of Rotterdam on July 8, 2026, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.


Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following motion was duly passed:

MOTION 12.26

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Councilmember DeSantis made a motion, seconded by Councilmember Schlag to table Resolution Nos. 190.26 and 199.26.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was passed by the Town Board of the Town of Rotterdam on July 8, 2026, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin
Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following motion was duly passed:

MOTION 13.26

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Councilmember DeSantis made a motion, seconded by Councilmember Schlag to add Resolution Nos. 201.26 and 202.26 to the consent agenda.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was passed by the Town Board of the Town of Rotterdam on July 8, 2026, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following motion was duly passed:

MOTION 14.26

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Councilmember Gallucci made a motion, seconded by Councilmember Matelitz to replace the member being appointed in Resolution No. 183.26 with Rich Kranick.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis		X	
Gallucci	X		
Matelitz	X		
Polimeni		X	

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was passed by the Town Board of the Town of Rotterdam on July 8, 2026, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk’s office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.


Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following motion was duly passed:

MOTION 15.26

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Councilmember Schlag made a motion, seconded by Councilmember DeSantis to amend Section 1 of Resolution 200.26.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was passed by the Town Board of the Town of Rotterdam on July 8, 2026, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk’s office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin
Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 180.26

TO ADOPT MEETING MINUTES OF THE JUNE 10, 2026, TOWN BOARD MEETING

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of June 10, 2026, Town Board Meeting, as attached.

SECTION 2. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.


Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 181.26

TO ACCEPT REVENUE FOR THE TOWN CLERK'S OFFICE FOR JUNE 2026

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for June 2026 was placed on file, and the Town Clerk's check in the amount of five thousand five hundred sixty-eight dollars and 27/100 (\$5,568.27) was submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin
Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 182.26

**AUTHORIZING SUMMER HOURS FOR THE TOWN OF ROTTERDAM HIGHWAY
DEPARTMENT EMPLOYEES**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby authorizes the Rotterdam Highway Department to transition to summer work schedule consisting of nine (9) weeks commencing on July 6th and conclude on September 7th, 2026, eight (8) hour workdays, beginning at 6:00 AM and ending at 2:00 PM.

SECTION 2. The Highway Superintendent shall ensure that adequate coverage is maintained for necessary public services, emergency responses and routine maintenance throughout the work week.

SECTION 3. All full-time employees participating in this schedule will utilize accrued leave for any absences on scheduled workdays.

SECTION 4. This resolution shall become effective July 8th, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 183.26

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

THEREFORE, UPON MOTION OF Councilmember **DESANTIS**, seconded by Councilmember **MATELITZ**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individual of Rotterdam, New York, is hereby appointed as a member to the Town of Rotterdam Parks and Recreation Advisory Committee for a two and a half (2.5) year term commencing on July 8, 2026, through December 31, 2026.

Rich Kranick

SECTION 2. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis		X	
Gallucci	X		
Matelitz	X		
Polimeni		X	

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 184.26

**TO ACCEPT BID AND AWARD DECKER GROUP NORTHEAST, LLC CONTRACT
FOR GATE VALVE REPLACEMENT AT WELL NO. 3 BUILDING AND OTHER
AMENITIES**

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

**GATE VALVE AND SWING CHECK VALVE REPLACEMENT AT WELL NO. 3
BUILDING AND OTHER AMENITIES**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Gate valve and swing check replacement at well No. 3 Building and other Amenities for the Town of Rotterdam to Decker Group Northeast LLC, corporate offices located at 1632 Main Street, Pattersonville, NY 12137, with a bid amount not to exceed forty-thousand two hundred and thirty-two and 00/100 (\$40,232.00).

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

SECTION 3. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 185.26

AUTHORIZE SUPERVISOR TO ENTER INTO OUT OF DISTRICT SEWER CONTRACT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam on behalf of Sewer District No. 2 (Ext 12) of the Town of Rotterdam, does hereby approve of an out of district contract between Sewer District No 2 and Stephanis Dombrowski, to provide sewer service to real property known as Tax Map No. 58.19-3-5, located at 103 Steeple Way, for supplying sewer service to the consumer, who resides outside the district. The sewer services shall be in conformance with a written agreement between the Town of Rotterdam and Stephanie Dombrowski, incorporating the terms and conditions.

SECTION 2. The Supervisor of the Town of Rotterdam is authorized to execute a contract with Stephanie Dombrowski on behalf of Sewer District No 2 of the town of Rotterdam.

SECTION 3. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 186.26

**AUTHORIZE SUPERVISOR TO REQUEST THE NEW YORK STATE
COMPTROLLER TO CONDUCT AN AUDIT OF THE TOWN OF ROTTERDAM**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam authorizes the Supervisor to request the New York State Comptroller's Office to conduct an audit for the Town of Rotterdam for the period of 2019 to 2025.

SECTION 2. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci		X	
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 187.26

AUTHORIZING SUMMER HOURS FOR THE TOWN OF ROTTERDAM WATER AND SEWER DEPARTMENT EMPLOYEES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby authorizes the Rotterdam Water and Sewer Department to transition to summer work schedule consisting of nine (9) weeks commencing on July 6th and conclude on September 7th, 2026, eight (8) hour workdays, beginning at 6:00 AM and ending at 2:00 PM.

SECTION 2. The Water and Sewer Maintenance Manager shall ensure that adequate coverage is maintained for necessary public services, emergency responses and routine maintenance throughout the work week.

SECTION 3. All full-time employees participating in this schedule will utilize accrued leave for any absences on scheduled workdays.

SECTION 4. This resolution shall become effective July 8th, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin
Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 188.26

TO ACCEPT A MONETARY DONATION FROM THE MOHONASEN BAND BOOSTERS GROUP. INC. FOR THE ROTTERDAM SENIOR CENTER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts a monetary donation from the Mohonasen Band Boosters Group. Inc. in the amount of two hundred dollars and 00/100 (\$200.00) dollars, for the Rotterdam Senior Center.

SECTION 2. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 189.26

TO APPROVE PURCHASE AND INSTALLATION OF POLICE CAMERAS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 103 of the General Municipal Law of the State of New York, the Town hereby authorizes the police department to accept the quote submitted by eCLIPSE Network Solutions for the purchase and installation of new cameras.

SECTION 2. This resolution shall become effective July 08, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly **tabled**:

RESOLUTION NO. 190.26 TABLED BY MOTION NO. 12.26

**TO ADOPT LOCAL LAW 5 OF 2026, AMENDING SECTION 265, RELATING TO
PROPERTY MAINTENANCE OF THE TOWN CODE OF THE TOWN OF
ROTTERDAM**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby adopts Local Law #5 of 2026.

SECTION 2. The Town Clerk is directed, following consultation with the Town Attorney, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This tabled resolution shall become effective July 8, 2026.

DATED: July 8, 2026, **TABLED**

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was **tabled** at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.


Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 191.26

**ISSUANCE OF A SEQR NEGATIVE DECLARATION FOR WATER METER
INSTALLATION PROJECT**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby issues a Negative Declaration under 6 NYCRR Part 617 SEQR (State Environmental Quality Review) on the installation of residential water meters in Water District #5.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6 NYCRR Part 617 SEQR (State Environmental Quality Review).

SECTION 3. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 192.26

TO APPROVE BUDGET TRANSFERS TO THE 2026 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2026 are hereby audited and approved:

<u>Fund</u>	<u>Account No.</u>	<u>Title</u>	<u>Amount</u>
A	TO: A5010 4270	MISC. EXPENSE	\$400.00
A	FROM: A5010 4201	SUPERINTENDENT HWY CELL PHONE	\$400.00
SW5	TO: W58320 4879	W5 INSTRUMENT PUMP MAINTENANCE	\$200.00
SW5	FROM: W58320 4880	W5 EQUIPMENT MAINTENANCE & REPAIR	\$200.00
A	TO: A1410 4801	SOFTWARE	\$80.00
A	FROM: A1410 4300	CONFERENCES	\$80.00

SECTION 2. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting

of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 193.26

AUTHORIZE SUPERVISOR TO SIGN AGREEMENT FOR A TOWN DESIGNATED ENGINEER (TDE) TO REVIEW EXT. 1 OF SEWER DISTRICT 6

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town of Rotterdam does not employ an Engineer for the review of Sewer Districts and/or Extensions.

SECTION 2. The Rotterdam Town Board approved a list of Town Designated Engineers to be utilized for such plan review at its January 1, 2026 organizational meeting.

SECTION 3. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to sign agreement for a Town Designated Engineer to review Ext. 1 of Sewer District 6.

SECTION 4. The Supervisor of the Town of Rotterdam is authorized to sign agreement for a Town Designated Engineer to review Ext. 1 of Sewer District 6.

SECTION 5. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 194.26

AUTHORIZE THE ROTTERDAM POLICE DEPARTMENT TO DECLARE A POLICE VEHICLE OBSOLETE AND BE PUT TO AUCTION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Rotterdam Police Department to declare the following police vehicle obsolete and to be put up for auction-

2016 Ford Explorer, VIN # 1FM5K8AR9GGC67176 (198,145 miles)

SECTION 2. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin
Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 195.26

AUTHORIZE THE ROTTERDAM POLICE DEPARTMENT TO DECLARE POLICE EQUIPMENT AS A SURPLUS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Rotterdam Police Department to declare the following police equipment a surplus and to be transferred to BOTACH, 4775 West Harmon Ave, Las Vegas, NV 89103, and be executed as a property trade-in, yielding agency credit to be used exclusively for the procurement of authorized agency equipment:

Type / Model #	Serial number	Caliber	Quantity
Remington 700 308 Sniper Rifle w/ Leupold scope	G635173	.308	1
DPMS AR Rifle	30901	5.56	1
Winchester Model 1200 Shotgun	L1305430	12 q	1
Def-Tee 37mm Gas Gun Pistol	DO1622	37mm	1
CTS TL1-37mm Gas Launcher	CT1896	37mm	1
Sniper Rifle Baq			1
Zistos Pole Camera System w/antenna			1
SWAT Type body Armor (ACU Pattern)			11
PASGT Helmets w/covers (ACU Pattern)			13
Armor plates			10
Galls XL Gear baqs			12
Troy Industries Rifle Sling			7
Blackhawk Gun Belts			11
EOTech Optic w/NV Mode			5
TCI Liberator Headsets			11
Safariland 6360 Holster			1
Safariland Series 7 Holster			1
Safariland Series 7378 Holster			1
Gas Mask w/voice emitter			10
X26 Taser Holsters			29
X26P Taser Holsters			15
Streamlight TLR7 (side activation)			3
Streamlight TLR7A			25
Streamlight TLR1			16
Streamlight TLR1 HL			6
Streamlight M3			1
Streamlight M6 wired laser			5
Streamlight replacement bulb for M3/M6			6
INFORCE rail mount weapon light			5
AXON AX1023 Body 3 Camera			32
AXOX Body 3 - 8 Camera Dock			4

Bluegun - X26 Taser			3
Blue X26 Taser training cartridge			4
Blue X26 Taser training cartridge 2x holder			1
Taser X26 Data cable			1
Taser X26P Data cable			1
Taser X26P - XPPM Spare Cartridge Battery Pack			1

AR Rear Backplate Sling Mounts			9
AR Rear Backplates			4
AR Charging Handle			2
AR Rear sling mount for (Collapsible stock)			2
AR Standard Trigger Guard Assembly			12
Camelback Hydration Pack (Garro)			3
Tanqodown Foregrip (AR-1913)			1
Trijicon 600227 Night Sights			2
Standard AR Pistol Grip			2
Collapsible Batons Monadnock - New			2
Collapsible Batons Monadnock Holder - New			2
Collapsible Batons Used with Holder			3
MSA Millenium Gas Mask			4
MSA Riot Control Agent Canister	818264		25
MSA CBRN Canister	10046570		10
308 Ammunition GM308M (200 rnd Case)			4
CTS 3431 37mm CS Powder Barricade Projectile			5
CTS 3441 37mm OC Powder Barricade Projectile			1
CTS 3421 37mm CN Powder Barricade Projectile			1
CTS 3340 37mm OC Liquid Barricade Projectile			5
37mm Wooden Baton Projectile			4
Blackhawk SERPA holster			1
45 GAP Action Target Dummy Rounds (50)			1
Glock Magazines		40	4
Glock Magazines		40	2
Blackhawk Gen II Shotgun Recoil Stock / Forend Kit			1
Motorola Headset	JMMN4066		12

SECTION 2. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 196.26

**AUTHORIZING SUMMER HOURS FOR THE TOWN OF ROTTERDAM PARKS
DEPARTMENT EMPLOYEES**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby authorizes the Rotterdam Parks Department to transition to summer work schedule consisting of nine (9) weeks commencing on July 6th and conclude on September 7th, 2026, eight (8) hour workdays, beginning at 6:00 AM and ending at 2:00 PM.

SECTION 2. The Parks Department Supervisor shall ensure that adequate coverage is maintained for necessary public services, emergency responses and routine maintenance throughout the work week.

SECTION 3. All full-time employees participating in this schedule will utilize accrued leave for any absences on scheduled workdays.

SECTION 4. This resolution shall become effective July 8th, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 197.26

**TO AUTHORIZE THE SUPERVISOR TO REQUEST PROPOSALS FROM
ENGINEERING FIRMS TO PROVIDE DESIGN, ENVIRONMENTAL REVIEW
AND CONSTRUCTION OF A SPORTS COMPLEX**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board acknowledges that the Town received a \$4,000,000 grant from New York State for the purpose of developing of a Sports Complex at 210 and 212 Phillips Rd.

SECTION 2. The Town Board further acknowledges that a consultant will need to be hired to perform the design and environmental reviews of the new facility.

SECTION 3. The Town Board hereby authorizes the Supervisor to review and rank submitted proposals and return to the Town Board with a recommendation for selection of the most qualified engineering firm for the project.

SECTION 4. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 198.26

AUTHORIZE A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL SERVICE EMPLOYEES’ ASSOCIATION, INC., RECOGNIZING THE NEW JOB TITLE OF PLANNER I IN THE TOWN OF ROTTERDAM

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute the MOA between the Town of Rotterdam and the Civil Service Employees Association, recognizing the new title of Planner I within the Town of Rotterdam.

SECTION 2. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk’s office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin
Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly **tabled**:

RESOLUTION NO. 199.26 TABLED BY MOTION NO. 12.26

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING & ARCHITECTURE, P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE UPDATES THE MERCURY MINIMIZATION PLAN

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with, KB Engineering & Architecture, P.C., located at 100 Great Oaks Boulevard, Suite 114, Albany, New York 12203, for professional engineering services to draft and compile updates to the Mercury Minimization Program (MMP) Plan for compliance with the SPDES permit, required by the NYSDEC, in an amount not to exceed two thousand seven hundred and 00/100 (\$2,700.00) dollars to be billed monthly as a percentage of the work is completed.

SECTION 2. This tabled resolution shall become effective July 8, 2026.

DATED: July 8, 2026, **TABLED**

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was **tabled** at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.


Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 200.26

TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL SERVICE EMPLOYEES' ASSOCIATION AMENDING ARTICLE VII, SECTION 1 REGARDING OVERTIME AND COMPENSATORY TIME

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association (CSEA) amending article VII, Section I regarding overtime and compensatory time under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.

SECTION 2. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci			X
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin
Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 201.26

REQUESTING BIDS FOR HIGHWAY RESURFACING

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for highway resurfacing.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday 24th day of July 2026, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**6.3mm POLYMER-MODIFIED HOT MIX ASPHALT
HIGHWAY RESURFACING**

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

**ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
10:00 A.M., FRIDAY JULY 24, 2026**

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

BY ORDER OF THE ROTTERDAM TOWN BOARD
MEGAN GRIFFIN, TOWN CLERK

DATED: July 8, 2026

BidNet: Please publish on July 9, 2026

Daily Gazette: Please publish once on July 10, 2026

Town Clerk Post

SECTION 3. This resolution shall become effective July 8, 2026

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin
Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, July 8, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 202.26

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2026 TO AMEND SECTION 270-5, AND ADDING A NEW ARTICLE, XXXII, RELATING TO SHORT TERM RENTALS OF THE TOWN CODE OF THE TOWN OF ROTTERDAM AND SCHEDULING A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. __ of 2026 to amend Section 270-5, and add article XXXII to section 270, Short-term rentals, of the Town Code of the Town of Rotterdam.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Town Hall, 1100 Sunrise Blvd, Rotterdam, New York 12306 at 7:00 p.m. on the 12th day of AUGUST for the following purpose:

For the enactment of Introductory Local Law No. __ of 2026 relating to Section 270, Adding Short-term rentals, of the Town Code of the Town of Rotterdam.

**BY ORDER OF THE ROTTERDAM TOWN BOARD
MEGAN GRIFFIN, TOWN CLERK**

DATED: July 8, 2026

Daily Gazette: Please publish once on July 10, 2026

Town Clerk

Post

SECTION 3. This resolution shall become effective July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	X		
DeSantis	X		
Gallucci	X		
Matelitz	X		
Polimeni	X		

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved at the Town Board Meeting of the Town of Rotterdam on July 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office. **I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 10, 2026.

Megan Griffin

Megan Griffin, Town Clerk



RESOLUTION NO. 204.26

TO ACCEPT REVENUE FOR THE TOWN CLERK'S OFFICE FOR JULY 2026

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for July 2026 was placed on file, and the Town Clerk's check in the amount of four thousand nine hundred nineteen dollars and 98/100 (\$4,919.98) was submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 3, 2026

TO: John Polimeni, Town Supervisor

FROM: Megan Griffin, Town Clerk

TITLE OF REQUEST: To Accept Revenue for the Town Clerk's Office for July 2026

TOWN BOARD MEETING DATE: August 12, 2026

Background Information: Attached

Evaluation/Analysis: Revenue brought in for the month of July 2026 needs deposited.

Recommendation(s): Approve the revenue for the month of July to be deposited into the Supervisors' account.

Attachment/Document(s): Revenue tracking documents for July 2026.

Compliance with Purchasing Policy? N/A

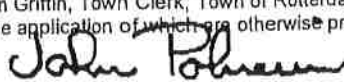
Effect(s) on Existing Law(s)? N/A

LEGISLATION PREPARED BY: Town Clerk, Megan Griffin

Account Description	Fee Description	Account#	Qty	Local Share	
Bingo 3%	Bingo 3%	A2530	9	147.60	
			Sub-Total:	\$147.60	
Conservation	Conservation	A1255	9	21.88	
			Sub-Total:	\$21.88	
Dog Licensing	Exempt Dog	A2544	4	0.00	
Dog Licensing	Female, Spayed	A2544	123	1,722.00	
Dog Licensing	Female, Unspayed	A2544	6	102.00	
Dog Licensing	Male, Neutered	A2544	121	1,694.00	
Dog Licensing	Male, Unneutered	A2544	17	289.00	
Dog Licensing	Replacement Tags	A2544	2	6.00	
			Sub-Total:	\$3,813.00	
Genealogy Fee	Genealogy		1	22.00	
			Sub-Total:	\$22.00	
Late Fees	Late Fee -Dog Renewal	A1550	45	450.00	
			Sub-Total:	\$450.00	
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	7	122.50	
			Sub-Total:	\$122.50	
MISC. FEES	Certified Copies	A1255	54	540.00	
			Sub-Total:	\$540.00	
One Day Officiant License	One Day Officiant License	A1255	2	50.00	
			Sub-Total:	\$50.00	
PERMIT FEES	Garage Sale	A2590	84	420.00	
			Sub-Total:	\$420.00	
Senior Discount	Senior Discount	A2544	80	-792.00	
			Sub-Total:	-\$792.00	
Soliciting Hawking Peddler (Additional)	Soliciting Hawking Peddler (Additional)		1	125.00	
			Sub-Total:	\$125.00	
Total Local Shares Remitted:				\$4,919.98	
Amount paid to:	NYS Ag. & Markets for spay/neuter program			313.00	
Amount paid to:	NYS Environmental Conservation			426.12	
Amount paid to:	State Health Dept. For Marriage Licenses			157.50	
Total State, County & Local Revenues:		\$5,816.60	Total Non-Local Revenues:		\$896.62

To the Supervisor:

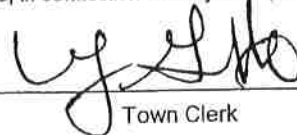
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Megan Griffin, Town Clerk, Town of Rotterdam during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.



Supervisor

8/3/26

Date



Town Clerk

8/3/26

Date

Monthly Worksheet of Daily Work
July 2026

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKT PORTION	TOWN PORTION	DOG PARK NON- RESIDENT	MCSPCA DONATION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	ONE Day Officiant
7/1/2026	\$312.31	\$0.00	\$0.00	\$0.00	\$121.00	\$12.00	\$109.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.31	\$0.00	\$0.00	\$0.00
7/2/2026	\$120.00	\$0.00	\$0.00	\$0.00	\$85.00	\$7.00	\$88.00	\$0.00	\$0.00	\$0.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
7/6/2026	\$170.00	\$38.00	\$35.90	\$2.10	\$80.00	\$6.00	\$74.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/7/2026	\$627.00	\$150.00	\$141.72	\$8.28	\$292.00	\$33.00	\$259.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/8/2026	\$355.00	\$30.00	\$28.34	\$1.66	\$230.00	\$19.00	\$211.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00
7/9/2026	\$303.36	\$0.00	\$0.00	\$0.00	\$185.00	\$15.00	\$170.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.36	\$0.00	\$0.00	\$0.00
7/10/2026	\$492.00	\$25.00	\$23.62	\$1.38	\$352.00	\$36.00	\$316.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/13/2026	\$339.00	\$55.00	\$51.96	\$3.04	\$194.00	\$17.00	\$177.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
7/14/2026	\$220.00	\$0.00	\$0.00	\$0.00	\$140.00	\$12.00	\$128.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/15/2026	\$158.53	\$0.00	\$0.00	\$0.00	\$135.00	\$11.00	\$124.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.53	\$0.00	\$0.00	\$0.00
7/16/2026	\$205.00	\$90.00	\$87.90	\$2.10	\$75.00	\$7.00	\$68.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/17/2026	\$205.00	\$0.00	\$0.00	\$0.00	\$140.00	\$15.00	\$125.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$25.00
7/20/2026	\$295.00	\$0.00	\$0.00	\$0.00	\$190.00	\$19.00	\$171.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/21/2026	\$125.00	\$0.00	\$0.00	\$0.00	\$70.00	\$10.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/22/2026	\$198.80	\$0.00	\$0.00	\$0.00	\$85.00	\$7.00	\$78.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58.80	\$0.00	\$0.00	\$0.00
7/23/2026	\$235.00	\$30.00	\$28.34	\$1.66	\$140.00	\$13.00	\$127.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/24/2026	\$273.00	\$25.00	\$23.62	\$1.38	\$213.00	\$17.00	\$196.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/27/2026	\$115.00	\$5.00	\$4.72	\$0.28	\$50.00	\$4.00	\$46.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/28/2026	\$286.00	\$0.00	\$0.00	\$0.00	\$101.00	\$9.00	\$92.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
7/29/2026	\$171.60	\$0.00	\$0.00	\$0.00	\$101.00	\$9.00	\$92.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$15.60	\$0.00	\$0.00	\$0.00
7/30/2026	\$185.00	\$0.00	\$0.00	\$0.00	\$105.00	\$9.00	\$96.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/31/2026	\$425.00	\$0.00	\$0.00	\$0.00	\$270.00	\$26.00	\$244.00	\$0.00	\$0.00	\$80.00	\$45.00	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00
Audited by Kc 7/31/26	\$5,816.60	\$448.00	\$426.12	\$21.88	\$3,334.00	\$313.00	\$3,021.00	\$0.00	\$0.00	\$280.00	\$157.50	\$122.50	\$147.60	\$0.00	\$0.00	\$50.00

THE FRONT HERE IS SECURED BY A LOGO IN THE LOWER CORNER OF THIS CHECK. MUST BE A TEMPORARY WHEN WARMED BY TOUCH FOR PROTECTION. SEE BACK FOR ADDITIONAL FEATURES.

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

PAY TO THE ORDER OF Supervisor John Polimeni

DATE 8/3/24 3038 29-7/213

Four Thousand Nine Hundred Nineteen Dollars + 98/100 \$ 4,919.98 DOLLARS

MEMO July Revenue

KeyBank  KeyBank National Association





RESOLUTION NO. 205.26

**TO ADOPT LOCAL LAW 5 OF 2026, AMENDING SECTION 265, RELATING TO
PROPERTY MAINTENANCE OF THE TOWN CODE OF THE TOWN OF
ROTTERDAM**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby adopts Local Law #5 of 2026.

SECTION 2. The Town Clerk is directed, following consultation with the Town Attorney, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective August 12, 2026

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
Desantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 14, 2026

TO: Town Board

FROM: Michael DeSantis, Councilmember

TITLE OF REQUEST: TO ADOPT LOCAL LAW 5 OF 2026, AMENDING SECTION 265,
RELATING TO PROPERTY MAINTINENCE OF THE TOWN CODE OF THE TOWN OF
ROTTERDAM

TOWN BOARD MEETING: August 12, 2026

Background Information: To Amend local law section 265 relating to property maintenance

Evaluation/Analysis: Draft of new Local Law

Recommendation(s): Town Board to adopt the New Local Law 5 of 2026, To Amend Section 230,
Relating To Sewers Of The Town Code Of The Town Of Rotterdam.

Attachment/Document(s): New Local Law draft to Department of State

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Town of Rotterdam Local Law 265

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Department of State
Corporations, State Records & UCC

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
dos.ny.gov

Local Law Filing

Pursuant to Municipal Home Rule Law §27

Local Law Number ascribed by the legislative body of the local government listed below:

5 of the year 20 26

Local Law Title: ADOPT LOCAL LAW NO. 5 OF 2026 TO AMEND SECTION 265, RELATING TO PROPERTY
MAINTENANCE OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

Be it enacted by the ROTTERDAM TOWN BOARD of the
(Name of Legislative Body)

☐ County ☐ City ☒ Town ☐ Village
(Select one)

of ROTTERDAM as follows on the attached pages:
(Name of Local Government)

For Office Use Only

Department of State Local Law Index Number: _____ of the year 20 ____

(The local law number assigned by the Department of State for indexing purposes may be different from the local law number ascribed by the legislative body of the local government.)

Local Law Filing

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto ascribed as local law number 5 of 2026 of the (County)(City)(Town)(Village) of ROTTERDAM was duly passed by the ROTTERDAM TOWN BOARD on August 12 2026 in accordance with the applicable provisions of law.

(Name of Legislative Body)

2. ~~(Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____ in accordance with the applicable provisions of law.~~

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

3. ~~(Final adoption by referendum.)~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____ in accordance with the applicable provisions of law.~~

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

4. ~~(Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____ in accordance with the applicable provisions of law.~~

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

Local Law Filing

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the City of _____ having submitted to referendum pursuant to the provisions of Section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____ became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed thereto, ascribed as local law number _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____ pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in the paragraph ¹_____ above.

(Seal)

Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

(Date)

TOWN OF ROTTERDAM

MEMORANDUM IN SUPPORT OF LEGISLATION

submitted in accordance with Municipal Home Rule Law § 10(1)(ii)(a)(11) (protection and enhancement of the Town's physical and visual environment) and § 10(1)(ii)(a)(12) (government, protection, order, conduct, safety, health, and well-being of persons or property within the Town)

BILL NUMBER: Local Law _____

SPONSOR: Town Board Member Michael DeSantis

TITLE OF BILL:

A local law to amend Chapter 265, Property Maintenance, of the Code of the Town of Rotterdam by adding a new article establishing a Vacant Building Registry

PURPOSE OR GENERAL IDEA OF BILL:

This bill establishes a Vacant Building Registry within Chapter 265 of the Town Code to address the longstanding problem of vacant, abandoned, foreclosed, and deteriorated properties that impose visible and financial burdens on the Town and its neighborhoods. The legislation is intended to provide the Town with a direct, enforceable framework to identify responsible owners and mortgagees, require registration and updated contact information, mandate maintenance and annual fire inspection obligations, and ensure that long-term vacancy is not allowed to continue without accountability.

The bill is also intended to protect the Town's tax base and quality of life by discouraging speculative neglect of commercial and residential properties. As reflected in the sponsor's public statement announcing the legislation, the proposal is rooted in the principle that ownership carries responsibilities and that the broader public should not bear the cost of years of inaction by owners who leave properties vacant, unsecured, or in visible disrepair.

SUMMARY OF PROVISIONS:

This local law adds a new Article II to Chapter 265, Property Maintenance, entitled "Vacant Building Registry" (§265-5 through §265-17), to create a comprehensive vacant building registry and related enforcement structure.

Key Features of Amendments

1. Registration requirement (§265-7 and §265-8): Requires owners and/or mortgagees to register vacant buildings, abandoned buildings, foreclosing properties, and foreclosed properties, generally within 10 days of the triggering event, and to renew such registration annually where

necessary. A building is deemed vacant where no person is conducting a permitted use or lawfully resides in it, and the article applies to each property with a vacant building for more than 30 consecutive days.

2. Core filing obligations (§265-7): Requires registrants to provide ownership and contact information, maintain updated information with the Building Department, designate a Responsible Local Agent where the owner and/or mortgagee is not a New York State resident, obtain liability insurance of not less than \$300,000 for primarily residential buildings and \$1,000,000 for other buildings, and, where required by the Code Enforcement Officer/Building Inspector, post cash escrow (not to exceed \$5,000 unless approved by the Town Board) to cover Town costs incurred in securing or maintaining non-compliant properties. Where an owner and/or mortgagee fails to register within 45 days, the Building Department may effect an automatic registration at the owner's and/or mortgagee's expense.
3. Vacant building plan requirement (§265-8): Requires the owner of every vacant building to submit a plan for rehabilitation (execution not to exceed 364 days absent an approved extension), continued vacancy and maintenance, or demolition, subject to approval by the Code Enforcement Officer/Building Inspector.
4. Maintenance and inspection standards (§§265-9, 265-10, 265-12, 265-13): Establishes detailed property maintenance and securing obligations for registered properties (265-12); authorizes the Code Enforcement Officer/Building Inspector to determine abandonment based on enumerated factors (§265-9); requires mortgagees to inspect and, where vacant, register foreclosing properties (§265-10); and requires annual fire inspections, to occur within 30 days of initial registration and at least once per calendar year, with costs borne by the owner and/or mortgagee (§265-13).
5. Escalating annual fees and enforcement (§265-11, §265-15): Imposes an escalating annual registration fee schedule for long-term vacancy, beginning at \$2,500 in the first year of vacancy and rising to \$5,500 by the fifth year and each subsequent year; authorizes notices of violation, appearance tickets, civil enforcement, cost recovery, and liens or assessments where authorized by law; and provides fines of \$250 to \$1,000 for a first offense, escalating up to \$3,000 for subsequent offenses involving the same property within a three-year period, with each week of continued violation constituting a separate offense.
6. Limited exemptions (§265-14): Provides temporary exemptions of 120 days for properties damaged by fire or severe weather and 180 days (extendable) for properties actively under permit and development, without excusing compliance with other lawful maintenance or safety requirements.
7. Ancillary provisions (§§265-16, 265-17): Confirms that the article's requirements are in addition to, and not in lieu of, the Town's existing Building Code Administration, Property Maintenance, and Unsafe Buildings provisions and other applicable law, and includes a standard severability clause, along with renumbering and supersession provisions.

JUSTIFICATION:

The legislation is justified by the direct and cumulative harms caused by long-term vacant properties in the Town of Rotterdam. The legislative findings of the bill explain that visibly deteriorated and chronically vacant properties degrade the Town's appearance, depress surrounding property values, erode the taxable base, increase pressure on police, fire, and code-enforcement services, and diminish the quality of life in adjacent neighborhoods and business corridors.

The bill further recognizes that productive and well-maintained commercial property helps support the Town's tax base and can help ease the property-tax burden on residential homeowners, whereas neglected vacant structures do the opposite by generating little productive activity while shifting costs of blight, monitoring, and enforcement onto responsible residents and taxpayers. In this respect, the proposal is not merely a code-enforcement measure, but also a neighborhood stabilization and tax-base protection measure intended to promote reinvestment and community confidence.

The sponsor's public statement makes clear that the proposal is grounded in fairness to the residents, homeowners, and business owners who maintain their properties and expect the same basic standard from others. The Town should not be required to tolerate years of preventable neglect, especially where vacancy becomes an eyesore, a hazard, or a symbol of disinvestment on major corridors and in established neighborhoods. By requiring registration, maintenance, insurance, fire inspection, and a defined plan for each vacant building, the bill creates a mechanism for accountability before such properties worsen into larger public safety or economic problems.

The escalating fee structure is also justified as a means of shifting the cost of prolonged vacancy away from the public and toward the owners and mortgagees who control these properties. In that way, the law creates a financial incentive to rehabilitate, lawfully occupy, sell, or demolish long-neglected buildings rather than allowing them to remain indefinitely vacant at community expense.

LEGISLATIVE AUTHORITY:

This local law is adopted pursuant to Municipal Home Rule Law §10(1)(ii)(a)(11) and §10(1)(ii)(a)(12), authorizing the Town to adopt local laws relating to the protection and enhancement of its physical and visual environment and to the government, protection, order, conduct, safety, health, and well-being of persons or property within the Town.

FISCAL IMPLICATIONS:

The bill is expected to have a positive or offsetting fiscal effect over time. While implementation will require administration by the Building Department and related Town personnel, the law establishes escalating annual registration fees, authorizes inspection fees, permits escrow in appropriate cases, and allows cost recovery and enforcement measures intended to reduce the extent to which taxpayers subsidize long-term vacant and deteriorated properties.

To the extent the legislation succeeds in encouraging earlier rehabilitation, sale, reuse, or demolition of vacant buildings, it may also support broader tax-base stabilization and reduce future code-enforcement and emergency-response burdens associated with neglected properties.

EFFECTIVE DATE:

This act shall take effect immediately upon filing with the Secretary of State in accordance with the Municipal Home Rule Law.



Department of State
Corporations, State Records & UCC

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
dos.ny.gov

Local Law Filing

Pursuant to Municipal Home Rule Law §27

Local Law Number ascribed by the legislative body of the local government listed below:

5 _____ of the year 20 26 _____

Local Law Title: ADOPT LOCAL LAW NO. 5 OF 2026 TO AMEND SECTION 265, RELATING TO PROPERTY
MAINTENANCE OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

Be it enacted by the ROTTERDAM TOWN BOARD _____ of the
(Name of Legislative Body)

☐ County ☐ City ☒ Town ☐ Village
(Select one)

of ROTTERDAM _____ as follows on the attached pages:
(Name of Local Government)

For Office Use Only

Department of State Local Law Index Number: _____ of the year 20 _____

(The local law number assigned by the Department of State for indexing purposes may be different from the local law number ascribed by the legislative body of the local government.)

Local Law Filing

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto ascribed as local law number 5 of 2026 of the (County)(City)(Town)(Village) of ROTTERDAM was duly passed by the ROTTERDAM TOWN BOARD on August 12 2026 in accordance with the applicable provisions of law.

(Name of Legislative Body)

2. ~~(Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____ in accordance with the applicable provisions of law.~~

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____.

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____ in accordance with the applicable provisions of law.

4. ~~(Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____ in accordance with the applicable provisions of law.~~

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

Local Law Filing

5. ~~(City local law concerning Charter revision proposed by petition.)~~

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the City of _____ having submitted to referendum pursuant to the provisions of Section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____ became operative.

6. ~~(County local law concerning adoption of Charter.)~~

I hereby certify that the local law annexed thereto, ascribed as local law number _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____ pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in the paragraph ¹_____ above.

(Seal)

Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

(Date)

Proposed Local Law No. ____ of 2026

A local law to amend Chapter 265, Property Maintenance, of the Code of the Town of Rotterdam by adding a new article establishing a Vacant Building Registry.

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

Section 1. Legislative intent.

The Town Board of the Town of Rotterdam finds that long-term vacant and visibly deteriorated properties, including former commercial sites along the Town's principal corridors, impose an unfair and unacceptable burden on the community. Similar to the local laws adopted in neighboring communities such as Niskayuna and Colonie, the Town Board determines that abandoned and vacant buildings, foreclosed properties, and properties in foreclosure degrade the Town's appearance, depress surrounding property values, erode the taxable base, and increase demands on police, fire, and code-enforcement services, all at the expense of responsible property owners and taxpayers.

The Town Board further finds that productive, well-maintained commercial properties contribute significantly to the Town's tax base and help alleviate the property-tax burden on residential homeowners, while chronically vacant and neglected structures do the opposite by generating little revenue and shifting costs for blight and enforcement onto law-abiding residents. Vacant buildings that are left to deteriorate along heavily traveled roads and in established neighborhoods become visual symbols of disinvestment, deter new businesses, discourage reinvestment by adjoining property owners, and diminish the overall quality of life in the Town.

The Town Board therefore declares that it is contrary to the public interest for owners to allow buildings to remain vacant in a state of disrepair when those same structures could, if responsibly maintained or repurposed, serve as productive assets that support jobs, services, and a broader tax base for the community as a whole. Owners who choose to hold properties vacant and unmaintained effectively externalize the costs of their inaction onto their neighbors, who must live with the resulting blight, safety concerns, and loss of value, and onto the Town, which must commit additional public resources to monitor and address such conditions.

In adopting this article, the Town Board affirms that the health, safety, and economic well-being of the Town of Rotterdam must take precedence over the private convenience of any individual owner. To that end, the Board finds that any opposition to reasonable and even-handed vacant-building standards that are designed to prevent blight, stabilize neighborhoods, and protect the residential tax base does not reflect a commitment to the Town's long-term interests, but

instead reflects a willingness to place private preference ahead of the welfare of the broader community.

The purpose of this local law is to establish a registry for vacant buildings and certain related properties; require registration, inspection, maintenance, and securing of such buildings and properties; impose reasonable responsibilities on owners and mortgagees; and establish a moderated escalating annual fee schedule so that the costs associated with monitoring long-term vacancies are borne more directly by the responsible parties rather than the Town at large.

§2. Chapter amendment.

Chapter 265 of the Code of the Town of Rotterdam, entitled “Property Maintenance,” is hereby amended by adding a new Article II titled “Vacant Building Registry” to read as follows:

Article II

Vacant Building Registry

§ 265-5. Purpose.

The purpose of this article is to remedy issues caused by abandoned and vacant buildings, foreclosed properties, and properties in foreclosure, including a decline in property values and tax base and negative impacts on the quality of life for neighboring residents and businesses. This article establishes regulations for the registration, inspection, maintenance, and securing of such buildings and properties and imposes reasonable responsibilities on the owners and mortgagees.

§ 265-6. Definitions.

As used in this article, the following terms shall have the meanings indicated:

ABANDONED BUILDING

A building or property for which the Code Enforcement Officer/Building Inspector has determined, based upon the factors set forth in § 265-8, that the building or property has been abandoned.

BUILDING

Any structure, or portion thereof, intended for supporting or sheltering any use or occupancy, including residential, commercial, industrial, institutional, mixed-use, accessory, and special-use structures.

FORECLOSED PROPERTY

A property for which a deed has been issued to a new owner following foreclosure.

FORECLOSING PROPERTY

A property that is the subject of a foreclosure action commenced pursuant to applicable law, including RPAPL Article 13.

MORTGAGEE

Any creditor, including but not limited to a lender, servicer, successor in interest, or other entity

acting on behalf of a creditor, that holds or services a mortgage or initiates or prosecutes a foreclosure action against property located in the Town.

OWNER

Any person or entity having a legal or equitable interest in a building or property, including but not limited to a fee owner, life tenant, contract vendee, receiver, trustee, or duly authorized agent, and shall include a mortgagee in possession where applicable.

RESPONSIBLE LOCAL AGENT

A person who resides in Schenectady County or an adjoining county and who is authorized by the owner and/or mortgagee to accept notices and service of process on behalf of the owner and/or mortgagee and to respond to emergencies affecting the safety, health, or welfare of residents or property.

VACANT BUILDING

A building shall be deemed a vacant building if no person is conducting a permitted or allowed use or lawfully resides in any part of the building, and this article shall apply to each property with a vacant building for more than 30 consecutive days.

§ 265-7. Registration requirements.

A. The following property shall be registered under this article:

(1) Vacant building. Within 10 days of the date on which a building is deemed a vacant building as provided in this article, the owner and/or mortgagee of the property with a vacant building shall register the property by filing a registration form with the Building Department.

(2) Abandoned building. Within 10 days of being provided with notice of an affidavit or determination of abandonment by the Code Enforcement Officer/Building Inspector as provided in this article, the owner and/or mortgagee of the property shall register the property by filing a registration form with the Building Department.

(3) Foreclosing property. Within 10 days of commencement of a foreclosure action on property pursuant to RPAPL Article 13 or any successor provision, the mortgagee shall comply with the requirements of § 265-10 and register the property by filing a registration form with the Building Department.

(4) Foreclosed property. Within 10 days of receipt of a deed for a foreclosed property, the new owner of the property shall register the property by filing a registration form with the Building Department.

B. Registration shall be submitted on forms provided by the Building Department. The Town Board shall establish a fee for the filing of a registration form and annual renewals as set forth in § 265-11 and may amend such fees from time to time by local law or resolution to the extent permitted by law. Each registration shall last one year and shall be renewed if necessary. The owner and/or mortgagee shall immediately notify the Building Department of any changes in the facts provided on the registration form. If the premises change ownership, the new owner shall file a new registration form within 30 days of the transfer.

C. Within 10 days of the date on which the registration form is required, the owner and/or mortgagee shall procure liability insurance for the property with a coverage amount of not less than \$300,000 for buildings designated primarily for residential use and not less than \$1,000,000 for any other building, and shall furnish the Building Department with a certificate of insurance evidencing such coverage. The insurance policy shall provide for written notice to the Building Department within 30 days of any lapse, cancellation, or material change in coverage. The obligation to procure and maintain such insurance shall apply from the date the property first becomes subject to the registration requirement, whether or not the owner and/or mortgagee has actually filed a registration form.

D. Within 10 days of the date on which the registration form is required, the owner and/or mortgagee shall provide a cash escrow, if required by the Code Enforcement Officer/Building Inspector, in an amount to be determined by that official, not to exceed \$5,000 unless otherwise approved by the Town Board. The escrow may be used to reimburse the Town if it incurs expenses under this article to inspect, secure, and maintain the property. The Code Enforcement Officer/Building Inspector shall notify the owner and/or mortgagee of the amount by which the escrow has been drawn down, and the owner and/or mortgagee shall, within 10 days from the date of the notice, replenish the escrow to the amount determined by the Code Enforcement Officer/Building Inspector.

E. Ten percent of any escrow posted pursuant to this section shall be retained by the Town as an administrative fee to fund an account for expenses incurred in inspecting, securing, and maintaining properties that are not in compliance with this article.

F. If the owner and/or mortgagee is not a resident of New York State, or if the owner's principal place of business is not located within New York State, the owner and/or mortgagee shall provide the name, address, telephone number, and e-mail address of a Responsible Local Agent.

G. Notices required under this article shall be made by personal service, or by certified mail, return receipt requested, to the owner and/or mortgagee at the address stated in the registration or otherwise reasonably ascertainable by the Town.

H. The Building Department shall have authority to identify vacant buildings through routine inspections and by any other reliable source of information that a building may be eligible for inclusion on the registry.

I. Failure to register; automatic registration. Notwithstanding the registration deadlines set forth in this section, if an owner and/or mortgagee fails to register a property that is subject to this article within 45 days after the property first becomes subject to the registration requirement, the Building Department may, upon written notice to the owner and/or mortgagee at the address stated in the registration or otherwise reasonably ascertainable by the Town, register the property on their behalf (an "automatic registration"). An automatic registration shall be effective as of the date the property first became subject to the registration requirement, and all annual registration fees, renewal fees, inspection fees, and any costs incurred by the Town in effecting the automatic registration shall be the obligation of the owner and/or mortgagee. To the fullest extent permitted by law and consistent with existing Town enforcement mechanisms, the Town may charge such fees and costs against the property as a lien, add them to the tax roll of the property as an assessment, levy them as

a special charge, or recover them in a civil action. An automatic registration shall not relieve the owner and/or mortgagee of any obligation under this article, including the obligations to maintain and secure the property, procure insurance, and post any required escrow, nor shall it preclude the imposition of penalties under § 265-15.

§ 265-8. Vacant buildings and plans.

A. A building shall be deemed a vacant building if no person is conducting a permitted or allowed use or lawfully resides in any part of the building.

B. This article shall apply to each property with a vacant building for more than 30 consecutive days.

C. The owner of every vacant building shall submit a vacant building plan subject to the approval of the Code Enforcement Officer/Building Inspector. At a minimum, the plan shall include the following:

(1) If the building is to be returned to an appropriate occupancy or use, a rehabilitation plan for the property. Execution of the rehabilitation plan shall not exceed 364 days unless the Code Enforcement Officer/Building Inspector grants an extension upon receipt of a written request from the owner detailing the reasons for the requested extension. Any repairs, improvements, or alterations to the property shall comply with applicable building, zoning, and Town Code requirements and the building shall be secured in a manner approved by the Code Enforcement Officer/Building Inspector.

(2) If the building is to remain vacant, a statement detailing the reasons why the building will be left vacant and for what time period the building will remain vacant, together with a plan for securing the building and the procedures that will be used to maintain the property in accordance with applicable Town and state building, zoning, fire, and property maintenance requirements.

(3) If the building is to be demolished, a demolition plan indicating the proposed time frame for demolition, the contractor and/or subcontractors who will perform the demolition, and, if necessary, the company that will perform asbestos abatement. Any demolition plan shall also be accompanied by proof of insurance naming the Town of Rotterdam as an additional insured.

§ 265-9. Abandoned or unoccupied buildings.

A. In determining whether a building or property is abandoned, the Code Enforcement Officer/Building Inspector may consider all relevant facts and circumstances, including but not limited to the following:

(1) Failure to remedy a violation of the New York State Uniform Fire Prevention and Building Code or Property Maintenance Code.

(2) Termination of lawful residential or business activity.

(3) Failure to maintain regular business hours based upon prior use or industry standards.

(4) Failure to maintain equipment, supplies, or merchandise that would be used for active operation of an allowed or permitted use.

(5) Failure to maintain utilities necessary for the operation of the building or its lawful use.

(6) Failure to maintain required local, state, or federal licenses or approvals necessary for an allowed or permitted use.

(7) The existence of evidence of vacancy under § 265-8.

(8) Whether the building is substantially devoid of contents or whether fixtures or personal property in the building are minimal.

(9) Whether the property is subject to a foreclosure action.

(10) The duration of the vacancy.

(11) An act indicating an intent by the owner and/or mortgagee to abandon the building or property.

(12) A written statement by the owner and/or mortgagee that the building or property is vacant or abandoned.

(13) Overgrown or dead vegetation; accumulation of newspapers, circulars, flyers, or mail; past-due utility notices, disconnected utilities, or utilities not in use; accumulation of trash, refuse, or other debris; absence of window coverings; boarded, missing, or broken windows; conditions permitting casual entry or trespass; or structural conditions that present a potential hazard or danger to persons.

B. Upon determining that a building or property has been abandoned, the Code Enforcement Officer/Building Inspector may file and serve upon the owner and/or mortgagee a written determination of abandonment, together with supporting documentation. Upon such determination, the Town may take necessary steps authorized by this article to ensure that the property and building are properly maintained and secured.

C. The Building Department and Town Clerk shall maintain a list of each property for which a determination of abandonment has been issued.

§ 265-10. Foreclosing property.

A. Prior to or upon the initiation of foreclosure proceedings under RPAPL Article 13, the mortgagee shall inspect the property that is security for the mortgage. If the inspection shows that the property contains a vacant building, the mortgagee shall, within 10 days of the inspection, register the property pursuant to this article.

B. If the property is occupied but remains in default, it shall be inspected by the mortgagee on a monthly basis until the mortgagor remedies the default or until the property is found to contain a vacant building and is registered within 10 days of that inspection.

C. The mortgagee shall notify the Building Department within 10 days of any change in the registration information, including any sale or transfer of the property, by filing an amended registration form.

§ 265-11. Annual registration fees.

A. The annual registration fee for a property registered under this article shall be as follows:

<u>Registration year</u>	<u>Annual fee</u>
<u>1st year of vacancy</u>	<u>\$2,500</u>
<u>2nd year of vacancy</u>	<u>\$3,000</u>
<u>3rd year of vacancy</u>	<u>\$3,500</u>
<u>4th year of vacancy</u>	<u>\$5,000</u>
<u>5th year of vacancy</u>	<u>\$5,500</u>
<u>Each subsequent year:</u>	<u>\$5,500</u>

B. The year of vacancy shall be determined from the date the building first became a vacant building under this article, and not from the date of registration. Annual registration fees shall accrue from the date the property first became subject to the registration requirement, whether or not the owner and/or mortgagee has actually filed a registration form, and the failure to register shall not excuse or reduce the fees otherwise due under this section.

C. The annual registration fee shall be due upon filing of the registration or renewal, unless the Building Department issues an invoice requiring payment within 30 days of the invoice date.

D. Failure to timely pay the required fee shall constitute a violation of this article and may result in enforcement proceedings, recovery of the unpaid amount, and, to the extent authorized by law, the assessment of such unpaid amount against the property.

§ 265-12. Maintaining and securing properties.

A. An owner and/or mortgagee of property registered under this article shall maintain and secure the property and building as follows:

(1) All doors, windows, and other openings shall be weather-tight and secured against entry by unauthorized persons and animals.

(2) All roofs and flashings shall be sound and tight so that rain does not penetrate the building and drainage is sufficient to prevent deterioration of the interior walls or other interior portions of the building.

(3) The property and building shall be maintained in good repair and shall be structurally sound and free from overgrown vegetation, rubbish, garbage, and other debris.

(4) The building shall be capable of bearing both live and dead loads, and the foundation walls shall be capable of supporting appropriate loads.

(5) The exterior of the building shall be free of loose or rotten materials and holes, and any exposed metal, wood, or other surface shall be protected from the elements by appropriate weather-coating materials, paint, or similar treatment.

(6) Any balconies, canopies, signs, metal awnings, stairways, fire escapes, or other overhanging extensions shall be in good repair, appropriately anchored, and protected against rust or decay.

(7) Any accessory or appurtenant structures, including garages, sheds, storage facilities, signs, and supports, shall comply with this section.

(8) The property shall contain a posting visible from the street stating the name and twenty-four-hour contact telephone number of the owner, mortgagee, or Responsible Local Agent responsible for maintenance of the property.

(9) All bushes, trees, and landscaping shall be trimmed so as to provide an unobstructed view of the front of the building and the 911 address from the street.

(10) The owner and/or mortgagee shall comply with all applicable state and local laws and regulations concerning the maintenance and securing of the property and building.

B. If the owner and/or mortgagee fails to comply with this article, the Code Enforcement Officer/Building Inspector may:

(1) Issue notices of violation or appearance tickets directing that the violation be remedied within a stated period.

(2) Undertake actions, including the use of Town employees, contractors, engineers, or other agents, to bring the property and building into compliance with this article.

(3) Charge the costs incurred by the Town against the property as a lien, add such costs to the tax roll as an assessment, levy them as a special charge, or recover them in a civil action, to the fullest extent permitted by law and consistent with existing Town enforcement mechanisms.

§ 265-13. Annual fire inspections.

A. The owner and/or mortgagee of any property registered under this article shall arrange for an inspection of the vacant building by the Town Fire Marshal or a qualified fire inspector designated by the Town, no less than once per calendar year and within 30 days of initial registration.

B. Such inspection shall assess compliance with the New York State Uniform Fire Prevention and Building Code and shall include, at a minimum, evaluation of the following:

(1) The condition and operability of any fire suppression or detection systems, including smoke and carbon monoxide detectors, sprinkler systems, and fire alarm systems, if present.

(2) The accessibility of the building for emergency response personnel.

(3) The presence and condition of all means of egress.

(4) The existence of any hazardous materials, debris, or conditions creating an elevated risk of fire.

C. The owner and/or mortgagee shall bear the cost of any inspection conducted under this section. The Town Board shall establish an inspection fee by resolution, which may be amended from time to time.

D. The owner and/or mortgagee shall provide the Building Department with written confirmation of each completed inspection, including the name and credentials of the inspector and the date of the inspection, within 10 days of the inspection.

E. Any deficiencies identified during an inspection conducted pursuant to this section shall be remediated by the owner and/or mortgagee within 30 days of written notice of the deficiency, or such shorter period as the Fire Marshal determines is necessary to protect public safety.

F. Failure to comply with this section shall constitute a violation subject to the penalties set forth in § 265-15.

§265-14. Exemptions and temporary waivers.

A. A building that has suffered fire damage or damage caused by extreme weather conditions shall be exempt from the registration requirement for a period of 120 days after the event if the property owner submits a written request for exemption to the Building Department stating the location of the premises, the nature and cause of the damage, and the owner's intention either to repair and reoccupy the building promptly or to demolish it.

B. Any property upon which a building permit has been issued and that is being actively developed shall be exempt from the registration requirement for a period of 180 days from the date of written request for exemption submitted to the Building Department. Such exemption may be extended upon written request for an additional period not to exceed 180 days.

C. No exemption under this section shall excuse compliance with lawful orders to maintain and secure the property, nor shall any exemption preclude the Town from enforcing the Uniform Code, Property Maintenance Code, Unsafe Buildings provisions, or any other applicable law.

§ 265-15. Violations and penalties.

A. The failure of any owner, mortgagee, or Responsible Local Agent to register property or perform any of the requirements under this article shall constitute a violation.

B. Each week that a violation continues after written notice by the Town shall constitute a separate offense.

C. Upon conviction of a violation of this article, any person, firm, or corporation shall be punishable by a fine of not less than \$250 and not more than \$1,000 for a first offense; by a fine of not less than \$500 and not more than \$2,000 for a second offense involving the same property within a three-year period; and by a fine of not less than \$1,000 and not more than \$3,000 for each subsequent offense involving the same property within a three-year period. In addition, each separate week of continued violation shall constitute a separate offense.

D. In addition to criminal enforcement, the Town may institute an action or proceeding in a court of competent jurisdiction to compel compliance with this article, restrain violations, recover unpaid fees, costs, and disbursements, and obtain such other relief as may be authorized by law.

§ 265-16. Relation to other code provisions.

The requirements of this article are in addition to, and not in lieu of, the Town's existing Building Code Administration and Code Enforcement provisions, Property Maintenance provisions, Unsafe Buildings provisions, and any other applicable state or local law. Inclusion or non-inclusion of a property on the vacant building registry shall not limit the Town's authority to enforce any other applicable law, code, or regulation.

§ 265-17. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this article shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part directly involved in the controversy in which such judgment shall have been rendered.

§3. Renumbering.

The Code publisher is authorized to renumber and re-letter sections, subdivisions, cross-references, and editor's notes as necessary to give full effect to the intent of this local law and to place the new article in proper sequence within Chapter 265, Property Maintenance.

§4. Supersession.

This local law shall supersede any inconsistent provision of the Code of the Town of Rotterdam to the minimum extent necessary to give it full force and effect.

§5. Effective date.

This local law shall take effect immediately upon filing with the Secretary of State in accordance with the Municipal Home Rule Law.

RESOLUTION NO. 206.26

TO APPROVE BUDGET TRANSFERS TO THE 2026 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2026 are hereby audited and approved:

<u>Fund</u>	<u>Account No.</u>	<u>Title</u>	<u>Amount</u>
A	FROM: DA5110 4369	LEGAL FEES	\$3052.60
A	TO: DA5110 4300	TRAINING/CONFERENCES	\$3052.60
A	TO: A5010 4270	MISC EXPENSES	\$750.00
A	FROM: A5010 4300	CONFERENCES	\$750.00
A	TO: A5132 2000	OFFICE EQUIPMENT	\$7000.00
A	FROM: A5132 4022	GARAGE ENGINEERING FEES	\$7000.00

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 7th, 2026
TO: Town Board
FROM: Robert Denny, Highway Superintendent
TITLE OF REQUEST: Budget Transfer to clear the negative balance.
TOWN BOARD MEETING: August 12th, 2026
Background Information: Clear negative balance for Highway budget lines.

Evaluation/Analysis: Three of the Highway budget lines are in the negative and we are looking to clear that negative balance by transferring from other budget lines with available funds.

Recommendation(s): To transfer the amounts from the following lines below with their designated amounts.
1. DA5110-4369 (Legal Fees) \$3,052.60 to DA5110-4300 (Training/Conferences)
2. A5010-4300 (Conferences) \$750.00 to A5010-4270 (Misc. Exp)
3. A5132-4022 (Garage Engineering Fees) \$7,000.00 to A5132-2000 (Office Equipment)

Attachment/Document(s): Budget transfer memorandum

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Memorandum

To: Alison Grace, Comptroller

From: Robert Denny, Highway Superintendent

Subject: Budget Transfer

Date: July 7th, 2026

Please transfer the following funds to cover 2026 expenses:

From: DA5110-4369 (Legal Fees) **-\$3,052.60**

To: DA5110-4300 (Training/Conferences) +\$3,052.60

Thank you,

U Denny

Robert Denny
Highway Superintendent

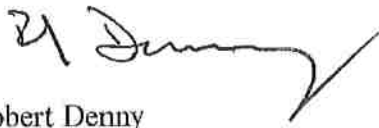
Memorandum

To: Alison Grace, Comptroller
From: Robert Denny, Highway Superintendent
Subject: Budget Transfer
Date: July 7th, 2026

Please transfer the following funds to cover 2026 expenses:

From: A5010-4300 (Conferences)	-\$750.00
To: A5010-4270 (Misc. Exp.)	+\$750.00

Thank you,



Robert Denny
Highway Superintendent

Memorandum

To: Alison Grace, Comptroller
From: Robert Denny, Highway Superintendent
Subject: Budget Transfer
Date: July 7th, 2026

Please transfer the following funds to cover 2026 expenses:

From: A5132-4022 (Garage Engineering Fees)	-\$7,000
To: A5132-2000 (Office Equipment)	+\$7,000

Thank you,



Robert Denny
Highway Superintendent

RESOLUTION NO. 207.26

**TO AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN
AGREEMENT WITH KB ENGINEERING TO PROVIDE DESIGN AND
CONSTRUCTION SUPPORT SERVICES FOR THE GIGP WATER METER
GRANT FROM EFC**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board acknowledges that the Town received a \$3,000,000 grant from the New York State Environmental Facilities Corporation Green Innovation Grant Program (GIGP) in 2025 to fund Phase 1 of residential water meter installations.

SECTION 2. The Town Board further acknowledges that Phase 1 of the project involves the installation of residential water meters in areas of Water District #5 connected to sanitary sewers, and that the Town is required by the New York State Department of Environmental Conservation to meter all water customers covered under the Town's Water Withdrawal Permit.

SECTION 3. The Town Board further acknowledges that KB Engineering received the highest score through the Request for Qualifications Proposal.

SECTION 4. The Town Board hereby authorizes the Supervisor to negotiate and execute an agreement with KB Engineering to provide design and construction support services for the water meter project pending final approval from EFC.

SECTION 5. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 16, 2026

TO: Town Board

FROM: Fred C. Mastroianni, P.E. Town Consultant Engineer

TITLE OF REQUEST: Water Meter Project Engineering Services

TOWN BOARD MEETING: August 12, 2026

Background Information:

The town received a GIGP grant through EFC in the amount of \$3 million. The town board as per resolution number 156.26 authorized the Supervisor to solicit proposals from Engineering firms to provide design and construction support services for installation of residential water meters.

Evaluation/Analysis:

Two proposals were received for the project and copy of each proposal is available from the town clerk's office. The firms that submitted proposals are KB Engineering and H2M Architects & Engineers. A selection committee reviewed the proposals, and KB Engineering received the highest score.

Recommendation(s):

I recommend the Town select KB Engineering to provide design and construction support services for this project, pending final approval from EFC for the selection of this firm.

Attachment/Document(s):

Evaluation committee scoring summary form.

Compliance with Purchasing Policy:

Yes

Effect(s) on Existing Law(s):

No

LEGISLATION WILL BE PREPARED BY: Supervisors Office

TOWN OF ROTTERDAM RESIDENTIAL WATER METERS PROJECT	
EVALUATORS SCORING SUMMARY	
FIRM NAME	
	12345 overall
KB Engineering	959595959194
H2M Architects and Engineers	837075608174
Below are the proposal evaluators by number:	
1. John Polimeni	
2. Lisa Gallo	
3. Justin Peterson	
4. Mary Barrie	
5. Mike Colarossi	

RESOLUTION NO. 208.26
TO PURCHASE HYDRANTS AND PARTS FOR HYDRANTS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. To purchase hydrants and parts to replace old hydrants in an amount not to exceed \$99,766.60.

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 27, 2026

TO: Town Board

FROM: Michael Colarossi, Water/Sewer Manager

TITLE OF REQUEST: To purchase Hydrants and Replacement Parts

TOWN BOARD MEETING: August 12, 2026

Background Information: The Water/Sewer Maintenance is in need of hydrants and replacement parts.

Evaluation/Analysis: Hydrants are in need of replacement and parts to repair leaking hydrants.

Recommendation(s): EJP is the proprietary supplier of the hydrants and parts to fix the hydrants.

Attachment/Document(s): Quote from Team EJP (Everett J. Prescott, Inc.) in the amount of \$99,766.60.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Tammy Whelan, DPW

TOWN OF ROTTERDAM, NY
1100 SUNRISE BOULEVARD
SCHENECTADY, NY

12306

TEAM EJP Round Lake NY
Everett J. Prescott Inc.
32 Prescott Street
P.O. Box 600
Gardiner, ME
04345

Telephone: 518-877-6737

Bid expires on 08/10/26
Page 1

7/11/26 Bid ID: 5604968 HYDRANTS

Quantity	Sell Per	Description	Unit Price	Extended Price
5	EA	5-6 BURY WITH ALPHA SHOE 4 STORZ	5,150.00	25,750.00
8	EA	6-6 BURY WITH ALPHA SHOE 4 STORZ	5,325.00	42,600.00
2	EA	6W HYD TOP EXT	704.62	1,409.24
2	EA	12W HYD TOP EXT	818.95	1,637.90
2	EA	18W HYD TOP EXT	921.63	1,843.26
2	EA	24W HYD TOP EXT	983.35	1,966.70
50	EA	4' GALV SPRING FLAG W/REFL BANDS	22.79	1,139.50
3	EA	5W HYD 5-6OR 6MJ ROTTERDAM BLUE	4,440.00	13,320.00
2	EA	5W HYD 5-6OR 6MJ ROTTERDAM WHITE	5,050.00	10,100.00
1	EA	SIGNATURE: _____	.00	.00

Subtotal: 99,766.60
Tax: .00
Bid Total: 99,766.60

RESOLUTION NO. 209.26

**AUTHORIZE SUPERVISOR TO ENTER INTO OUT OF DISTRICT SEWER
CONTRACT**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam on behalf of Sewer District No. 2 (Ext 12) of the Town of Rotterdam, does hereby approve of an out of district contract between Sewer District No 2 and Christopher & Connie Picardi, to provide sewer service to real property known as Tax Map No. 58.19-3-5, located at 103 Steeple Way, for supplying sewer service to the consumer, who resides outside the district. The sewer services shall be in conformance with a written agreement between the Town of Rotterdam and Christopher and/or Connie Picardi, incorporating the terms and conditions.

SECTION 2. The Supervisor of the Town of Rotterdam is authorized to execute a contract with Christopher and/or Connie Picardi on behalf of Sewer District No 2 of the Town of Rotterdam.

SECTION 3. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 21, 2026

TO: John Polimeni – Town Supervisor

FROM: Lisa Gallo – Dept of Public Works Coordinator *LG*

TITLE OF REQUEST: Authorize Supervisor to enter in Out of District Sewer Contract

TOWN BOARD MEETING: August 12, 2026

Background Information: 103 Steeple Way
Tax Map No. 58.19-3-5

Christopher & Connie Picardi
103 Steeple Way
Schenectady, NY 12306

Evaluation/Analysis: Town Board Resolution needs to be prepared to authorize the Supervisor to execute an out-of-district sewer agreement with Christopher and/or Connie Picardi (See attached). The current septic system has failed. Schenectady County Department of Health, Dom DeCarlo is requesting they hook to sewer per NYSDOH Design Handbook.

Recommendation(s): Town Board to make decision on out of district sewer contract with 103 Steeple Way.

Attachment/Document(s): See attached Sewer Connection application, draft resolution, draft OOD Contract and email dated 6 17 26 from Dom DeCarlo.

Compliance with Purchasing Policy: N/A

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

LEGISLATION PREPARED BY: Lisa Gallo – Dept of Public Works Coordinator

AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 2026, by and between the TOWN BOARD OF ROTTERDAM, acting for and on behalf of Sewer District No. 2 in said Town, a municipal corporation of the County of Schenectady and State of New York, hereinafter designated as the party of the first part, and, Christopher & Connie Picardi, residing at 103 Steeple Way, hereinafter designated as the party of the second part.

WITNESSETH:

WHEREAS, Sewer District No. 2 of the Town of Rotterdam is the owner of the sanitary sewer facilities in said Town; and

WHEREAS, the party of the second part is the owner of an existing single family residential unit located at 103 Steeple Way, Rotterdam, New York 12306, referred to as Tax Map Number 58.19-3-5, in the Town of Rotterdam, Schenectady County, New York, which is desirous of discharging sewage into the sanitary sewer facilities of Sewer District No. 2 Ext. 12; and

WHEREAS, the party of the first part will provide sewer service for the premises of the party of the second part herein mentioned, and the party of the second part desires to hook into the sanitary sewer facilities of Sewer District No. 2., and pay full costs for said connection; **NOW**,

THEREFORE, in consideration of the premises herein and the mutual covenants of the parties hereto as hereinafter set forth, said parties agree to the terms and conditions as follows:

1. The party of the first part grants unto the party of the second part, its heirs, assigns, lessees and tenants or successors in interest, the right to the use and services of said sanitary sewer facilities as hereinafter provided during the life of this contract.
2. The party of the second part agrees to pay to the party of the first part, sewer rents and charges for the use and services of said sanitary sewer facilities, and said party of the second part shall comply to all rules and regulations of the Sewer District No. 2 in effect or hereinafter adopted, and all sewer facilities must be in conformation with the existing Plumbing Code of the Town of Rotterdam.
3. The waste released into the sewage system by the party of the second part shall be no stronger than the limits promulgated by the party of the first part and shall not contain any substance that will be harmful to the biological processes of the sewage treatment plant of Sewer District No. 2.
 - a) In the event that the party of the second part releases any substance into the sewage system of Sewer District No. 2 which is or will become harmful to the biological processes of the sewage treatment plant, then, in that event, the party of the second part shall be charged for the damages occasioned thereby, and said party of the second part

hereby agrees to pay for any resulting damage and increased operating costs of Sewer District No. 2.

4. The sewer rents and charges to the party of the second part for the use of the sewage facilities of Sewer District No. 2, shall be computed based on one of the following methods:
 - a) If the party of the second part is using a sewage flow meter, the cost shall be one and one half ($1\frac{1}{2}$) times the rate per family unit, times the sewage flow used as shown by the sewage flow meter.
 - b) If the party of the second part does not have a sewage flow meter, then the cost shall be one and one half ($1\frac{1}{2}$) times the rate per family unit, times the amount of water used as shown by the water meter.
 - c) A single-family dwelling unit without a water meter shall be charged one and one half ($1\frac{1}{2}$) times the rate per family unit as established in Section 4 (e). Each dwelling unit in a multiple unit apartment building(s) will be considered equivalent to a single-family dwelling unit for billing purposes.
 - d) Each 75,000 gallons of water as determined by the water meter shall be equivalent to one (1) family unit.
 - e) The rate per family unit shall be determined each year by the Town Board of the Town of Rotterdam, as prescribed by Local Law No.10, enacted by said Town Board on December 19, 1973.
 - f) The number of units will be determined by dividing the water meter reading (or sewage flow meter reading) in gallons by 75,000. For readings of less than 75,000 gallons a minimum of one family unit will be used.
5. The party of the second part shall pay the sewage rental and charges to the party of the first part annually, in accordance with the billing therefore as computed and issued by the proper department of the Town of Rotterdam, and payments shall be made within 30 days after the billing each year.
 - a) If past sewage flow or water meter readings indicate small quantities of usage (less than two (2) units annually), then billing will be made on an annual basis based on the previous year's meter reading, and payments will be made within thirty (30) days. A single-family dwelling unit without a water meter will be billed using the family unit charge established for the same year.
6. In the event that the party of the second part does not now have a sewage flow meter, and said party of the second part desires to install a sewage flow meter, all the costs and expenses therefore shall be borne and paid by the party of the second part, and the installation thereof shall be in accordance with the rules and regulations of the appropriate department of the Town of Rotterdam.

7. The party of the first part shall have the right to make any and all inspections of the sewage system of the party of the second part with regard to the subject matter contained in this contract, and the party of the second part shall abide by all the rules, regulations, orders and determinations made and promulgated by the party of the first part in connection with the use and services of the sewage facilities of Sewer District No. 2 of the Town of Rotterdam.
8. This agreement shall apply to the sewage system of the party of the second part as they now physically exist and all future changes made by the party of the second part to such sewage system shall be governed by this agreement, and said changes shall be made with the approval of the appropriate department of the Town of Rotterdam.
9. This agreement shall commence upon execution by both parties and shall be for a period of one (1) year. However, this agreement shall be deemed to continue upon the same terms and conditions from year to year unless on or before the 30th day preceding the end of any such yearly term either party gives written notice to the other of its intention to cancel the same. Failure to make full payment within 30 days of Town billing is grounds for termination of this contract. Late charges will be added to the bill at the rate of 1% per month based on the unpaid balance beginning 30 days from the date of original billing.
10. Wherever specific agencies or organizations are mentioned herein, it is understood that the terms of this Agreement shall apply equally to any successors or assigns and/or tenants or lessees of said agencies or organizations, and this Agreement shall be binding upon the successors, assigns and/or tenants and lessees of the respective parties hereto.
11. Party of Second Part agrees to all applicable terms, conditions, stipulations, and requirements contained in Town of Rotterdam Code Chapter 230 and all future amendments thereto. A copy of Chapter 230 is appended hereto and shall, as amended from time to time, remain a part of this contract

IN WITNESS WHEREOF, the respective parties have hereunto signed this agreement, the party of the first part by its duly authorized supervisor, and the party of the second part being the property owners.

TOWN OF ROTTERDAM

BY: _____
John Polimeni, Supervisor

BY: _____
Property Owner

I hereby certify that the person who executed the above agreement on the part of the Town of Rotterdam has the power and authority to make such contract and that the contract is in proper form and properly executed.

John R. Mertz, Esq., Attorney for the Town

Dated: _____
at Schenectady, New York

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

On this ____ day of August, 2026, before me personally came John Polimeni, to me known to be the Supervisor of the Town of Rotterdam, who being duly sworn did depose and say that he is the Supervisor of the Town of Rotterdam, the municipal corporation described in and which executed the foregoing instrument; that he knows the seals of said corporation; that the seal affixed to this instrument is such corporate seal; and that it was so affixed pursuant to Resolution No. _209.26 adopted by the Town Board of the Town of Rotterdam on August 12, 2026.

Notary Public - Qualified in
Schenectady County
My Commission Expires _____

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

On this ____ day of August, 2026, before me personally came Christopher & Connie Picardi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who, being by me duly sworn, did depose and say that she/he is the owner of said property located at 103 Steeple Way, Rotterdam, New York 12306, and executed the within instrument; and that she signed her name thereto by like order.

Notary Public - Qualified in
Schenectady County
My Commission Expires _____

Lisa Gallo

From: Dominick DiCarlo <Dominick.DiCarlo@schenectadycountyny.gov>
Sent: Wednesday, June 17, 2026 2:55 PM
To: Lisa Gallo
Cc: Jennifer M. Priebe; Keith M. Brown
Subject: RE: 103 Steeple Way - Sewer/Septic
Attachments: 20260617145538335.pdf; 20260617150637098.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Gallo, in reference to the NYS Dept. of Health "Residential Onsite Wastewater Treatment Systems Design Handbook" page 15 (attached), "Residential OWTS (on-site wastewater treatment systems) shall only be used where it has been demonstrated that public sewer facilities are not feasible or available and where site conditions are suitable to support OWTSs.

Also attached is the "Foreword Page" from the design handbook showing the handbook and 75-A apply to residential wastewater flows.

In past conversations with NYS DOH, public sewer systems in front of a residence is considered "reasonably accessible".

Thanks and feel free to contact me with any further questions.

Dominick DiCarlo
Sr. Public Health Sanitarian
Schenectady County Dept. of Environmental Health
518-386-2818 ext. 1242

From: Lisa Gallo <lgallo@rotterdamny.org>
Sent: Wednesday, June 17, 2026 10:55 AM
To: Dominick DiCarlo <Dominick.DiCarlo@schenectadycountyny.gov>
Subject: 103 Steeple Way - Sewer/Septic

Good morning, Dom –

I was told you were requiring the above address to hook into the Towns Sewer System in that area as their septic system has failed.

I am requesting a letter or e-mail that I can place with my request to the Town Board for them to issue the out of district sewer contract with this property.

I feel that a letter or email from you would help their decision.

Thank you in advance for your time.

Have a great day!

*Lisa Gallo
Department of Public Works Coordinator
Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Schenectady, NY 12306
518-355-7575 Ext. 334
lgallo@rotterdamny.org*

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

1.3 Introduction

Wherever practical, public sewer systems (such as municipal wastewater treatment plants and collection systems) are recommended for the collection and treatment of household wastewater. Residential OWTSS shall only be used where it has been demonstrated that public sewer facilities are not feasible or available and where site conditions are suitable to support OWTSS. Public sewer systems to collect and treat wastewater are preferred; however, the trend away from building new or expanding existing wastewater treatment plants, combined with development further from existing wastewater treatment plants will increase the reliance on OWTSS as a long-term method of wastewater treatment for many New York State residents. New York State residents and visitors to New York also frequent summer camps, restaurants, motels, mobile home parks, recreation and tourist facilities that rely on OWTSS.

Properly designed, constructed and maintained residential OWTSS provide for a safe, sanitary means of treating and dispersing wastewater. Many gastrointestinal illnesses can be transmitted by water, food, insects, pets, and toys contaminated by human waste. Properly designed, constructed, and maintained OWTSS minimize the possibility of disease transmission and help meet the goals of:

- (1) Not contaminating drinking water supplies, groundwater or surface water bodies.
- (2) Not creating a health hazard as a result of untreated wastewater exposed on the ground surface accessible to people or pets.
- (3) Not polluting the waters of any shellfish breeding ground, bathing beach or other recreational area.
- (4) Not creating a breeding place for insects, rodents or other possible disease carriers, which may come into contact with food or drinking water.
- (5) Not violating Federal, State and local rules and regulations governing water pollution or wastewater discharge.
- (6) Avoiding a nuisance condition resulting in obnoxious odors or unsightliness.

For OWTSS located in sensitive areas or on difficult sites that need repair or replacement, the LHD should be contacted to obtain additional information, technical assistance, references, literature and research available regarding wastewater treatment technologies and methods. Specialized or critical situations may occur when soil is unsuitable, high ground water, rock or clay is too close to the ground surface, or concern exists over possible water supply (well or spring) contamination, stream impacts or lake eutrophication. In such cases, experienced professional consultation and special designs may be necessary. In some cases site and soil conditions preclude the use of OWTSS and centralized sewers will be required for site development.

Chapter 1

Foreword

This handbook was produced to provide information and guidance to help uniformly implement the New York State Department of Health's (NYSDOH) Administrative Rules and Regulations for the design of residential onsite wastewater treatment systems (OWTS) and to promote effective design, construction and maintenance of residential OWTSs by: design professionals, builders, contractors, local community officials, health department officials and homeowners. Residential OWTS design standards are established in 10NYCRR Appendix 75-A, "Wastewater Treatment Standards—Residential Onsite Systems", dated February 3, 2010. 10NYCRR Part 75, "Standards for Individual Water Supply and Individual Sewage Treatment Systems", of the NYSDOH's Administrative Rules and Regulations establishes that Appendix 75-A is the minimum statewide standard for all new residential OWTSs.

This handbook and Appendix 75-A apply to systems discharging residential wastewater flows of 1,000 gallons per day (gpd) or less from year-round and seasonal dwellings. The New York State Department of Environmental Conservation (NYSDEC) has published standards under 6 NYCRR Part 750, entitled, "Design Standards for Wastewater Treatment Systems for Intermediate-Sized Facilities" that apply to residential wastewater flows of over 1,000 gpd and other private, commercial and institutional systems. Each agency's standards have similar OWTS design concepts and options for residential OWTSs; however, for residential systems discharging over 1,000 gpd, NYSDEC's design standards and applicable permits apply.

In accordance with the New York State Education Law, plans for a design professional (professional engineer or registered architect) must prepare residential OWTSs licensed to practice in New York State by the State Education Department (SED). To provide an explanation and guidance to regulatory officials and interested parties regarding the need for a design professional to perform site evaluations and design residential OWTSs, NYSDOH with assistance from SED, developed a Fact Sheet titled "Need for Licensed Design Professionals – Residential OWTSs". A copy of the Fact Sheet is provided in Appendix B.

New construction should routinely meet the standards established in Appendix 75-A; however, Section 75.3(d) of Part 75 and Section 75-A.11 of Appendix 75-A provide the option for the jurisdictional health department to issue a specific waiver for an individual situation because a hardship or other circumstance makes it impractical to comply with a design standard(s) specified in Appendix 75-A. Although specific waivers are not required for correction or replacement of existing failing residential OWTSs, local health departments (LHDs) may elect to issue specific waivers for such systems. Specific Waivers are discussed in Section 9.7 of this handbook.

A specific waiver is not required where a general or local waiver has been issued to a county health department or local government to address the design standard deviation. Multiple general waivers regarding various requirements also have historically been issued to LHDs and the New York City Department of Environmental Protection (NYCDEP) to address unique local area needs and conditions. General waivers presently in effect are summarized in Table 10.

Many of the design features and construction techniques included in this handbook represent recent improvements and advancements in wastewater treatment technologies, products and engineering applications as a result of intensive nationwide research in this field. Information presented in this handbook reflects the practices and experience of NYSDOH, LHDs, and industry professionals, national

**TOWN OF ROTTERDAM
APPLICATION FOR WATER AND/OR SEWER PERMIT(S)**

Property Owner:	Christopher and Connie Picardi
Property Address:	103 Skeple Way Rotterdam, NY 12306
Plot:	
Lot #:	58.19 -3-5
Lot Size:	
Property Owner Phone Number:	(518) 836-6256
Contractor:	Colonial Excavating
Contractor Address:	38 Bronckhuak Rd Stillwater, NY 12170
Contractor Phone Number:	(518) 369-5947
Liability and Workers Compensation Certificates must be included with application.	
New Construction or Renovation:	
If new construction, has built lot been approved?	
If existing structure, what is current water service? (Well)	
Is this a replacement of an existing water service? If so, what is the reason or problem with existing service?	Septic replacement - failed septic exam. will connect to public sewer
Water Service Size:	
Copper or Iron Piping:	
Water Meter Needed:	
Water Tap: (Same Side, Opposite Side Tap or Existing)	
Connect to Public Sewer?	Yes
If Yes, Size:	4 inch
Cast Iron Pipe or Plastic:	SDR 26 heavy wall PVC pipe

Revised 2/09, Revised 08/10/12, Revised 03/2014

TOWN OF ROTTERDAM
518-355-7575 EXT 395

PERMIT APPLICATION FOR SEWER CONNECTION

TO BE COMPLETED BY APPLICANT

OWNER INFORMATION Names: <u>Connie + Christopher Picardi</u> Address: <u>103 Steeple Way, Rotterdam, NY 12306</u> Phone: _____ Cell: <u>518-836-6256</u>	CONTRACTOR INFORMATION Names: <u>Colonial Excavating</u> Address: <u>38 Gronczniak Rd, Stillwater, NY 12170</u> Phone: <u>(518) 369-5947</u> Contractor Insurance Certificates: Liability Workers Compensation (must accompany application)
Property Location: <u>103 Steeple Way, Rotterdam, NY 12306</u> Property Address: <u>103 Steeple Way, Rotterdam, NY 12306</u> Proposed Lateral Size & Pipe Type: <u>PIPE 8" = 4" in SDR 26 heavy wall PVC Pipe</u> Residential ☒ Commercial _____ Multiple Dwelling _____ Applicant (Sign): <u>Connie Picardi</u> Date: <u>7/8/26</u>	
TO BE COMPLETED BY TOWN OF ROTTERDAM	
Fee for Sewer Connection Charge: _____ Inspection Fee: _____ Total: _____	Parcel Identification: _____ Road Cut Permit: _____ District No: _____ Approved: _____

ALL SEWER CONNECTIONS NEED TO BE INSPECTED / APPROVED BY THE TOWN PRIOR TO BACKFILLING. YOUR COOPERATION IS GREATLY APPRECIATED.

Revised 2/09, Revised 08/10/12, Revised 03/2014



SCHENECTADY COUNTY – STATE OF NEW YORK

CARA M. ACKERLEY, COUNTY CLERK

620 STATE STREET, 3RD FLOOR

SCHENECTADY, NEW YORK 12305

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH

BOOK/PAGE: 2175 / 292
INSTRUMENT #: 202615379Receipt#: 2026114915
Clerk: RH
Rec Date: 07/07/2026 03:22:45 PM
Doc Grp: D
Descrip: DEED
Num Pgs: 4
Rec'd Frm: MARATHON TITLE AGENCYParty1: DOMBROWSKI STEPHANIE
DOMBROWSKI MICHAEL
Party2: PICARDI CONNIE
PICARDI CHRISTOPHER
Town: ROTTERDAM
58.19-3-5

Recording:

Cover Page	5.00
Recording Fee	35.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Additional Names	1.00
Notice of Transfer of Sal	10.00
TP584	5.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00

Sub Total: 201.00

Transfer Tax
Transfer Tax 1860.00

Sub Total: 1860.00

Total: 2061.00
**** NOTICE: THIS IS NOT A BILL ********* Transfer Tax *****
Transfer Tax #: 3919
Transfer Tax
Consideration: 465000.00

Transfer Tax 1860.00

Total: 1860.00

WARNING***

*** Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT,
AS REQUIRED BY SECTIONS 315, 316-a(5) & 319 OF THE
REAL PROPERTY LAW OF THE STATE OF NEW YORK

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

Cara M. Ackerley
Schenectady County Clerk

WARRANTY DEED

THIS INDENTURE, made this ^{6th} day of July, Two Thousand Twenty-Six

BETWEEN

Stephanie Dombrowski and Michael Dombrowski, residing at 103 Steeple Way, Rotterdam, NY 12306,

party of the first part, and

Connie Picardi and Christopher Picardi, residing at 639 Poutre Avenue, Rotterdam, NY 12306, as tenants by the entirety,
parties of the second part,

WITNESSETH that the parties of the first part, in consideration of ----- One ----- (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the parties of the second part, their heirs or successors and assigns of the parties of the second part,

See Schedule A attached

BEING the same premises conveyed by Stephanie Dombrowski f/k/a Stephanie L. Little by deed dated December 28, 2016 to Stephanie Dombrowski and Michael Dombrowski and recorded in the office of the Schenectady County Clerk in Book 1955 of Deeds at Page 9 on January 24, 2017.

This conveyance is made subject to any and all covenants, conditions, easements and restrictions of record affecting said premises.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO have and to hold the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants as follows:

FIRST, That the party of the first part is seized of the said

premises in fee simple, and has good right to convey the same;

SECOND, That the party of the second part shall quietly enjoy the said premises;

THIRD, That the premises are free from incumbrances, except as aforesaid,

FOURTH, That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

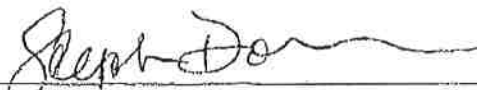
FIFTH, That the party of the first part will forever Warrant the title to said premises;

SIXTH, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the parties of the first part have duly executed this deed the day and year first above written.

IN PRESENCE OF



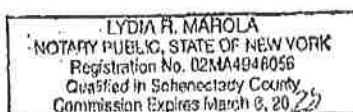
Stephanie Dombrowski L.S.



Michael Dombrowski L.S.

State of New York)
County of Schenectady) ss.:

On July 1, 2026 before me, the undersigned, personally appeared Stephanie Dombrowski and Michael Dombrowski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.





NOTARY PUBLIC



EXHIBIT A

The Land is described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Rotterdam, County of Schenectady and State of New York, known as Lot No. 4 on Map of Property belonging to A.P. Sakacs, Town of Rotterdam, Schenectady County, N.Y., made by Lewis B. Sebring, July 18th, 1930 and August 5th, 1930 and filed in the Office of the County Clerk of Schenectady County, bounded and described as follows: Westerly and in front by Gents (Gharits) Road now known as Steeple Way, one hundred (100) feet along the same, Northerly by Lot No. 3 as designated on said map, one hundred eleven and four tenths (111.4) feet along the same, Easterly by lands now or formerly of John Graydouski, one hundred one and sixteen one hundredths (101.16) feet along the same, Southerly by a proposed street not designated on said map, one hundred twenty-six and sixty nine one hundredths (126.69) feet along the same.

MAILING ADDRESS - FOR INFORMATION ONLY - NOT TO BE INSURED: 103 Steeple Way, Rotterdam, NY 12306

LOCATION OF PROPERTY: 103 Steeple Way, Town Rotterdam, County of Schenectady, State of New York

"A Nice Place to Live"

Town of Rotterdam
Department of Public Works

*"A Nice Place to Do Business"***LETTER OF AUTHORIZATION FOR PERMIT AND ZONING APPLICATION****To Whom It May Concern:**

I, Connie Picardi, as owner of the property located
(print name)

at 103 Steeple Way, Town of Rotterdam, in the

State of New York, hereby designate Colonial Excavating
38 Gronczniak Rd. Stillwater, NY 12170 518-369-5947
(city, state, zip, and phone number)

as my contractor and registered agent for the purposes of the applying
for Permits and Zoning representation regarding my building project.

Signature: Connie Picardi

Date: 7/8/26

letter of authorization for permit and zoning application.doc

Planning

Zoning

Building

Landfill

Water

Sewer

Engineering

Parks

Grounds

John F. Kirvin Government Center
1100 Sunrise Boulevard, Rotterdam, New York 12306



CERTIFICATE OF LIABILITY INSURANCE

MICHA-3

OP ID: CB

 DATE (MM/DD/YYYY)
06/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Culnan Insurance Agency, L.L.C. 16C N. Greenbush Rd Troy, NY 12180 Sean Culnan		CONTACT NAME: Sean Culnan PHONE (A/C No, Ext): 518-326-1191 FAX (A/C No): 518-326-0475 E-MAIL ADDRESS:	
INSURED Colonial Excavating LLC Michael Anusosky 38 Gronczak Rd Stillwater, NY 12170		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26263	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENT. AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		Q61-0091856	05/01/2026	05/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		Q055130935	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000		Q295170396	05/01/2026	05/01/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

TOWNROT Town of Rotterdam 1100 Sunrise Blvd Rotterdam, NY 12306	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sean Culnan
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.



**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) COLONIAL EXCAVATING LLC 38 GRONCZNAK RD STILLWATER, NY 12170 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured (518)368-5847 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 42-2177372
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) THE TOWN OF ROTTERDAM 1100 SUNRISE BLVD ROTTERDAM, NY 12306	3a. Name of Insurance Carrier THE PHOENIX INSURANCE COMPANY 3b. Policy Number of entity listed in box "1a" UB-CB46707A-28 3c. Policy effective period 04/24/2026 to 11/26/2026 3d. The Proprietor, Partners or Executive Officers are ☒ Included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Renan M. Beltran
 (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Renan M. Beltran 07/02/2026
 (Signature) (Date)

Title: 2VP BI Small Commercial Operations

Telephone Number of authorized representative or licensed agent of Insurance carrier: (877) 677-0428

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

RESOLUTION NO. 210.26

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING &
ARCHITECTURE, P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED
TO THE UPDATES THE MERCURY MINIMIZATION PLAN**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with, KB Engineering & Architecture, P.C., located at 100 Great Oaks Boulevard, Suite 114, Albany, New York 12203, for professional engineering services to draft and compile updates to the Mercury Minimization Program (MMP) Plan for compliance with the SPDES permit, required by the NYSDEC, in an amount not to exceed two thousand seven hundred and 00/100 (\$2,700.00) dollars to be billed monthly as a percentage of the work is completed.

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 21, 2026

TO: John Polimeni, Town Supervisor

FROM: Mary Barrie, DPW

TITLE OF REQUEST: Proposal for Engineering Services-Mercury Minimization Plan Update

TOWN BOARD MEETING: August 12, 2026

Background Information: Prime AE Group of NY, Inc. has provided Mercury Minimization Program services since its inception.

Evaluation/Analysis: Prime AE Group of NY, Inc. will draft and compile an updated Mercury Minimization Plan (MMP). Updates to the MMP will reflect the current SPDES permit and new WWTP upgrades and project completion date. Updates will also include flow data, and other statistics.

Recommendation(s): Authorize the Supervisor to enter into an agreement with Prime AE Group of NY, Inc. for an amount not to exceed \$2,700.00.

Attachment/Document(s): Prime AE Group of NY, Inc. proposal dated June 29, 2026.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

June 29, 2026

Mr. John Polimeni
Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

**Re: Town of Rotterdam
MMP Update
Proposal for Engineering Services**

Dear Mr. Polimeni:

We are pleased to submit this Proposal to provide Professional Engineering Services related to drafting updates to the Mercury Minimization Plan (MMP) approved by NYSDEC in July 2021. The 2024 revision of the SPDES permit for the Town's wastewater treatment plant contains new and revised requirements under the MMP – Type I section. We propose the following scope of engineering services to update the MMP to be in conformance with the current SPDES permit:

A. Base Services

Provide technical assistance for updates and revisions to the Mercury Minimization Plan. The following services are included under this fee:

1. General updates to the Plan - flow data, and other statistics. We will mention that the treatment plant is currently being upgraded and the projected completion date.
2. Update monitoring requirements mentioned in the Plan to reflect the current SPDES permit.
3. Update control strategies mentioned in the Plan to reflect the current SPDES permit.
 - a. List dental facilities and selected control strategy.
 - b. List schools.
 - c. Inventory of other potential mercury sources.
 - d. Confirm SIUs.
 - e. Include outreach material/method of outreach for residents.
4. Update annual report requirements mentioned in the Plan to reflect the current SPDES permit.
5. QA/QC review of the Plan and make one round of revisions based upon Town review.

B. Fee

We propose to complete the above tasks for a lump sum fee not to exceed \$2,700.00 to be billed monthly as a percentage of the work completed.

C. Exceptions and Limitations

1. Coordination and implementation of the MMP.

D. Additional Services

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

E. Access to Client Facilities.

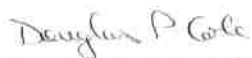
In providing the Services, KB Engineering may from time to time need to test, access, or use the Client’s systems, applications, or hardware (collectively, “Client Network”). Client shall provide KB Engineering in advance of the commencement of the affected Services with a copy of Client’s safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB Engineering shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB Engineering from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB Engineering’s performance of the affected Services. If KB Engineering’s adherence to Client’s policies increases KB Engineering’s costs of providing the Services, KB Engineering shall notify Client of the foregoing and Client shall pay KB Engineering for the increased costs associated with adherence to such policies.

F. Terms & Conditions

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

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

Sincerely,
KB Engineering, P.C.



Douglas P. Cole, P.E.
Senior Director of Water and Wastewater

cc: Mary Barrie

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF ROTTERDAM:

AGREED TO BY KB ENGINEERING, PC:

John Polimeni, Supervisor



Kumar Buwanendaran – President & CEO

DATE:

DATE: 6/29/2026

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

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

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

4. Modification. This Agreement may be changed, amended, added to, superseded, or waived only if both

parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these ST&C and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these ST&C shall govern.

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

6. Insurance. KBE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. KBE agrees to provide at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Professional Liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish insurance certificates to Client reflecting KBE's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.

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

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

9. Suspension of Services and Termination. Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice. KBE may terminate this Agreement immediately upon giving Client a written

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

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

11. Mutual Waiver of Consequential Damages.

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

12. Design Services During Construction (DSDC).

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

manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. KBE's review or other actions shall not constitute approval of construction, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction. If DSDC is not included in the proposal, and the Client requests DSDC from KBE, KBE shall be entitled to additional compensation at its standard rates and fees.

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

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

15. Opinion of Probable Costs. When required as part of its scope of services outlined in its proposal, KBE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by KBE hereunder will be made on the basis of KBE's experience and qualifications and will represent KBE's judgment in

accordance with the Standard of Care. However, users of the probable cost opinions must recognize that KBE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

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

17. Dispute Resolution. If a dispute arises out of this Agreement, or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by negotiation, prior to the initiation of legal proceedings, Client and KBE agree to submit to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will share equally in its costs, and that neither party will commence a civil action until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal

proceedings to litigate such claim or dispute under the applicable law.

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

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

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

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

22. Assignment. Any assignment by Client to anyone of any right under this Agreement without the written consent of KBE shall be null and void and without effect.

23. No AI Training. Client may not use KBE's Work Product, related documents or data to train any artificial intelligence, machine learning, large language models, or other similar networks, algorithms or systems.

RESOLUTION NO. 211.26

TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL SERVICE EMPLOYEES' ASSOCIATION (CSEA) RECOGNIZING THE ESTABLISHMENT OF THE NEW JOB TITLES OF DATA COLLECTOR (TOWN); REAL PROPERTY TAX SERVICE TECHNICIAN (TOWN)

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes The Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the establishment of the new position of Data Collector (Town); Real Property Tax Service Technician (Town), in the competitive class of the civil service, and all CSEA bargaining unit positions covered under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
Desantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM



DATE: July 23, 2026

TO: Town Board

FROM: John Polimeni, Supervisor

TITLE OF REQUEST: Accept new positions of Data Collector
(Town); Real Property Tax Service Technician (Town)

Town Board Meeting: August 12, 2026

Background Information: Currently there are no titles in any of the above positions.

Evaluation/Analysis: With the creation of these positions the Town will have a fully staffed Assessor's office and a new management position within the Town, to oversee daily tasks for all departments within the Town.

Recommendation(s): Accept new positions of Data Collector (Town); Real Property Tax Service Technician (Town)

Attachment/Document(s): Civil Service Job Description

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor



Job Specification

REAL PROPERTY TAX SERVICE TECHNICIAN (TOWN)

Job Specification #: 3288
Classification: Competitive
Adopted CSC: 7/21/2026

DISTINGUISHING FEATURES OF THE CLASS:

This position exists in a Town Assessor's Office and involves responsibility for independently performing complex clerical functions associated with real property tax administration, maintenance of assessment records, and relieving the Assessor of administrative details. The position requires the frequent exercise of independent judgment in providing information regarding departmental policies, procedures, exemptions, assessment records, and real property tax laws, while assisting with the planning and coordination of routine office operations. The incumbent is responsible for composing routine correspondence, maintaining records, processing tax-related documents, assisting municipal departments and the public, and ensuring the accuracy of assessment and tax map records. General supervision is received from the Assessor, with considerable leeway allowed for the exercise of independent judgment. Work is reviewed through conferences, reports, and the accuracy of completed assignments. Employees in this class may train and supervise subordinate staff and perform related work as required.

TYPICAL WORK ACTIVITIES (Illustrative only):

- Advises and assists Assessor's office, municipal departments, and the public in the use of tax maps, statutory filing dates, exemptions, and computer-assisted assessment programs related to assessment administration.
- Analyzes incoming correspondence and independently prepares routine correspondence and responses.
- Processes purchase orders and maintains balances of appropriate budget accounts.
- May assume administrative duties in the Assessor's absence.
- Maintains office files and records of departmental activities for use in reports, memoranda, and other official documents.
- Assists the Assessor by scheduling appointments and responding to a variety of public inquiries.
- May train, supervise, and review the work of subordinate staff.
- Searches records maintained by the County Clerk, Surrogate's Court, and other agencies to identify tax delinquent parcels.
- Prepares, processes, sorts, indexes, and maintains control records for tax delinquent parcels and properties acquired by the Town through tax foreclosure proceedings, including rentals, repurchases, and property deeded to the Town.
- Processes tax sale deeds and quitclaim deeds.
- Computes and processes recording fees and deed stamps
- Reviews tax rolls annually to coordinate Town-owned properties.
- Processes parcel changes requiring tax map revisions by analyzing changes, updating property records, and notifying local assessing jurisdictions.
- Maintains and updates property record card files and assessment records.

TYPICAL WORK ACTIVITIES (Cont.):

- Certifies and affixes tax map descriptions on deeds prior to acceptance by the County Clerk's Office.
- Reviews and evaluates tax search requests and processes them prior to transmittal to the Comptroller's Office.
- Operates tax map reproduction equipment and other office machines.
- Performs related duties as assigned.
- Does related work as required

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES, AND PERSONAL CHARACTERISTICS:

Good knowledge of the rules, regulations, and procedures governing tax delinquency searches, tax foreclosure proceedings, and property transfers; good knowledge of real property terminology, legal descriptions, documents, and forms; good knowledge of property assessment terminology and practices; good knowledge of the New York State Real Property Tax Law; good knowledge of office procedures, recordkeeping methods, business arithmetic, and English; ability to type accurately at a satisfactory rate of speed; ability to read and interpret tax maps; ability to interpret legal property descriptions and accurately locate properties from recorded documents; ability to follow oral and written instructions; ability to establish and maintain effective working relationships with municipal officials, property owners, attorneys, surveyors, and the general public; ability to organize work, prioritize assignments, and maintain accurate records with a high degree of attention to detail.

MINIMUM QUALIFICATIONS:

- A) Possession of a bachelor's degree* and one (1) year of experience in a real property tax office, assessor's office, or other governmental agency involved in the administration of property tax assessment; OR
- B) Possession of an associate's degree* and three (3) years of experience in a real property tax office, assessor's office, or other governmental agency involved in the administration of property tax assessment; OR
- C) Graduation from high school or possession of a high school equivalency diploma and five (5) years of experience in a real property tax office, assessor's office, or other governmental agency involved in the administration of property tax assessment; OR
- D) An equivalent combination of training and experience as defined by the limits of (A), (B), and (C) above.

SPECIAL REQUIREMENT AT TIME OF APPOINTMENT:

- Possession of a valid NYS driver's license and must maintain license throughout the duration of employment.

NOTE: *Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If your degree was awarded by an educational institution outside the United States and its territories, you must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. You must pay the required evaluation fee.



DATA COLLECTOR (TOWN)

Job Specification #: 3287
Classification: Competitive
Adopted CSC: 07/21/26

DISTINGUISHING FEATURES OF THE CLASS:

This position exists in a Town Assessor's office and involves the responsibility for performing Inspections, gathering, and recording data for tax assessment purposes, and verifying information on appraisal records. The incumbent works under the close supervision of the Assessor. The incumbent performs other duties as required.

TYPICAL WORK ACTIVITIES (Illustrative only):

- Makes field investigations and surveys of real and personal property to verify or note differences existing on appraisal records;
- Measures buildings and draws building diagrams into the computer program;
- Records data in the computer assessment program;
- Calculates the area of the structure based on own measurements and using construction blueprints;
- Records the physical features of properties;
- Judges construction quality based on field observation of structural detail;
- Makes field investigations and surveys and assembles basic data for valuation purposes for use by appraisers or supervisors for appraisal purposes;
- Inspects land parcels and records characteristics including size, shape, topography;
- Uses computer terminal to update appraisals, assessment roll, and other records;
- Prepares maps, appraisal cards, building permits and tagged accounts for field assignments;
- Photographs, downloads and attaches digital photos to appropriate assessment records;
- Scans and attaches documents to appropriate assessment records;
- Verifies activity reports for accuracy;
- Reports findings to appraisers or supervisors for final value decisions;
- Alerts appraisers to discrepancies and significant found structures for a complete appraisal;
- Collects and records property, sales data in person and in the field by letter or by telephone;
- Reviews deeds and other property records to extract pertinent information;
- May assist the assessor with all assessment grievance activities, including minor court proceedings and preparation of dense of roll;
- May assist the assessor in consulting the public on general questions of assessed evaluation;
- May screen exemption applications for eligibility and update exemption records;
- Answer phones and questions and give information regarding assessment data;.
- Does related work as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES, AND PERSONAL CHARACTERISTICS:

Thorough knowledge of modern office practices, procedures and techniques; basic knowledge of English composition, spelling and grammar; knowledge of general record keeping practices; knowledge of modern office equipment; ability to learn quality of construction and to detect structural and other faults; ability to write legibly; ability to write routine and concise reports and correspondence; ability to apply basic concepts of algebra and geometry; ability to apply common sense in carrying out instructions furnished in written, oral and diagram form; ability to establish and maintain effective working relationships with other staff and the public With emphasis on being a team player and providing excellent customer service; ability to utilize all resources to gain knowledge and provide accurate information to the public; ability to establish and maintain effective working relationship with the public, municipal officials and the Assessment Review Board; ability to compile data using computer software; work at a computer terminal for long periods of time.

MINIMUM QUALIFICATIONS:

- A) Possession of a bachelor's degree* and one (1) year of experience in an occupation involving the valuation of real property, such as Appraiser, Real Property Appraiser, Real Estate Broker or agent, Real Property Appraisal Aide, or comparable position; OR
- B) Possession of an associate's degree* and three (3) years of experience involving the valuation of real property such as Appraiser, Real Property Appraiser, Real Estate Broker or agent, Real Property Appraisal Aide, or comparable position; OR
- C) Graduation from high school or possession of a high school equivalency diploma and five (5) years of experience involving the valuation of real property such as Appraiser, Real Property Appraiser, Real Estate Broker or agent, Real Property Appraisal Aide, or comparable position.

SPECIAL REQUIREMENT AT TIME OF APPOINTMENT

- Possession of a valid NYS driver's license and must maintain license throughout the duration of employment.

NOTE: *Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If your degree was awarded by an educational institution outside the United States and its territories, you must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. You must pay the required evaluation fee.

MEMORANDUM OF AGREEMENT

BETWEEN

THE TOWN OF ROTTERDAM

AND

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC, LOCAL 1000 AFSCME,
AFL-CIO, TOWN OF ROTTERDAM UNIT #8504 OF THE SCHENECTADY COUNTY LOCAL # 886**

WHEREAS the Town of Rotterdam (hereinafter "Town") and CSEA, Local 1000 AFSCME, AFL-CIO, Town of Rotterdam Unit #8504 of the Schenectady County Local 886 (hereinafter "CSEA") are parties to a collective bargaining agreement (the "CBA") effective from January 1, 2024, through December 31, 2027;

WHEREAS the Town intends to recognize the new job titles DATA COLLECTOR (TOWN); REAL PROPERTY TAX SERVICE TECHNICIAN (TOWN) CSEA bargaining unit positions;

IT IS HEREBY AGREED:

1. The Town, on or after August 12, 2026 will voluntarily recognize the titles of DATA COLLECTOR (TOWN); REAL PROPERTY TAX SERVICE TECHNICIAN (TOWN) as CSEA bargaining unit positions covered under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.
2. These positions will be paid as outlined in "Schedule A" (attached).
3. This Agreement is subject to board approval by the Town of Rotterdam Town Board.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their proper officers.

TOWN OF ROTTERDAM

CSEA, INC.

John Polimeni, Town Supervisor

Jordan Helin, CSEA, Inc.

Date

Date

Daniel Marsello, Rotterdam Unit President

Date

Schedule A – New Title Salary Schedules

DATA COLLECTOR (TOWN):

- Step 1: \$48,996.01
- Step 2: \$50,218.34
- Step 3: \$51,440.77
- Step 4: \$52,663.04
- Step 5: \$53,885.31

REAL PROPERTY TAX SERVICE TECHNICIAN (TOWN):

- Step 1: \$58,982.63
- Step 2: \$60,553.50
- Step 3: \$62,143.59
- Step 4: \$63,408.51
- Step 5: \$65,383.90

RESOLUTION NO. 212.26

TO APPROVE 2026 QUARTERLY EXPENSE TRANSFERS OF GAS AND DIESEL

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **GAS** expenditures to the various accounts for 2026 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A5132 4304	FROM: Central Gas Expenditure	-40,667.53
General	A3120 4302	INTO: Patrol Vehicle Gas	+30,589.23
General	A3310 4302	INTO: Traffic Control Gas	+697.48
General	A3620 4302	INTO: Safety Inspection Gas	+1,090.17
General	A7110 4302	INTO: Parks Gas	+4,880.92
General	A1355 4302	INTO: Assessor	+40.09
General	A0392 4302	INTO: Fire Fight Gas	+3,369.64
General	A5132 4304	FROM: Central Gas Expenditure	-6,839.40
Highway	DA5140 4304	INTO: Fuel Brush and Weed	+ 2,296.62
Highway	DA5110 4304	INTO: Fuel General Repair	+4,542.78
General	A5132 4304	FROM: Central Gas Expenditure	-3,593.18
S2	S28120 4302	INTO: S2 Gas Oil Lube	+3,593.18
General	A5132 4304	FROM: Central Gas Expenditure	-4,478.83
W5	W58340 4302	INTO: W5 Gas Oil Lube	+4,478.83

SECTION 2. . Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **DIESEL** expenditures to the various accounts for 2026 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-4,138.86
General	A8189 4302	INTO: Landfill Gas	+1,548.15
General	A0392 4302	INTO: Fire Fight Gas	+2,590.71
General	A3120 4204	INTO: Police Diesel Generator	
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-25,539.57

Highway	DA5140 4304	INTO: Fuel Brush and Weed	+9,961.29
Highway	DA5110- 4304	INTO: Fuel General Repair	+15,578.28
<i>Fund</i>	<i>Account No</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-555.25
S2	S28120 4302	INTO: S2 Gas Oil Lube	+555.25
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-949.91
W5	W58340 4302	INTO: W5 Gas Oil Lube	+949.91

SECTION 3. This resolution shall become effective August 12, 2026

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 31st, 2026

TO: Town Board

FROM: Robert Denny, Highway Superintendent

TITLE OF REQUEST: Approve Budget Transfer for Gasoline and Diesel

TOWN BOARD MEETING: August 12th, 2026

Background Information: Second Quarter Fuel Usage funds transfer

Evaluation/Analysis: Transfer for proper usage to each department

Recommendation(s): To transfer the amounts appropriate amounts

Attachment/Document(s): Fuel Usage spreadsheet

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Diesel	DA5110.4304	SW58340.4304	A7110.4302	A3410.4302	A3410.4302	A3410.4302	A3410.4302	A3410.4302	A3410.4302	S28120.4302	A8189.4302	A8160.4162	A3410.4302	A3410.4302
2nd Quarter	Highway	Water	Parks	FD#1 Rot Jct	FD#2 Curry Rd	SSFD #6	FD#7 Schomwe	FD#8 Plotterkill	Sewer	Landfill	Compost Tub Grinder	Carmen VFD #3	Rot / Prince #5	
4/1-4/15	1054.4	116.8			0	64.9	36.3	36.1	116.9	72.2				1497.6
\$4,391.2	\$4,630.08	\$512.89	\$0.00	\$0.00	\$0.00	\$294.99	\$159.40	\$158.52	\$513.33	\$317.04	\$0.00	\$0.00	\$0.00	\$6,576.26
4/16-4/30	1245.3	71.2	0	20.5	0	138.50	34.1	36.8	71.2	62.8			0	1,680.40
\$4,122.2	\$5,133.38	\$293.50	\$0.00	\$84.51	\$0.00	\$570.92	\$140.57	\$151.70	\$293.50	\$258.87	\$0.00	\$0.00	\$0.00	\$5,926.94
4/1-4/30	2299.7	188		20.5		203.4	70.4	72.9	188.1	135				3178
	\$9,763.46	\$806.39		\$84.51		\$855.91	\$299.97	\$310.22	\$806.83	\$575.91				\$13,503.20
5/1-5/13	824.2	21.3				18.5		13.9	21.3	60.4				959.60
4,363.2	\$3,596.14	\$92.93				\$80.71		\$60.64	\$92.93	\$263.53				\$4,186.88
5/14-5/31	1048.5	67.9	10.7	0.0	0.0	32.9	37.2		76.2	94.2			0.0	1367.6
\$4,023.7	\$4,218.85	\$273.20	\$43.05	\$0.00	\$0.00	\$132.37	\$149.68		\$306.60	\$379.03			\$0.00	\$5,502.78
5/1-5/31	1872.7	89.2	10.7		0	51.4	37.2	13.9	97.5	154.6			0	2,327.2
	\$7,814.99	\$366.13	\$43.05		\$0.00	\$213.08	\$149.68	\$60.64	\$399.53	\$642.56	\$0.00	\$0.00	\$0.00	\$9,689.66
6/1-6/14	918.4	14.2				65.5		14.50	14.3	57.4				1,084.3
\$3,754.2	\$3,447.85	\$53.30				\$245.90		\$4.43	\$53.68	\$215.49				\$4,070.65
6/15-6/24	658.9	318.8				11.1	18.8	11.4	36.7					1057.7
\$3,783.7	\$2,493.07	\$1,206.24				\$41.67	\$70.57	\$43.13	\$146.42					\$4,001.10
6/25-6/30	599.7	38.4	43.4			11.3	10.6	25.9	38.5	33.9				801.7
\$3,368.7	\$2,020.20	\$129.35	\$145.20			\$38.06	\$35.70	\$87.24	\$129.69	\$114.19				\$2,700.63
6/1-6/30	2177.0	371.4	43.4			189.6	29.4	51.8	91.5	91.3				3045.4
	\$7,961.12	\$1,388.89	\$146.20			\$325.63	\$106.27	\$184.80	\$329.79	\$329.68				\$10,772.38
4/1-6/30	6349.4	648.6	54.1	20.5		444.4	137	138.6	377.1	380.9				8,550.6
	\$25,539.57	\$2,561.41	\$189.25	\$84.51		\$1,394.62	\$555.92	\$555.66	\$1,536.15	\$1,548.15				\$33,965.24

RESOLUTION NO. 213.26

TO APPOINT LEIGH FREDENBURG TO THE POSITION OF LEGAL CLERK

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Leigh Fredenburg, of Schenectady, New York, 12306, is hereby appointed to the position of Legal Clerk, provisionally, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of sixty-seven thousand one hundred and eighty-four and 58/100 (\$67,184.58) dollars, commencing August 31, 2026.

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 5, 2026

TO: Town Board

FROM: John Mertz, Town Attorney

TITLE OF REQUEST: Appoint Leigh Fredenburg to the position of Legal Clerk.

TOWN BOARD MEETING: August 12, 2026

Background Information: The position of Legal Clerk has been established within the Town of Rotterdam and is currently vacant.

Evaluations/Analysis: Leigh Fredenburg has been identified as a qualified candidate for the position of Legal Clerk and has accepted the Town's job offer.

Recommendation: Appoint Leigh Fredenburg to the position of Legal Clerk, full time, with employee benefits, at an annual salary of \$67,184.58 effective August 31, 2026.

Attachment/Document(s): Civil Service application.

LEGISLATION WILL BE PREPARED BY: Morgan Coryer, HR & Benefits Administrator

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



Schenectady County

Human Resources & Civil Service

620 State Street

Schenectady, NY 12305-2114

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Legal Clerk 3278
POSITION TITLE EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT.
USE ONLY

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

2. Name and Legal Residence

Fredenburg, Leigh B

Load R.D. # or P.O. Box #

12305

If mailing address is different:
same

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

County City, Town, Village State Zip

Social Security Number _____

3. Police Officer & Firefighter Candidates Only:

Date of Birth (MM/DD/YYYY) ____/____/____

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

	Name	Years	Months
State of:	New York	54	6
County of:	Schenectady	50	
Village of:			
Town of:	Rotterdam	50	
City of:			
School District	Mohonasen	50	

5. Citizenship

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

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

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

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

Religious ☐ Military ☐ Disability ☐

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

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

License #:	
Restrictions:	
Expiration Date:	
Endorsements:	
Class of License:	
Is this License Currently Valid	YES ☐ NO ☐

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

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

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

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

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

REMARKS: _____

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

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

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

High School						
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?					YES ☒ NO ☐	
If Yes, Name and Location of High School or Issuing Government Authority:			Mohonasen High School			
Equivalency Diploma Number:						
College, University, Professional or Technical School						
Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate?		Date Degree Expected or Received
				Yes	No	
Maria College			Business		X	
SCCC			Business		X	

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

Length of Employment	Firm Name:	Schenectady County Public Defender's Office
From: _____ Month/Year (mm/yyyy)	Firm Address:	409 State Street, Schenectady, NY 12305
To: _____ Month/Year (mm/yyyy)	Description of Duties: Client contact intake, create files with PCDMS Prepare and edit various legal documents Index and file client information Prepare, upload and copy discovery for attorneys Legal research Answer multi line telephone General office management	
Employment Details		
Your Exact Title: Senior Legal Assistant		
Name of Your Supervisor: Stephen M. Signore		
Supervisor's Title: Public Defender		
Hours worked / wk. (exclusive of overtime): 35		
Reason for Leaving: Pay increase		
Length of Employment	Firm Name:	Meier Law Firm, PLLC
From: _____ Month/Year (mm/yyyy)	Firm Address:	10 Utica Avenue, Latham, NY 12110
To: _____ Month/Year (mm/yyyy)	Description of Duties: Client contact - meet with clients to sign documents Prepare various legal documents Index and file client information, make and confirm appointments Coordinate real estate closings Answer multi line telephone General office management	
Employment Details		
Your Exact Title: Paralegal/Legal Asst		
Name of Your Supervisor: Christina Meier, Esq		
Supervisor's Title: Owner		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving: Wanted to work closer to home		

Length of Employment	Firm Name:	Law Office of Dean Riggi, Esq.
From: _____ Month/Year (mm/yyyy)	Firm Address:	101 Mohawk Avenue, Scotia, NY 12302
To: _____ Month/Year (mm/yyyy)	Description of Duties: Prepare various legal documents and draft pleadings Index and file confidential client information, client contact Coordinate real estate closings Machine transcription Process itemized billing Schedule appointments and court hearings General office management duties	
Employment Details		
Your Exact Title: Legal Assistant		
Name of Your Supervisor: Dean Riggi		
Supervisor's Title: Owner		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving: Higher salary		

Length of Employment	Firm Name:	Law Office of Richard DellaRatta
From: _____ Month/Year (mm/yyyy)	Firm Address:	147 Barrett Street, Schenectady, NY 12305
To: _____ Month/Year (mm/yyyy)	Description of Duties: Answer multi line telephone Schedule appointments/court hearings Prepare various legal documents	
Employment Details		
Your Exact Title: Legal Secretary		
Name of Your Supervisor: Richard DellaRatta		
Supervisor's Title: Owner		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving: Went with Dean Riggi, who branched off of Richard DellaRatta		

THIS AFFIRMATION MUST BE COMPLETED

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

Signature of Applicant

Leigh B. Fredenburg
Print Name

07/08/2026
Date

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

RESOLUTION NO. 214.26

REQUESTING BIDS FOR REPLACEMENT OF ROOF AT PUMP HOUSE 2

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for THE ROOF REPLACEMENT AT Pump House 2.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Tuesday the 8th day of September 2026, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

Pump House 2 Roof Replacement

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

**ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
11:00 A.M., TUESDAY SEPTEMBER 8, 2026**

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

BY ORDER OF THE ROTTERDAM TOWN BOARD
MEGAN GRIFFIN, TOWN CLERK

DATED: August 12, 2026

BidNet: Please publish on August 13, 2026

Daily Gazette: Please publish once on August 14, 2026

Town Clerk Post

SECTION 3. This resolution shall become effective August 12, 2026

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 5, 2026

TO: Supervisor and Town Board

FROM: Fred Mastroianni, P.E. Town Consultant Engineer

TITLE OF REQUEST: Pump House 2 Roof Replacement

TOWN BOARD MEETING: August 12, 2026

Background Information: The existing roof is in poor condition and needs to be replaced.

Evaluation/Analysis: Based upon the cost for replacement, construction bid documents have been prepared to obtain bids from contractors. Once bids are received, they will be evaluated to determine the lowest responsible bidder. The estimated cost to replace the roof is \$30,000.00.

Recommendation(s): I recommend that the Town obtain formal bids for the replacement of the roof.

Attachment/Document(s): Construction Bid Documents

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town of Rotterdam
Request for Bids (RFB)



Roof Replacement of Pump House 2
Located off Route 5S
Rotterdam, Junction N.Y.

Bid Due Date:
September 8, 2026
@ 11:00 AM

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor, material, equipment and other means necessary for the replacement of existing roof of the Wellhouse #2 building will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until **11:00 AM local time on Tuesday, September 8, 2026**, at which time and place they will be publicly opened and read aloud.

The pump house #2 building is approximately 20' long x 16' wide and needs a new roof. The work shall include removing the existing and replacing it with a new roof system. The project includes:

- Remove the existing roof system down to the wood deck. Inspect the deck for deterioration and replace all damaged or deteriorated decking as directed by the town or its representative. Leave the deck clean, dry, and free of debris.
- Remove existing chimney to a point 12" below the roof deck.
- Install four layers of wood blocking consisting of three layers nominal 2x6 lumber and one-layer ½" exterior grade plywood to achieve the required roof edge height.
- Install a continuous Class I vapor retarder over the entire roof deck in accordance with the roofing manufacturer's recommendations.
- Install two layers of 2.6" polyisocyanurate roof insulation providing a minimum thermal resistance of R-30, using the roofing manufacturer's approved fastening pattern. Stagger all insulation board joints between layers.
- Install a fully adhered Carlisle 60 mil Ethylene Propylene Diene Monomer (EPDM) roofing membrane in accordance with the manufacturer's published installation requirements.
- Mechanically fasten the insulation using manufacturer-approved screws and insulation plates. Mechanically fasten the membrane only where required at perimeter, base flashing, and seam attachment locations in accordance with the manufacturer's requirements. Complete seams using the manufacturer's approved seam tape and adhesives.
- Reframe the existing roof curb with pressure-treated nominal 2x8 lumber to extend the curb to accommodate the new roof assembly thickness.
- Remove and install new flashing around the existing roof hatch.
- Install two stainless-steel lifting eye bolts on the roof hatch cover to facilitate removal for maintenance.
- Remove the existing subfascia and soffit around the entire roof perimeter.
- Install ¾" CDX exterior grade plywood subfascia at the faces of the building.
- Install new non-perforated soffit panels on all roof overhangs. The overhang width shall match existing.
- Install custom-fabricated 0.032" white aluminum fascia, 12" high with a 1-1/2" hemmed lower edge.
- Install 6" white aluminum drip edge with continuous cleat to provide resistance to wind uplift.
- Remove all construction debris from the site and leave the work area in a clean condition.

The roofing contractor shall provide a minimum two (2) year workmanship warranty covering defects in installation, workmanship, flashing, and associated roofing components. The manufacturer shall provide a minimum twenty (20) year No Dollar Limit (NDL) Total System Warranty for the complete Carlisle 60-mil EPDM roofing system. Warranty shall include materials and labor necessary to repair leaks resulting from defects covered under the warranty. The roofing system shall be installed by a Carlisle Authorized Roofing Applicator.

The following will also be required:

- Manufacturer inspection prior to final acceptance to include providing documentation from the manufacturer that the installation is acceptable.
- Manufacturer warranty inspection after installation.
- Contractor is to correct all deficiencies identified during inspection within five calendar days.
- Submission of warranty documents before final payment.

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

Each Bid must be submitted on the provided Bid Form and accompanied by security in an amount not less than five (5%) of the amount of the bid in the form and subject to the conditions provided in the Instructions to Bidders. No Bidder may withdraw the bid within thirty (30) days after the actual date of opening thereof. Any prospective Bidder that has questions should contact Justin Peterson at (518) 393-1131 or via email at jpeterson@rotterdamny.org.

There will be no formal Pre-Bid Meeting held, but any bidder that would like to visit the site shall contact Justin Peterson to arrange a site visit. Any field discussion with town personnel is for information only and shall not be part of the scope of work.

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

The Town reserves the right to reject any or all bids.

END OF SECTION

INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:00 AM local time on Tuesday, September 8, 2026**, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFB documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFB or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, up to the completion of the project.
8. The Town Board reserves the right to reject any or all bids and re-advertise.
9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings and/or

grounds of the Town of Rotterdam as specified (if applicable).

10. Delivery (if applicable): Time is of the essence. Materials are required as soon as possible, and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.
11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.
12. The Town Board of the Town of Rotterdam reserves the right to waive any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.
13. The approximate quantities if shown in the bidding documents are not meant to imply that said quantities will in fact be the purchased amount. Payment will be based on actual quantities installed on the items provided in the bid form.
14. Failure to adequately and fully complete the bid packet and/or questions contained herein shall
15. Qualifications of Bidder - Town of Rotterdam may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the Town, within five (5) days of a request, all such information and data for this purpose as may be requested.
16. Bid Evaluation-
 - a. Bids shall remain valid until:
 - the execution of a contract by the Town of Rotterdam; or
 - the award of a purchase order by the Town of Rotterdam; or
 - as otherwise rejected by the Town of Rotterdam.
 - b. Bids received will be evaluated by the Town of Rotterdam and will be based, at a minimum, upon the following criteria:
 - Lowest responsible bid cost and projected timetable for completion of services and/or delivery of goods described herein;
 - Completeness of the bid; and
 - Bidder's demonstrated capabilities and experience working on similar projects.

- c. Workmanship determined to be below the standards herein specified will not be accepted nor paid for until correct and/or replaced as required by the Town. It is with the intent of the Town that the work specified herein is awarded only to a company having experienced personnel and the proper equipment to complete the work.

17. Modification and Withdrawal of Bids:

- a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town, that there was a material and substantial mistake in the preparation of its bid, that the bidder may withdraw its bid and the bid security will be returned.

18. General Provisions of Laws Covering Workers on Public Works Contract:

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

19. Bid Security:

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

20. Bid Bond:

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

BIDDER (*Name and Address*):

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

TOWN (*Name and Address*):

Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID

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

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name _____

Print Name _____

Title _____

Title _____

Attest: _____
Signature
Title

Attest: _____
Signature
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

- a. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Town upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Town's sole and exclusive remedy upon default of Bidder.
- b. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- c. This obligation shall be null and void if:
 - c.1 Town accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - c.2 All Bids are rejected by Town, or
 - c.3 Town fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- d. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- e. Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by Town and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- f. No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- g. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- h. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- i. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- j. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- k. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

NON-COLLUSION BIDDING CERTIFICATION

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

Name of Company: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

Email: _____

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

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

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

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Contractor/Company: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

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

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

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

- **Harassment:** Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual’s work performance; or 3) otherwise adversely affects an individual’s employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment:** Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic

information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

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

United States Equal Employment Opportunity Commission (EEOC)

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

Local Protections

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

Contact the Rotterdam Police Department

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

BID FORM

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

AWARD OF BID

- (a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.
- (b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase

order, except so much as may be required to pay its employees.

CHANGE ORDER

The Town may make changes by altering, adding to or deleting from the Work, and adjusting the Contract sum accordingly. All changed Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the order on contract. Any change in the Contract sum or time for completion of the described work of the order on contract shall be contained in the order on contract. The Contractor shall complete a time impact analysis (TIA) pursuant concurrently with the pricing of the order on contract. Potential time adjustments shall be determined based on the TIA with presented costs. If the Work of the Order on contract impacts on the substantial completion date, the Contractor must notify the Town prior to the negotiation of the order on contract, and a time adjustment may be issued. If the Contractor does not develop a time impact analysis during the negotiation of an order on contract, the Contractor shall forfeit their right to a time adjustment.

The contractor shall submit a responsive cost proposal to the Town in proper form subject to Town's approval. The Town shall determine a fair market value for the work proposed and will issue an order on contract or field order to the contract. No work shall be performed outside of the contract without prior approval from the Town.

TOWN OF ROTTERDAM

BID FORM

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

**Roof Replacement of Pump House 2
Located off Route 5S in Rotterdam Junction**

SUBMITTED BY: _____

BID RECIPIENT

This Bid is submitted to:

Town of Rotterdam
Attn: Megan Griffin, Town Clerk
1100 Sunrise Boulevard
Rotterdam, NY 12306

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

BIDDER'S ACKNOWLEDGEMENTS

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

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum No.

Addendum Date

- B. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Designer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

BIDDER'S CERTIFICATION

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Town, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Town of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Town, a purpose of which is to establish bid prices at artificial, non-competitive levels;
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

LUMP SUM BID PRICE

Bidder will all labor, materials, and equipment needed to complete the work in accordance with the construction bid documents, and as directed by the Town. The contractor will provide additional materials as needed to complete the project and are included in this bid.

LUMP SUM BID PRICE _____

All work must comply with applicable standards, rules and regulations to include, but not limited to the following:

- Occupational Safety and Health Administration (OSHA)
- New York State Uniform Building Code Requirements (latest addition)
- New York State Energy Code
- Town of Rotterdam Building Code Requirements

SUBMITTED on _____ 2026.

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

Signature

Name of Company or Corporation

Address

City State Zip

Phone Number

Email

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

CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest responsible bidder as determined by the Town. This includes evaluating the lump sum bid price and references. The Town will conduct investigations as deemed necessary to determine the lowest responsible bidder.

NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRATION REQUIREMENT

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

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

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

The Contractor shall provide to the Town with performance and payment bonds prior to the execution of the agreement for review and approval. The bonds shall be in effect for the entire construction duration.

A separate Performance and Payment Bonds in a form satisfactory to the Town of Rotterdam and the Town Corporation Counsel, or its cash equivalent, equal to one hundred percent (100%) of the bid is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the Town.

In case of its failure to do so, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the Town of Rotterdam.

AGREEMENT

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

Town and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 The contractor shall provide all labor, materials and equipment needed to complete the work as described in Article 2. All work must comply with applicable standards, rules and regulations to include, but not limited to the following:

- Occupational Safety and Health Administration (OSHA)
- New York State Uniform Building Code Requirements (latest addition)
- New York State Energy Code
- Town of Rotterdam Building Code Requirements

ARTICLE 2 – THE PROJECT

2.01 The pump house #2 building is approximately 20' long x 16' wide and needs a new roof. The work shall include removing the existing and replacing it with a new roof system. The project includes:

- Remove the existing roof system down to the wood deck. Inspect the deck for deterioration and replace all damaged or deteriorated decking as directed by the town or its representative. Leave the deck clean, dry, and free of debris.
- Remove existing chimney to a point 12" below the roof deck.
- Install four layers of wood blocking consisting of three layers nominal 2x6 lumber and one-layer ½" exterior grade plywood to achieve the required roof edge height.
- Install a continuous Class I vapor retarder over the entire roof deck in accordance with the roofing manufacturer's recommendations.
- Install two layers of 2.6" polyisocyanurate roof insulation providing a minimum thermal resistance of R-30, using the roofing manufacturer's approved fastening pattern. Stagger all insulation board joints between layers.
- Install a fully adhered Carlisle 60 mil Ethylene Propylene Diene Monomer (EPDM) roofing membrane in accordance with the manufacturer's published installation requirements.
- Mechanically fasten the insulation using manufacturer-approved screws and insulation plates. Mechanically fasten the membrane only where required at perimeter, base flashing, and seam attachment locations in accordance with the manufacturer's requirements. Complete seams using the manufacturer's approved seam tape and adhesives.
- Reframe the existing roof curb with pressure-treated nominal 2x8 lumber to extend the curb to accommodate the new roof assembly thickness.
- Remove and install new flashing around the existing roof hatch.
- Install two stainless-steel lifting eye bolts on the roof hatch cover to facilitate removal for maintenance.
- Remove the existing subfascia and soffit around the entire roof perimeter.

- Install ¾" CDX exterior grade plywood subfascia at the faces of the building.
- Install new non-perforated soffit panels on all roof overhangs. The overhang width shall match existing.
- Install custom-fabricated 0.032" white aluminum fascia, 12" high with a 1-1/2" hemmed lower edge.
- Install 6" white aluminum drip edge with continuous cleat to provide resistance to wind uplift.
- Remove all construction debris from the site and leave the work area in a clean condition.

The roofing contractor shall provide a minimum two (2) year workmanship warranty covering defects in installation, workmanship, flashing, and associated roofing components. The manufacturer shall provide a minimum twenty (20) year No Dollar Limit (NDL) Total System Warranty for the complete Carlisle 60-mil EPDM roofing system. Warranty shall include materials and labor necessary to repair leaks resulting from defects covered under the warranty. The roofing system shall be installed by a Carlisle Authorized Roofing Applicator.

The following will need to be provided by the contractor:

- Manufacturer inspection prior to final acceptance to include providing documentation from the manufacturer that the installation is acceptable.
- Manufacturer warranty inspection after installation.
- Contractor is to correct all deficiencies identified during inspection within five calendar days.
- Submission of warranty documents before final payment.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times; Days*

A. The Work will be substantially completed by October 15, 2026, and fully completed by November 1, 2026.

4.03 *Liquidated Damages*

A. Contractor and Town recognize that time is of the essence as stated in Paragraph 4.01 above and that Town will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss

suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Town FIVE HUNDRED (\$500.00) for each calendar day that expires after the time specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Town FIVE HUNDRED (\$500.00) for each calendar day that expires after such time until the Work is completed and ready for final payment.
3. In addition, Contractor shall pay for all cost with respect to additional construction observation services by a private firm to confirm all work is performed as per the plans and specifications.

ARTICLE 5 – CONTRACT PRICE

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

_____ Dollars
(words)

And _____ cents \$ _____
(words) (figures)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Town shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the quantities of materials installed and bid prices for each item established as provided elsewhere in the Contract. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Town may withhold, including but not limited to liquidated damages, in

accordance with the Contract. Ninety-five (95) percent of Work completed (with the balance being retainage) of each payment request; and

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST is not used or allowed.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. The contractor is familiar with and is satisfied with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Town and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. The Contractor has given the Town written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the Town is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

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

ARTICLE 10 - TERM OF THE BID

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

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

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

ARTICLE 12 - INSURANCE

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

- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the Township, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.
- (c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:
 - Liability For: Combined Single Limit
 - Property Damage \$1,000,000 per occurrence/\$2,000,000 aggregate
 - Bodily Injury \$1,000,000 per occurrence/\$2,000,000 aggregate Personal Injury \$1,000,000 per occurrence/\$2,000,000 aggregate
- (d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit

All Other Circumstances \$1,000,000

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

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

- (a) The Town shall be named as an additional named insured on all liability policies.
- (b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

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

ARTICLE 13 - PREVAILING WAGES

- (a) All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Scheduling of Wages.
- (b) All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The successful vendor(s) are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (888) 469-7365. Actual rates are available via the internet at:
- (c) Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, supplements paid or provided and Daily and weekly number of hours worked in each classification.

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

- (d) This project PRC # is 2026022030 – Roof Replacement of Pump House. Hard copies of the prevailing wage rates can be obtained at <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1628956> or copy and paste into your browser.

ARTICLE 14 - SALES AND USE TAXES

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

ARTICLE 15 - INDEMNIFICATION

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

ARTICLE 16 - REMEDY FOR BREACH

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

ARTICLE 17 - DELIVERY AND PAYMENT

- (a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.
- (b) Payment will be made upon the submission of a completed payment request and supporting documentation.
- (c) The Town of Rotterdam is not subject to federal, state, or local taxes.
- (d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgments which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).
- (e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public Town and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

ARTICLE 18 - OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

ARTICLE 19 - SAMPLES AND SHOP DRAWINGS

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

ARTICLE 20 - SUBCONTRACTORS

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

ARTICLE 21 - ETHICS

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

ARTICLE 22 - CLAIMS AGAINST THE TOWN

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

ARTICLE 23 - LAWS AND ORDINANCES

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

ARTICLE 24 - PROTECTION OF EXISTING STRUCTURES

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

ARTICLE 25 - HEALTH AND SAFETY REQUIREMENTS

- (a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected public. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.
- (b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
 - (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
 - (2) Accident Reporting per 29 CFR 1926 Subpart C
 - (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
 - (4) Fall Protection per 29 CFR 1926 Subpart M
 - (5) Working Over Water per 29 CFR 1926 Subpart O
 - (6) Electrical Safety per 29 CFR 1926 Subpart K
 - (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
 - (8) Hazardous Materials per 29 CFR 1926 Subpart Z
 - (9) Involving Radioactive Materials per 29 CFR 1926 Subpart D/12 NYCRR 38
 - (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
 - (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
 - (12) Drilling and blasting per 29 CFR 1926, Subpart U
 - (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O
 - (14) Lifting per 29 CFR 1926, Subpart N
 - (15) Confined Spaces per 29 CFR 1910, Subpart J
 - (16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

ARTICLE 26 – SITE CONTROL

The Contractors shall maintain security of the site with barriers and/or temporary fencing and signage. All debris must be covered including during stoppages or delays. This section shall be superseded by technical requirements set in law but otherwise shall have full force.

ARTICLE 27 - WORK SITE CLEANUP

- (a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.
- (b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

ARTICLE 28 - TECHNICAL SPECIFICATIONS AND PLANS – Refer to other section of this bid document regarding the specifications. Plans are not provided.

ARTICLE 29 - PROTECTION OF EXISTING STRUCTURES

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

ARTICLE 30 – STORMWATER MANAGEMENT PROGRAM

Bidder understands that the Town of Rotterdam is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems and must comply with the terms and conditions of any aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems. Bidder also agrees to implement any corrective actions identified by the Town or a representative pursuant to the above regulations and further understands that any non-compliance by the Town will not diminish, eliminate, or lessen Bidder's own liability.

ARTICLE 31 - HIGHWAY WORK PERMIT – Not applicable

ARTICLE 32 - INSPECTION

- (a) During the progress of the work and up to the date of Final Acceptance, the Contractor shall at all times afford the representatives of the Town every reasonable, safe and proper facility for inspecting all work done or being done at the site.
- (b) Rejected work and materials shall be promptly taken down and removed from the site, which must at all times be kept in a reasonably clean and neat condition. Payment will not be made of any item until the work is completed to the satisfaction of the Inspector and/or Town officials.

ARTICLE 33 – SUBMITTALS

Prior to start of construction, the contractor shall submit for review and approval all material products needed for construction, showing that they meet town specifications/requirements prior to installation.

ARTICLE 34 - CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

principal _____ and _____

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

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

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

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

Principal _____ L.S.

_____ L.S

_____ L.S

Surety _____ L.S.

(Affix seal if surely is a corporation)

_____ L.S.

_____ L.S.

(If signed by a Surety Company, affix authority of its officers to sign and its latest sworn

financial statement unless these are on file in the Village Clerk's office, when this fact should be so stated.)

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

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

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____ 20____, before me personally
appeared _____ to me known and known to me to
be the individual described in and who executed the within
instrument, and he duly acknowledged that he executed the same.

Notary Public, _____ County

Commission of Deeds _____

CONTRACTOR, IF A CO-PARTNERSHIP, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____ 20____, before me personally
appeared _____, to me known, and known to me to be one
of the firm of _____
described in and who executed the foregoing instrument, and he
_____ thereupon _____ acknowledged to
me that he executed the same as and for the act and deed of said firm.

Notary Public, _____ County

Commissioner of Deeds _____

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

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

Notary Public, _____ County

Commissioner of Deeds _____

SURETY COMPANY ACKNOWLEDGEMENT MAY BE AFFIXED HERE

I hereby approve foregoing surety _____

Dated, Town of Rotterdam, New York _____ 20 _____

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

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

TOWN:

CONTRACTOR:

Town of Rotterdam

By: _____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

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

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
(where applicable)

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

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

TOWN:

CONTRACTOR:

Town of Rotterdam

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

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

GENERAL REQUIREMENTS

1. EXISTING BUILDING CONDITION SITE ASSESSMENT

The exterior wall construction is concrete masonry block painted and in good condition. The windows are metal frame and appear to be original to the building and in good condition.

The roof structure has been coated with a cold applied roofing membrane and is cracked and patched in a few locations. Neither the framing members or the roof decking could be observed for evaluation. The membrane material may be compromised by the direct sunlight during the summer conditions. The masonry chimney has some deterioration. Chimney flashings are in need of replacement to maintain watertightness.

Original soffits are wooden materials with vinyl fascia and soffit applied to the exterior. The vinyl appears to be a bad solution to avoid painting and should be replaced with proper materials.

2. CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

The contractor can utilize electric power if available on site without charge. However, if during the course of construction, the contractor damages any power supply, it shall be repaired at the contractor's expense. The contractor may need to provide a generator for any power supply needs and cost is to be included in the lump sum price bid.

The contractor can utilize the existing water if a spigot is provided on site. The contractor may need to provide temporary water if needed for construction and cost is to be included in the lump sum price bid.

The project site does not provide any sanitary sewer facility. The contractor is to provide a temporary toilet facility for Contractor's employees. The toilet will need to be maintained in a sanitary condition.

3. REMOVAL OF MATERIALS

The contractor shall notify the town where removed materials are being disposed of.

4. MATERIALS AND EQUIPMENT

- a. When materials or equipment are specified to conform to ASTM, Federal or other reference specifications, the materials delivered to the site shall bear the manufacturer's printed labels stating that the materials meet the requirements of such referenced specifications.
- b. Transportation and Handling:
 - 1) Deliver factory packaged materials and equipment in the manufacturer's original containers.
 - 2) Transport and handle materials and equipment in such a manner as to prevent their damage.
 - 3) Have workers available to receive and unload materials and equipment delivered to the site. Do not deliver, or have delivered, any materials and equipment to the site unless such forces are available.

- c. Storage and Protection:
 - 1) Neatly pile, store, protect, and secure materials and equipment in locations where directed.
 - 2) Protect materials and equipment subject to damage by temperature or other weather conditions.
 - 3) Do not store volatile liquids on town property.
- 5. ASBESTOS ABATEMENT
The materials to be removed should not contain asbestos.
- 6. SAFETY OF WORKERS
All safety requirements as per OSHA regulations shall be followed.

SPECIFICATIONS

SECTION 061053

WOOD NAILERS AND BLOCKING

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. EPDM Sheet Roofing System: Section 075323.

1.02 QUALITY ASSURANCE

- A. Mill and Producer's Stamp: Each piece of lumber shall bear a stamp indicating type, grade, mill, and grading agency.
 - 1. Pressure treated wood shall bear a stamp or tag indicating the name of the treating company, year treated, preservative used, the level of treatment, intended use (appropriate AWP Standard), and logo of inspecting company.

1.03 STORAGE

- A. Store lumber a minimum of 6 inches off the ground, in a dry, well-ventilated place, protected from the weather.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Lumber: "Standard" Grade Douglas Fir, Hem-Fir, White Pine, Southern Pine, or Spruce-Pine-Fir pressure preservative treated in accordance with the American Wood Preservers Association (AWPA) Standard U1, Commodity Specification A for the requirements listed under Use Category UC2 and kiln dried to 19 percent moisture content after treatment.
- B. Nails, Screws, and Bolts: ASTM A653 Class G185 hot dipped galvanized, zinc or cadmium plated, or silicon bronze.
 - 1. Screws and Bolts for fastening to Aluminum: Stainless steel, Type 304 or 316.
- C. Expansion Anchors: G185 Hot dipped galvanized steel wedge anchors, FS FF-S-325, Group II, Type 4, Class 1.
- D. Self Threading Masonry Screws: Zinc Plated; "Tapcon" by Elco Industries, Inc., 1111 Samuelson Rd., PO Box 7009, Rockford, IL 61125-7009, (815) 397-5151.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install nailers and blocking true to line and plane within a tolerance of 1/8 inch in 10 feet.
- B. Fit joints neatly with no more than 1/16 inch space between abutting members.
- C. Do not install nailers or blocking across bonding expansion joints.
- D. Attach nailers and blocking securely as required to properly support the items that will be attached to them.
- E. Space fasteners equally at not more than 16 inches on center and 4 inches from each end of each member, unless noted otherwise. Secure the nailers and blocking with the following types of fasteners:
 - 1. To Wood: Use nails or screws.
- F. Countersink fasteners if they interfere with the proper installation of items to be attached to the nailers and blocking.

END OF SECTION

SECTION 066500

PLASTIC SIMULATED WOOD TRIM

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Nailers and Blocking: Section 061000.
- B. Painting: Section 099101.

1.02 REFERENCES

- A. ASTM D 570 - Standard Test Method for Water Absorption of Plastics.
- B. ASTM D 638 Standard Test Method for Tensile Properties of Plastics.
- C. ASTM D 648 Standard Test Method for Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position.
- D. ASTM D 1761 Standard Test Methods for Mechanical Fasteners in Wood.

1.03 SUBMITTALS

- A. Waiver of Submittals: The "Waiver of Certain Submittal Requirements" in Section 013000 does not apply to this Section.
- B. Product Data: Catalog sheets, specifications and installation instructions for each item specified. Include storage and handling requirements.
- C. Samples: For each finish product specified, two samples, minimum size 6 inches square, representing actual product, color, and patterns.
- D. Quality Control Submittals:
 - 1. Certificates: Affidavit required under QUALITY ASSURANCE Article.
 - 2. Manufacturer's Field Reports: Verification of existing conditions.
- E. Contract Closeout Submittals:
 - 1. Warranty: Copy of specified Warranty.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A minimum of 10 years in the manufacture of PVC products.
- B. Installer Qualifications: A minimum of 3 years in the installation of PVC products.

- C. Source Limitations: Obtain components and trim accessories from single manufacturer.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Protect materials from exposure to moisture. Do not deliver until after wet work is complete and dry.
- C. Store materials in a dry, warm, ventilated weathertight location.

1.08 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
 - 1. Comply with manufacturer's written installation guidelines to accommodate thermal expansion and contraction.

1.09 COORDINATION

- A. Coordinate Work with other operations and installation of trim to avoid damage to installed materials.

1.10 WARRANTY

- A. Manufacturer's Warranty: 25 year warranty.

1.11 MAINTENANCE

- A. Extra Materials: Leave extra materials over 2 feet in length, if any, at the facility where directed by the Town Engineer's Representative.

PART 2 PRODUCTS

2.01 MANUFACTURERS/COMPANIES

- A. CertainTeed Corp., CertainTeed Restoration Millwork, 750 E. Swedesford Road, Valley Forge, PA 19482, (800) 233-8990, www.certainteed.com.
- B. Gossen Corporation, 2030 W. Bender Road, Milwaukee, MI 53209-3727, (800) 558-8984, www.gossencorp.com.
- C. Kleer Lumber, LLC, 44 Greif Way, Westfield, MA 01085, (866) 553-3770, www.kleerlumber.com.
- D. Vycom Corporation, 801 Corey Street, Scranton, PA 18505, (877) 275-2935, www.azek.com

2.02 MATERIALS

- A. Mildew and fungus resistant exterior grade free foam cellular PVC with smooth finish on one side and embossed wood grain finish on opposite side. Product shall be homogenous and free of voids, holes, cracks, and foreign inclusions and other defects. Edges must be square and top and bottom surfaces shall be flat with no convex or concave deviation.

2.03 SIMULATED WOOD TRIMBOARD

- A. Design: See drawings for designs and arrangement of PVC trimboard and sheets for fascia, rake, column cover, window, and door trim applications.
- B. Trimboard Sizes:
 - 1. Nominal Thickness: As selected from the manufacturer's standard thicknesses.
 - 2. Nominal Width: As selected from the manufacturer's standard widths.
 - 3. Finish:
 - a. As selected from the manufacturer's standard finishes and colors.

2.07 ACCESSORIES

- A. Fasteners:
 - 1. Fasteners shall have sufficient tensile strength in the shaft to resist bending during linear expansion and contraction.
 - 2. Nails with smooth, thin shanks, blunt tips and full round heads (e.g.: wood siding nails, box nails) long enough to penetrate the substrate a minimum of 1-1/2 inches.
 - 3. Exterior grade, trim-head screws, minimum #7 gauge long enough to penetrate the substrate a minimum of 1-1/2 inches.
 - 4. Material: Stainless steel.
- B. Adhesives: Cellular PVC cement/adhesive.
 - 1. Bond Fill Structural adhesive/filler.
 - 2. Gorilla Brand PVC cement.
- C. Filler: Provide exterior grade, flexible filler to fill nail holes and dents in PVC trimboard and porch and deck rail systems.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify adequacy of backing and support framing.

- C. If substrate preparation is the responsibility of another installer, notify the Town's Engineer's Representative of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Examine, clean, and repair as necessary any substrate conditions that would be detrimental to proper installation.
- C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.03 INSTALLATION

- A. Install the Work of this Section in accordance with the manufacturer's printed instructions and recommended techniques.
 - 1. Comply with all terms necessary to maintain warranty coverage.
 - 2. Use trim details indicated on the drawings.
 - 3. Touch up all field cut edges before installing.
- B. Install railings straight and level, or at consistent slope if applicable. Install posts and balusters plumb and at consistent spacing.
- C. Finishing:
 - 1. Correct dents and gouges before applying final coating.
 - 2. Prepare surfaces and paint materials as recommended by the manufacturer.

3.04 PROTECTION

- A. Protect installed products until completion of project.

END OF SECTION

SECTION 075323

ADHERED EPDM ROOFING SYSTEM

PART 1 GENERAL

1.01 DEFINITIONS

- A. Company Field Advisor; An individual meeting the requirements of either subparagraph below:
 - 1. An employee of the company producing or manufacturing the system (or the company which lists and markets the primary components of the system under their name) who is certified in writing by the company to be technically qualified in design, installation, and servicing of the required products, and has experience in the installation of the required products. Personnel involved solely in sales do not qualify. Employees of the Contractor or the Subcontractor do not qualify.
 - 2. An individual employed by an organization (other than the company producing or manufacturing the system), certified in writing by the company producing or manufacturing the system, that the individual is technically qualified in design, installation and servicing of the required products and is capable to act as company field advisor in their behalf, and has experience in the installation of the required products. Personnel involved solely in sales do not qualify. Employees of the Contractor or the Subcontractor do not qualify.

1.02 SYSTEM DESCRIPTION

- A. Type C Adhered EPDM System: EPDM fully adhered coverboard with bonding adhesive, and the insulation and/or underlayment board mechanically attached to the structural deck.

1.03 SUBMITTALS

- A. Waiver Of Submittals:
 - 1. "Named Brand" Roofing Systems: The "Waiver Of Certain Submittal Requirements" in Section 013300 applies to this Section only if a "Named Brand" roofing system is furnished.
 - 2. "Or Equal" Roofing Systems: The "Waiver Of Certain Submittal Requirements" in Section 013300 does not apply to this Section if an "or equal" is submitted.
- B. "Named Brand" Submittals: Submit for approval, one of the "named brand" roofing systems and any proposed deviations from the Contract Documents. Submit Product Data, Samples, Applicator's Certification, and Material's Certification, to the Town Engineer's Representative at the site for information purposes only.

- C. "Or Equal" Submittals: Submit for approval, product data, samples, quality control submittals, and any proposed deviations from the Contract Documents.
- D. Approvals: Approval of a "named brand" or "or equal" roofing system is with the understanding that the requirements of the Contract Documents will be met. Approval of a roofing system does not constitute blanket approval of the manufacturer's installation specifications or details.
 - 1. If the requirements of the Contract Documents differ from or are more stringent than the requirements of the approved roof system manufacturer, the Contract Documents have precedence over the requirements of the approved manufacturer.
- E. Proposed Deviations from the Contract Documents: Submit for approval proposed deviations when the roofing system is submitted. Proposed deviations submitted after the roofing system has been approved will not be considered for approval and may be cause for rejection of the previously approved roofing system.
 - 1. Manufacturer's Details: Do not use or submit manufacturer's standard details unless there is an omission or a proposed deviation from the Contract Documents. In such instances, submit the revised detail for approval. Label each revised detail with the words "PROPOSED DEVIATION".
 - 2. Manufacturer's Specifications and Installation Instructions: When there is a proposed deviation from the Contract Documents, submit the proposed deviation for approval. Label each specification and instruction revision with the words "PROPOSED DEVIATION".
- F. Product Data: Catalog sheets, specifications, installation instructions for each material specified.
- G. Samples:
 - 1. Sheet Membrane: One 6 inch square piece.
 - 2. Sheet Flashing: One 6 inch square piece.
 - 3. EPDM Cover Tape: One 12 inch square piece.
 - 4. Inseam Tape: One piece 3 inches wide by 12 inches long.
 - 5. Fasteners: Two each type.
 - 6. Coverboard: One 3 inch square piece.
 - 7. Underlayment Board: One 3 inch square piece.
 - 8. Self-Adhesive Vapor Retarder: One 6 inch square piece.
- H. Quality Control Submittals:
 - 1. Fire Hazard Certification: Written certification that the roof system, including the specific insulation, has been tested in conjunction with the type of structural roof deck and roof slope applicable to the project and has achieved an Underwriters Laboratories Class A external fire resistance rating.
 - a. Acceptable Certification: Letter from Underwriters Laboratories, or a copy of the Underwriters Laboratories classification listing for the roofing system.

2. Wind Uplift Certification: Submit written certification that the roof system, including the specific insulation and fasteners, has been tested in conjunction with the type of structural roof deck applicable to this project, and has achieved a Factory Mutual Class 1-120 Wind Uplift rating.
 - a. Acceptable Certification: Letter from Factory Mutual, or a copy of the Factory Mutual Approval Report for the roofing system.
 3. Material Certification: Written certification from the roofing membrane manufacturer certifying that the insulation, insulation fasteners (if any), flashings and accessory products provided by the membrane manufacturer are approved for use with the roofing system and is included in the full system warranty.
 4. Membrane Manufacturer's Certification:
 - a. Written certification that the manufacturer has been actively marketing the submitted system for the past 5 years.
 - b. Names and addresses of 5 previous EPDM roofing projects installed within the past 5 years. Include the type and size of each project, and name and telephone number of a contact person at the project locations.
 5. Installer's Certification:
 - a. Written certification from the membrane manufacturer certifying that the installer is licensed or approved to install the roof system.
 - b. Names, addresses, and telephone numbers of 3 buildings where the installer has installed EPDM sheet membrane roof systems that have had the manufacturer's warranty issued. Include the types of EPDM systems installed, the manufacturer's names, and the warranty numbers.
 - c. Written certification that the job supervisor or crew chief and at least one other member of the roofing crew have installed at least 3 EPDM sheet membrane roof systems and are thoroughly familiar with all aspects of the installation.
 6. Warranty: Sample copy of the full system warranty specified.
- J. Contract Closeout Submittals:
1. Warranty: Warranties as specified.
- K. Material Safety Data Sheets (MSDS): Do not include the MSDS in the Submittals Package. Submit the MSDS to the Town Engineer's Representative prior to start of the work.
- L. Submit all items, except contract closeout submittals and MSDS, at one time as a complete package. Partial submittals will not be considered.

1.04 - QUALITY ASSURANCE

- A. Fire Hazard Classification: The sheet membrane roof system shall have an Underwriters Laboratories Class A External Fire Resistance rating, as determined by tests conducted in conformity with UL-790 "Tests for Fire Resistance of Roof Covering Materials".

1. The roof system, which includes a specific generic type of insulation, and in some instances a specific name brand insulation, shall have been tested in conjunction with the type of structural roof deck and roof slope applicable to the project.
- B. **Material Classification Identification:** Materials delivered to the site that are a component of the roofing system shall bear the UL Classification mark.
- C. **Membrane Manufacturer's Qualifications:**
 1. The manufacturer shall have been actively marketing an EPDM roof system in the United States for a minimum of 5 years.
 2. The manufacturer shall have the technical expertise and qualified technical representatives to resolve questions or problems that may arise both during and after the Work is completed.
 3. The manufacturer shall require that the roof system be installed by a licensed or approved applicator.
- D. **Installer's Qualifications:** The installation of the roofing system shall be performed by an installer licensed or approved by the membrane manufacturer. The installer shall have previously installed at least 5 EPDM sheet membrane systems for which the manufacturer's warranty was issued. The roofing company shall, upon request, provide evidence of having a minimum of ten years of successful experience installing single-ply roofing systems and having installed at least ten roofing applications of equal size and scope.
 1. **Workers:** The supervisor or crew chief and at least one other member of the roofing crew shall have installed at least 5 EPDM sheet membrane roof systems and shall be thoroughly familiar with all aspects of the installation.
- E. **Pre-Installation Conference:** Before the roofing work is scheduled to commence, a conference will be called by the Town Engineer's Representative at the site for the purpose of reviewing the Drawings and the Specifications and discussing requirements for the Work. The conference shall be attended by the Contractor, the authorized roofing applicator, and if necessary, the Company Field Advisor.

1.05 ROOFING MANUFACTURER'S COMPANY FIELD ADVISOR

- A. The manufacturer of the roofing system, issuing the final system guarantee on this roofing project, may supply a Company Field Advisor, as a technical representative, with the following minimum qualifications:
 1. Documentation of 5 years of field experience on the same type of roofing system.
 2. Documentation of 5 projects where role was a Company Field Advisor; include contact names and phone numbers for each project.
- B. The services of the Company Field Advisor to inspect the workmanship of the roofing system installer may be provided.
- C. **Company Field Advisor Duties and Responsibilities:**
 1. Become familiar with the Contract Documents and approved submittals prior to the pre-roofing conference.

2. At the beginning of the actual membrane installation for the purpose of:
 - a. Rendering technical assistance to the Contractor regarding installation procedures of the system.
 - b. Familiarizing the Town Engineer's Representative with all aspects of the system including inspection techniques.
 - c. Answering questions that might arise.
3. Attendance at progress meetings is not required.
4. Be objective, unbiased and impartial in each inspection, recommendation, conversation, action and written report.
 - a. Inspect the existing substrate, flashing, blocking, and related materials as being acceptable for the installation of the roofing system.
 - b. Ensure proper fastening patterns and fastener sizes of wood blocking, insulation, edge flashing, and related components.
5. Immediately report non-compliant conditions, if any, to the Town Engineer's Representative.
6. Provide to the Town Engineer's Representative a written report, submitted prior to leaving the Project Site each day the Company Field Advisor is present. Each daily written report shall contain at a minimum:
 - a. Date of report and inspection.
 - b. Weather conditions at the start, middle, and end of the work day.
 - c. Work performed including Contractor activity, contractor crew size, supervisor's name, area of activity, and progress and quality of the work as observed.
 - d. Discussions with Contractor regarding work anomalies and resolution.
 - e. Conditions that are not in compliance with the Contract documents.
 - 1) Continue documenting non-compliance issues in subsequent reports until the issue has been resolved. Document resolution of non-compliance issues when resolved.
7. Report to the Town Engineer's Representative in writing failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
8. Confirm, after completion of the roofing work and based on the Company Field Advisor's inspections and tests, that the Company Field Advisor has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to the site in the manufacturer's labeled, unbroken containers.
- B. Storage and Handling: Store materials in a dry, well-ventilated place protected from the weather.
 1. Do not store materials so as to overload the deck or structural assembly.

2. Store all materials on raised platforms covered with properly secured breathable water resistant covers. Slit shrink wrapping to not permit condensation and cover with breathable tarp.
3. Remove all materials that become wet from the site.
4. Store volatile liquids in a separate storage building or trailer, or removed from the site at the end of each workday.
 - a. Store volatile liquids at temperatures recommended by the manufacturer.
5. Do not remove materials from factory packaging until ready for use.
6. Store adhesives, and sealants at temperatures between 60 degrees F and 80 degrees F.

1.07 PROJECT CONDITIONS

- A. Unless otherwise directed, do not execute the work of this Section if the Town Engineer's Representative is not present.
- B. Do not execute the work of this Section unless the substrate is dry and free of dirt and debris.
- C. Moisture Protection:
 1. Cover, seal or otherwise protect the roof and flashings so that water cannot accumulate or flow under completed portions. When and where necessary to accomplish this, provide temporary water cut-offs in accordance with the membrane manufacturer's written specifications.
- D. Do not smoke or use open flames near volatile materials.

PART 2 PRODUCTS

2.01 EPDM SHEET MEMBRANE, SHEET FLASHING, AND RELATED PRODUCTS

- A. The EPDM sheet membrane shall be visually free of streaks, particles of foreign matter, undispersed raw material, pinholes, cracks, tears, and shall be uniform in thickness. When unrolled in a relaxed position, the membrane shall be free of wrinkles, distortions, and blisters.
- B. EPDM (Ethylene, Propylene, Diene, Monomer) Sheet Membrane:
 1. The following type is required to achieve a UL Class A external fire rating for the slope of the roof system:
 - a. 90 mil, unreinforced, EPDM membrane.
 2. The following systems are listed in the UL Materials Directory as having a UL Class A Exterior Fire Rating when installed with the type of deck, insulation, and roof slope applicable to this Project.
 - a. "Sure Seal Adhered Roofing System" by Carlisle Syntec Systems, P.O. Box 7000, Carlisle, PA 17013, (800) 479-6832, www.carlisle-syntec.com

- b. “Adhered Rubbergard Platinum” by Firestone Building Products Company, 525 Congressional Blvd., Carmel, IN 46032, (800) 428-4442, www.firestonebpco.com
 - c. “UltraGuard Adhered Roofing System” by Manville Roofing Systems, P.O. Box 5108, Denver, CO 80217-5108, (800) 654-3103, www.jm.com
 - d. “VersiGard Fully Adhered Roofing System” by Versico Incorporated, P.O. Box 6424, Akron, OH 44312, (800) 992-7663, www.versico.com
- C. Sheet Flashing: Membrane manufacturer’s cured and uncured EPDM as specified.
- D. Inseam Tape: Membrane manufacturer’s minimum 6 inch wide self adhering tape consisting of cured butyl double sided adhesive tape, for inseam splicing of rubber to rubber.
- E. Cured EPDM Cover Tape: Membrane manufacturer’s minimum 6 inch wide self adhering tape consisting of cured butyl adhesive laminated to cured EPDM, for installation over EPDM seams, cuts in field membrane, and for stripping in metal work.
- F. Uncured EPDM Cover Tape: Membrane manufacturer’s minimum 6 inch wide self adhesive tape, consisting of, cured butyl adhesive laminated to uncured EPDM, for installation over base flashing corners, inside and outside corners, pipe flashings and other detail work.
- G. Related Products: Membrane manufacturer’s bonding adhesive, splicing cement, lap sealant, water cut-off mastic, nite seal, pourable sealer, splice joint cleaning agent and primer, insulation adhesive, and all other products related to the sheet membrane system. All adhesives, primers, and cleaners must comply with the current New York State VOC OTC regulations.

2.02 UNDERLAYMENT BOARD

- A. Underlayment Board: 1/2 inch thick gypsum roof board composed of a silicone treated gypsum core with fiberglass facers.
 - 1. Acceptable Product: “Dens-Deck” by Georgia-Pacific Corporation, Gypsum Division, 2861 Miller Road, Decatur, GA 30035, (800) 225-6119, www.gp.com
 - 2. Securock Roof Board, 3/8 inch thick by USG, 550 West Adams Street, Chicago, IL 60661-3676, (312)-0436-4000, www.usg.com.
 - 3. Adhesively Attached Underlayment Board: Maximum board size 4 feet x 4 feet.
 - 4. Mechanically Attached Underlayment Board: Minimum board size 4 feet x 8 feet.

2.03 FASTENERS

- A. Insulation and Membrane Fasteners: Approval of fasteners is contingent upon certification by the membrane manufacturer that the fasteners are approved for use with the specified roof system and that the fasteners are included in the full system warranty specified.
 - 1. Wood Decks: Membrane manufacturer and Factory Mutual approved, hardened, self-tapping, anti-backout, Phillips pan head screws with round, square or hexagonal steel stress plates. Plate size as recommended by the manufacturer.
 - a. Minimum penetration one inch, minimum pull out resistance from deck 360 pounds unless specified otherwise by the membrane manufacturer.
- B. Termination Bar and Fasteners:
 - 1. Termination Bar: Factory fabricated one inch wide x .098 inches thick mill finish extruded aluminum pre-punched 6" on center with a caulking and stiffening flange, as provided by the membrane manufacturer.
 - 2. Fasteners:
 - a. Concrete Or Masonry Surfaces: Slotted hex washer head masonry screws or zinc alloy hammer driven expansion anchors. Length as required to securely hold the compression bar tight against the wall surface.
 - b. Wood and Sheet Metal Surfaces: Hardened, self-tapping, slotted hex washer head screws.
- C. EPDM Anchor Strips: 6 inch wide reinforced EPDM.

2.04 MISCELLANEOUS MATERIALS

- A. Pipe Flashing: Membrane manufacturer's cured pre-molded EPDM pipe boot.
- B. Compression Clamp (for factory fabricated flashings only): Stainless steel or cadmium plated steel worm drive clamp.
- C. Sealant: One-part, low modulus, silicone sealant: Dow Corning's 790, General Electric's Silpruf, Pecora's 864, or Tremco's TremPro 646.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

- A. Cleaning: Before the roofing installation commences, sweep and/or vacuum all surfaces as required to remove all dirt, dust, loose aggregate, foreign matter, and debris left from removals of existing roofing.

3.02 PREPARATION

- A. Testing Pull Out Resistance of Fasteners: Before commencing with the roofing work, in the presence of the Town Engineer's Representative, conduct fastener

pull out tests to determine if the pull out values meet the requirements of the Contract Documents and the membrane manufacturer.

1. Conduct the tests at representative locations and/or where selected by the Town Engineer's Representative as follows:
 - a. Up to 5,000 square feet: 3 tests.
2. Patch holes at the test locations.
3. Do not proceed with the roofing work if the pull out resistance of the

3.03 INSTALLING UNDERLAYMENT BOARD

- A. Install underlayment board over all combustible decks.
- B. Installing Mechanically Fastened Underlayment Board:
 1. Install the underlayment board over the deck with the long joints running in a continuous straight line with end joints staggered. Butt edges and ends snugly so there are no gaps between the boards.
 2. Mechanically attach underlayment board in accordance with FM Loss prevention Data 1-28 including enhanced perimeter and corner fastener spacing. Set the fasteners with sufficient force to hold the insulation firmly against the deck surface. Check each fastener to insure that it is securely anchored to the deck, penetrating the top flute only. Do not allow the fastener to damage the underlayment board. Remove loose or defective fasteners.

3.04 INSTALLING COVERBOARD

- A. Installing Mechanically Fastened Coverboard:
 1. Loose lay the coverboard over the insulation with the long joints running in a continuous straight line. Secure the coverboard and the insulation at the same time with the same fastener.
 2. Mechanically attach coverboard in accordance with FM Loss prevention Data 1-28 including enhanced perimeter and corner fastener spacing. Set the fasteners with sufficient force to hold the insulation firmly against the deck surface. Do not allow the fastener to crush the insulation. Check each fastener to insure that it is securely anchored to the deck. Remove loose or defective fasteners.
- B. Install coverboard over the uniform thickness, tapered and cricket insulation.

3.05 INSTALLING EPDM ROOF MEMBRANE

- A. Install the membrane with the minimum number of field formed joints. Use the largest size factory formed sheets as is practicable.
 1. If possible start at high points of the roof and work towards the low points. Lap sheets so the flow of water is not against the edges of the sheet.
 2. Position the membrane so it is free of buckles or wrinkles. Do not stretch the membrane. Lay the sheets with a minimum 6-inch lap.
 - a. When the edges of the EPDM sheet are not straight so that the in seam tape and cover tape can be applied without distortion,

snap a chalk line on the edge of the top sheet and cut the sheet so that the edge is straight.

3. Allow the membrane to relax for a minimum of 1/2 hour before securing or splicing. When installing membrane in cold weather, allow the membrane to relax for a longer period of time as recommended by the manufacturer.

B. Adhering Roofing Membrane To The Substrate:

1. Adhere the roofing membrane to the substrate with the manufacturer's bonding adhesive. Mating surfaces must be clean and dry before adhering the membrane.
2. Apply a uniform coating of bonding adhesive to both mating surfaces at the rate recommended by the manufacturer. Do not leave "skips" or "holidays". Do not allow the bonding adhesive to puddle.
3. Do not allow bonding adhesive to come in contact with areas to be spliced.
4. Allow the adhesive to dry until it does not stick to the dry finger touch. Do not attempt to adhere the membrane if the bonding adhesive is wet to the touch.
5. Adhere the membrane to the substrate so it is free of wrinkles, fishmouths, or voids.
6. Broom the membrane to achieve maximum adhesion. Do not try to reposition the sheet once it has been adhered to the substrate.

C. Splicing EPDM Roof Membrane Lap Joints:

1. Splice side and end lap joints of the sheet membrane with the manufacturer's inseam splicing tape and seam cover tape. Do not use splicing cement.
2. Mark the bottom sheet along the edge of the top sheet with a marking crayon.
3. Cleaning and Preparing The Lap Joint:
 - a. Remove dirt and dust. Detergent-wash the splice area where dirt has adhered to the membrane. Rinse with clean water and allow to dry thoroughly.
 - b. Solvent wash surfaces that will be in contact with inseam tape and cover tape with natural fiber rags soaked in the manufacturer's recommended cleaning agent. Clean the splice area until the sheet is clean and black, with no streaks, and there is no trace of talc or foreign matter left in the splice area. Change rags frequently to avoid spreading the talc or dirt.
 - c. The solvent wash is mandatory and cannot be eliminated regardless of the manufacturer's requirements.
4. Installing Inseam Splicing Tape:
 - a. Apply the manufacturer's primer to surfaces that will be in contact with the inseam tape. Allow the primer to dry completely before completing the splice.
 - b. Position the tape on the bottom sheet with the edge aligned with the previously made markings. Roll the surface of the tape to insure good adhesion.
 - c. Fold the top sheet over the tape. Trim the sheet as necessary so that 1/4-inch of the tape is exposed.

- d. Remove the release paper from the top surface of the tape and allow the membrane to come in contact with the tape as the paper is being removed.
 - e. Roll the surface of the splice to insure good adhesion.
5. Installing Cover Tape:
- a. Apply the manufacturer's primer to surfaces that will be in contact with the cover tape. Allow the primer to dry completely before completing the splice.
 - b. Apply the cover tape centered over the seam. Roll the tape into position while the release paper is being removed.
 - c. Adhere the tape to the underlying sheet so it is free of wrinkles, fishmouths and voids.
 - d. Roll the surface of the splice to insure good adhesion.

3.06 INSTALLING EPDM FLASHINGS

- A. Splicing EPDM Flashing:
- 1. Remove dirt and dust. Detergent wash mating surfaces where dirt has adhered to the membrane. Rinse with clean water and allow to dry thoroughly.
 - 2. Solvent wash mating surfaces with natural fiber rags soaked in the manufacturer's cleaning agent. Clean the splice area until the sheet is clean and black, with no streaks, and there is no trace of talc or foreign matter left in the splice area. Change rags frequently to avoid spreading the talc or dirt.
 - a. Brush-apply a uniform coating of splicing cement to both mating surfaces at the rate recommended by the manufacturer. Do not leave any "skips" or "holidays". Do not allow the splicing cement to puddle.
 - b. Allow the splicing cement to dry until it does not stick to the dry finger touch. Do not complete the splice if the splicing cement is wet.
 - c. Adhere the top sheet to the underlying sheet so it is free of wrinkles, fishmouths, and voids.
 - d. Roll the splice with a steel roller to insure good adhesion.
 - e. Apply a bead of lap sealant along exposed edges and tool to a slightly convex surface. Lap sealant must be applied the same day the splice is completed.
- B. Adhering EPDM Flashings To The Substrate:
- 1. Adhere the flashings to the substrate with the manufacturer's bonding adhesive. Mating surfaces must be clean and dry and smooth before adhering the membrane. Do not adhere membrane directly to masonry surfaces.
 - 2. Apply a uniform coating of bonding adhesive to both mating surfaces at the rate recommended by the manufacturer. Do not leave any "skips" or "holidays". Do not allow the bonding adhesive to puddle.
 - 3. Do not allow bonding adhesive to come in contact with areas to be spliced.

4. Allow the adhesive to dry until it does not stick to the dry finger touch. Do not attempt to adhere the flashing if the bonding adhesive is wet to the touch.
 5. Adhere the flashing to the substrate so it is free of wrinkles, fishmouths, or voids.
 6. Roll the surface of the flashings to achieve maximum adhesion. Do not try to reposition the flashing once it has been adhered to the substrate.
- C. Installing EPDM Base Flashing At Equipment Curbs, Skylight Curbs, and At Walls Where The Roof Membrane Cannot Be Turned Up In One Piece:
1. Complete the splice between the sheet flashing and the roof membrane before bonding the flashing to vertical surfaces. Extend the splice a minimum of 3 inches beyond fastener plates that secure the membrane.
 2. Apply bonding adhesive to the substrate. Roll the flashing into the bonding adhesive so there are no wrinkles and no bridging at the base of the flashing. Work the surface of the flashing to insure good adhesion.
 3. At inside and outside corners cut and fold the membrane around the corner as recommended by the manufacturer. Apply uncured EPDM corner patches.
 4. Apply lap sealant at edges and ends of the flashing.
 5. If the base flashing terminates beneath a cap flashing, secure the top edge of the flashing with fasteners 12 inches on center.
- D. Installing Termination Bar:
1. Where base flashing does not terminate beneath a cap flashing, seal the top edge as follows:
 - a. Set the top one-inch of the flashing in water cut off mastic.
 - b. Install a continuous metal termination bar over the flashing and secure one foot on center.
 - c. Apply a bead of lap sealant along the top edge.
- E. Installing Gravel Stop Flashing:
1. Install the gravel stop over the roofing membrane.
 2. Strip in the horizontal portion of the gravel stop with cover tape.
 - a. Apply the manufacturer's primer over the metal flange of the gravel stop and the roofing membrane before applying the cover tape.
 - b. Apply uncured EPDM cover tape or 6 inch x 6 inch uncured EPDM over "T" joints, at end laps, and at metal joints.
 - c. Apply lap sealant at metal joints and along cover tape edges and uncured EPDM patches.
- F. Installing Flashing At Snap On Cant Type Gravel Stops:
1. Install the canted water dam portion of the gravel stop over the roofing membrane.
 2. Strip in the water dam with one strip of sheet flashing set in splicing cement. Extend the flashing over the front edge of the water dam a minimum of 3 inches and out past the base of the cant a minimum of 3 inches. Apply lap sealant along the splice edge and at splice joints.
 - a. Install the fascia portion of the gravel stop.

- G. Installing Pipe Flashing:
1. Wherever possible flash pipes through the roof with the manufacturer's premolded pipe flashing.
 - a. Cut the flashing to the proper diameter. Apply splicing cement to the bottom of the flashing and to the contact surface of the membrane. Apply water cut-off mastic between the contact surface of the pipe and the flashing. Install the premolded flashing.
 - b. Install clamping ring around top of flashing. Apply lap sealant around the splice edge of the flashing flange.
 2. Where premolded pipe flashings cannot be used, use field fabricated uncured EPDM covertape flashing.
 - a. Apply the manufacturer's primer to surfaces that will be in contact with the cover tape. Allow the primer to dry completely before completing the flashing.
 - b. Install a square shaped piece of flashing over the membrane. Turn the flashing up onto the pipe 1/2 inch.
 - c. Wrap a second piece of flashing around the pipe. Extend the flashing 1/2 inch onto the horizontal portion of previously installed flashing.
 - d. Roll the surface of the splice to insure good adhesion.
 - e. Adhere the tape to the underlying sheet so it is free of wrinkles, fishmouths and voids.
 - f. Apply lap sealant at splice edges and at the top of the flashing.

3.07 PHASING OF MEMBRANE INSTALLATION

- A. At the end of each working day temporarily seal the loose edge of the membrane so that water does not flow beneath the covered portion. Unless instructed otherwise, provide temporary seals in the presence of the Town Engineer's Representative. Install the temporary seal using one of the following methods:
1. Method 1: Apply a 12 inch wide application of hot bitumen over the area to be sealed. While hot, embed the EPDM membrane into the bitumen. Before the Work resumes cut off and discard portions of the membrane that have been embedded in the hot bitumen.
 2. Method 2: Apply the membrane manufacturer's nite seal over the area to be sealed. Embed the EPDM membrane into the nite seal. Apply a continuous weight over the membrane and nite seal. Before the Work resumes cut off and discard portions of the membrane that have been embedded in the nite seal.
 3. Install flashings as the membrane is being installed (same working day). If the flashing cannot be completely installed in one day, progress the installation until the flashing is in a watertight condition.

3.08 FIELD QUALITY CONTROL

- A. As the joints are completed or at the end of each workday, in the presence of the Town Engineer's Representative closely examine joints in the membrane and flashing. Cut out and repair areas of the joints that are not fully bonded or that

contain “fishmouths” or “wrinkles”. Repair the membrane so it is restored to its full waterproof integrity. Lap patches a minimum of 6 inches beyond cuts.

END OF SECTION

SECTION 077200
ROOF ACCESSORIES

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Base Flashing: Section 075323.

1.02 SUBMITTALS

- A. Product Data: Manufacturer's catalog sheets, specifications, and installation instructions.
- B. Contract Closeout Submittals:
1. Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Director's Representative.

1.04 SEQUENCING AND SCHEDULING

- A. Coordinate installation of roof accessories with roofing and flashing.

PART 2 PRODUCTS

2.01 ROOF HATCHES

- A. Aluminum units by Babcock-Davis, 9300 73rd Ave N, Brooklyn Park, MN 055428, consisting of an insulated and weather-stripped hinged cover on an insulated curb fitted with integral cap flashing. (60 x 60 inches)
1. Cover: 11 gage mill finish aluminum with 3 inch beaded or hemmed flange, 1 inch thick fiberglass insulation covered by a 18 gage aluminum liner, and neoprene or closed cell rubber gasket seal around perimeter. Cover shall open to 90 degrees.
 - a. Double Leaf: 1/2 inch in 12 inches minimum cover slope; weatherproof joint between leaves.
 2. Curb: 11 gage mill finish aluminum 12 inches high with 3-1/2 inch flange at bottom with holes for securing to roof deck, 11 gage aluminum cap flashing at top, and 1 inch thick rigid fiberboard insulation on exterior of curb.
 3. Fabrication: Continuously weld metal joints.

4. Hardware: Zinc or cadmium plated steel; heavy pintle hinges, enclosed spring operators, positive snap latch with turn handles inside and outside, padlock hasp inside, and automatic hold-open/ operating arm with one hand grip release handle.
 - a. Two point lock on double leaf hatches.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install units in accordance with the manufacturer's instructions, unless shown otherwise on the Drawings. Securely anchor units in place to the substrate by bolting, screwing or welding.
- B. Where mounting flanges are set directly in the roofing, embed the flanges in roofing cement or other waterproof mastic or adhesive as recommended by the manufacturer of the roofing. On sloping surfaces, integrate mounting flanges with roofing elements to properly shed water.

3.02 ADJUSTING

- A. Adjust movable parts for smooth operation.
- B. Test-operate unit with operable components. Clean and lubricate joints and hardware. Adjust as required.

3.03 CLEANING

- A. Clean exposed surfaces per manufacturer's written instructions. Touch up damaged metal coatings.

END OF SECTION

LOCATION AND PHOTOS

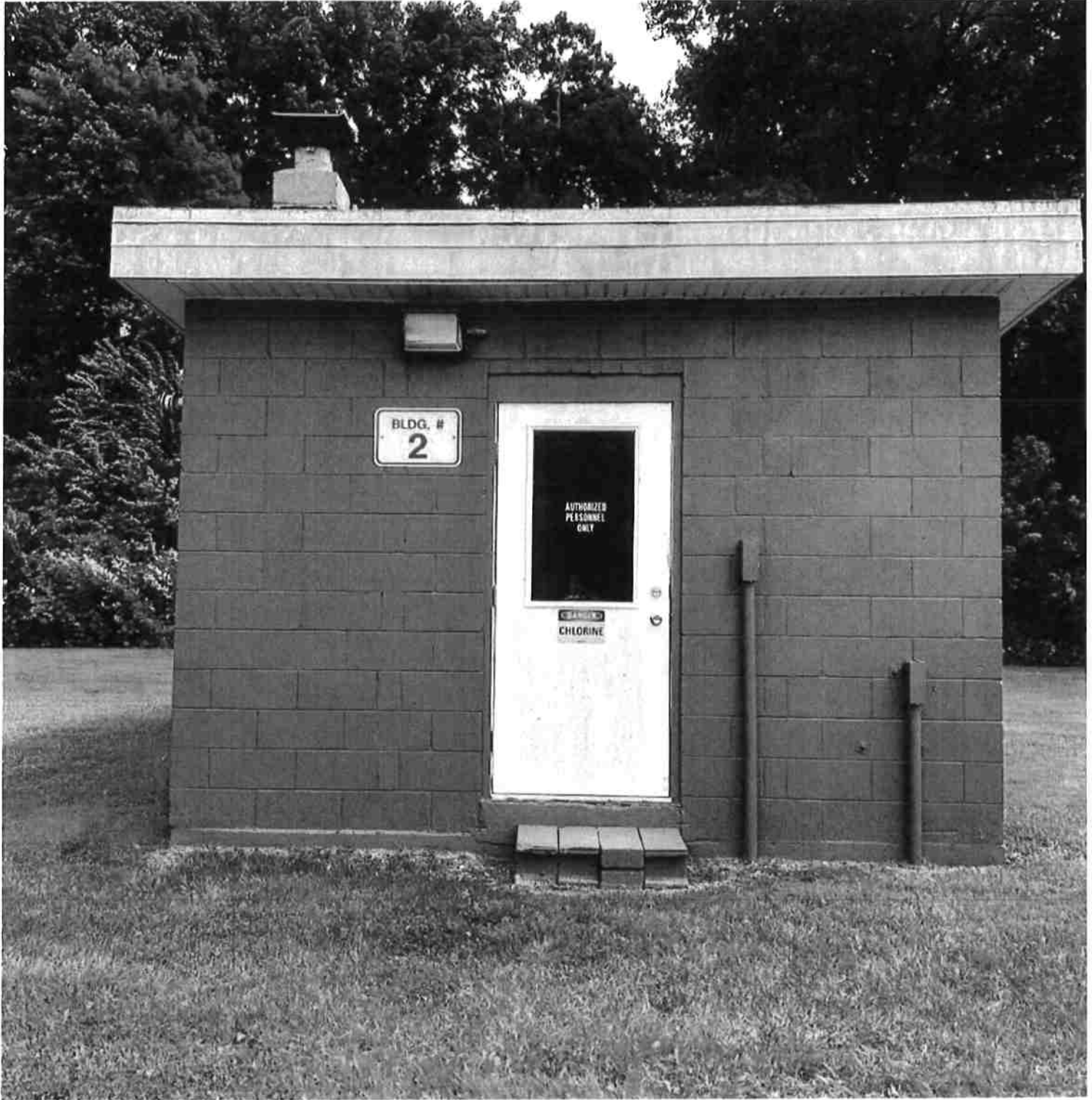


Pump House 2
Rotterdam Junction

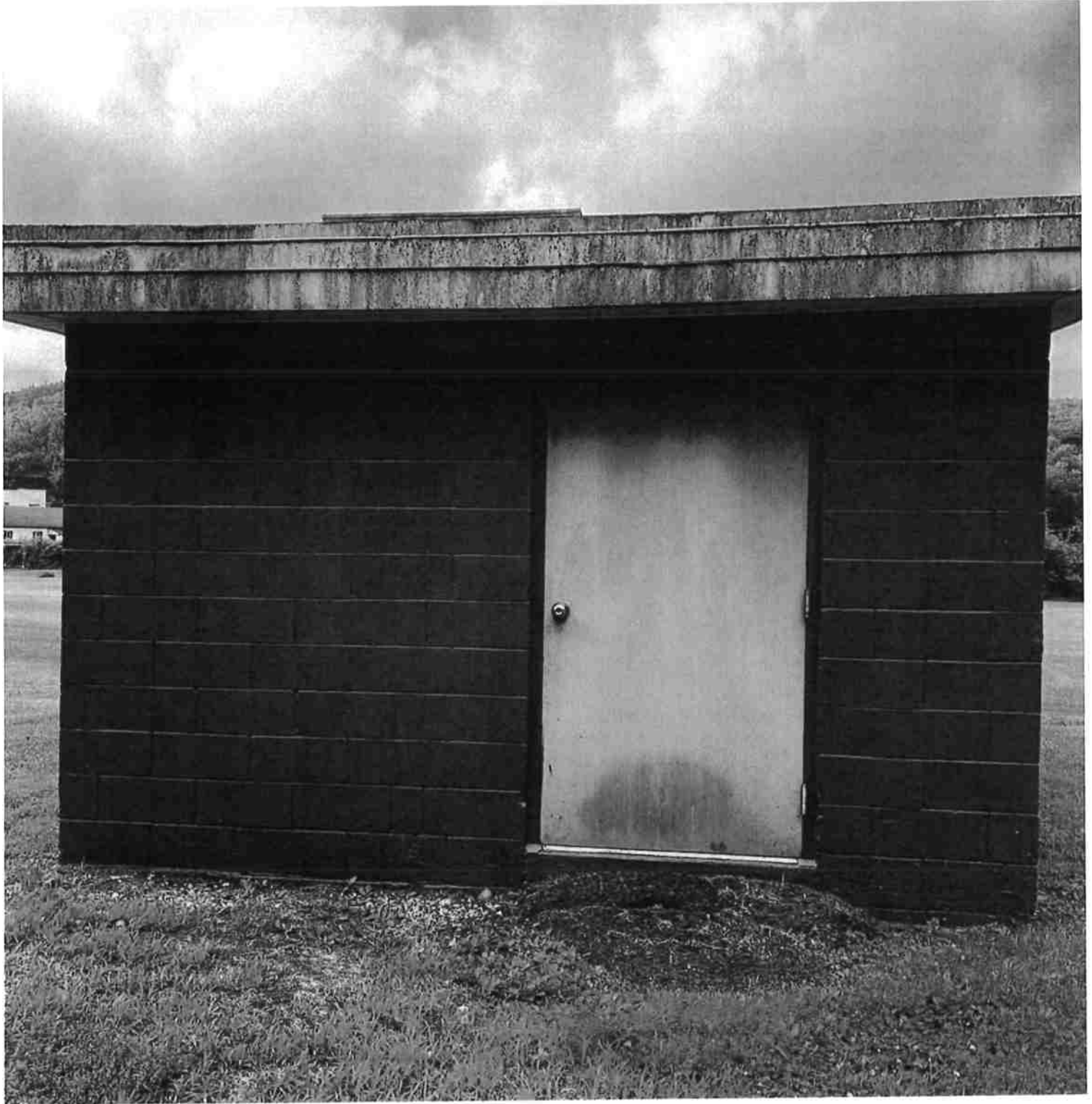
- Legend - Pump House 2**
- Feature 1
 - Knotty Pine House Restaurant
 - Rotterdam Junction VFD #1
 - Sparkle mobile auto detailing
 - United States Postal Service

Google Earth

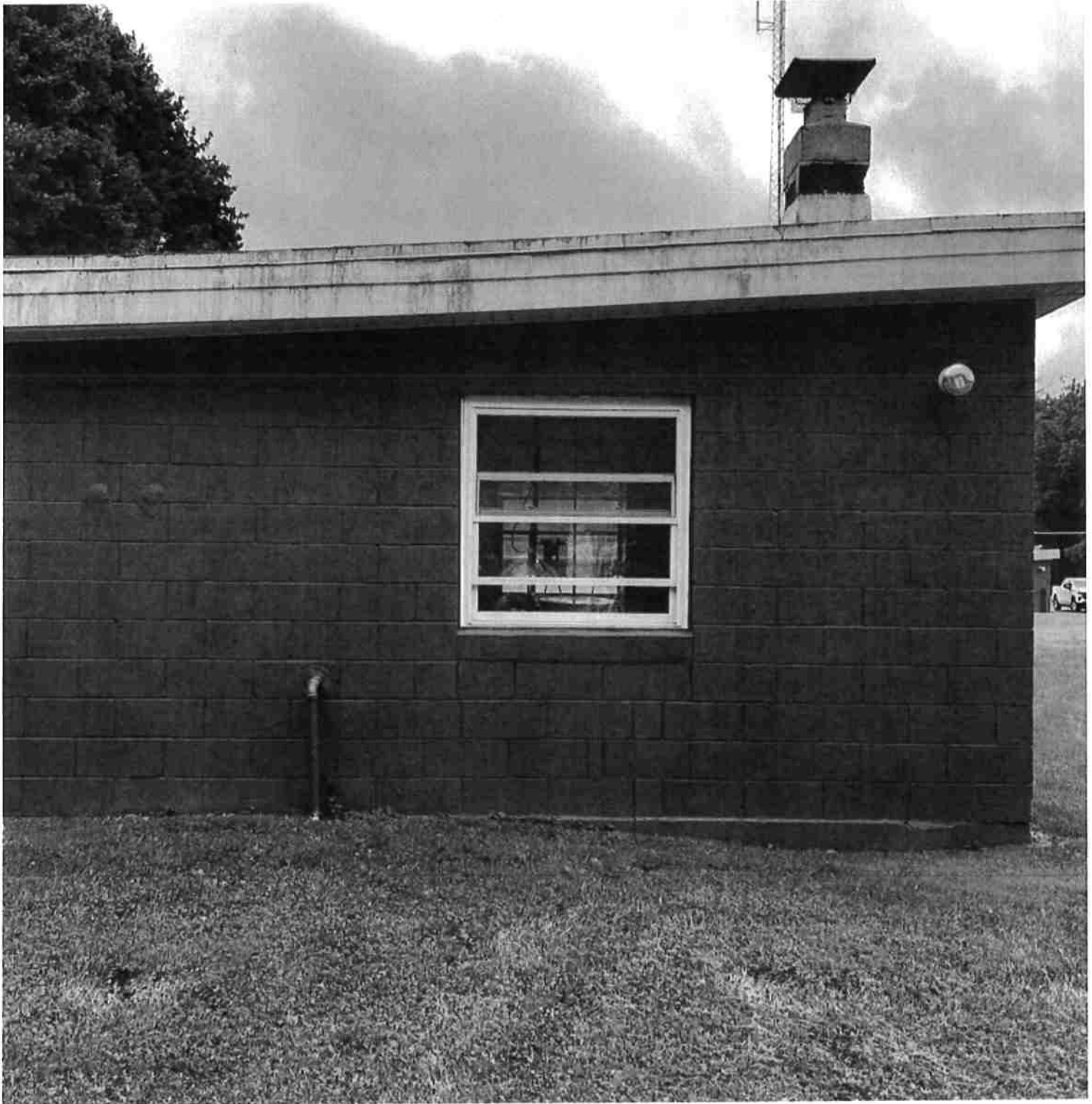
Image Landsat / Copernicus



Front Side



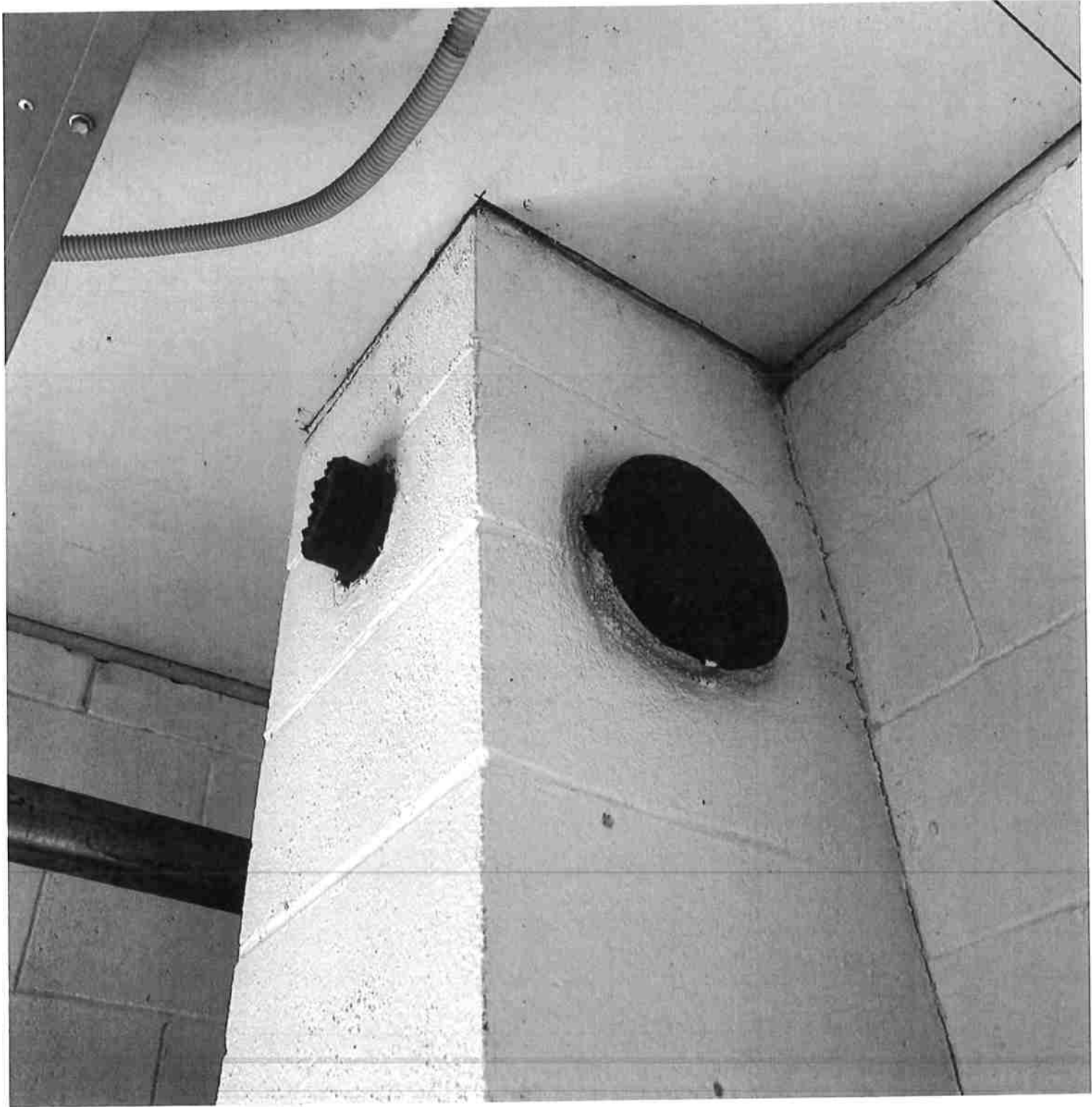
Backside



Left Side



Right Side



Inside of Building

RESOLUTION NO. 215.26

ADOPTION OF THE 2026 ADJUSTED BASE PROPORTIONS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The attached certificates of base percentages, current percentages, and base proportion certificate of adjusted base proportions for the levy of taxes on the 2026 Assessment Roll, are hereby approved by the Town Board of the Town of Rotterdam, in accordance with Article 19 of the Real Property Tax Law of the State of New York.

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 5, 2026

TO: Town Board

FROM: Debra Butler, Assessor

TITLE OF LEGISLATIVE REQUEST: Adoption of the 2026 Adjusted Base Proportions

TO BE PLACED ON TOWN BOARD AGENDA OF: August 5, 2026

TO BE PLACED ON TOWN BOARD MEETING OF: August 12, 2026

Background Information: Each year, in which a municipality has adopted the homestead tax option, the town must make annual adjustments based on property value that is added to or removed from the assessment roll. The calculation of the two (2) tax rate percentages are then utilized to determine the residential tax rate and the commercial tax rate.

Evaluation/Analysis: Based on our analysis, the calculated base proportions are correct and have been reviewed and approved by the NYS Department of Real Property Tax Services.

Recommendation(s): Approval

Attachment/Document(s): Worksheet and The Homestead Tax Option Q&A.

Compliance with Purchasing Policy: n/a

Effect(s) on Existing Law(s): n/a

LEGISLATION WILL BE PREPARED BY: Town Attorney. Adopted worksheet needs to be signed and dated by the Town Clerk. Signed worksheet will then be forwarded to NYS ORPTS by Assessor



Office of Real Property Tax Services

The Homestead Tax Option

Real Property Tax Law, Article 19, § 1903

In a number of places in New York State, assessments of residential property frequently have been at a lower percentage of market (full) value than other types of property, such as commercial and industrial property. When a town or city with this situation decided to conduct a property revaluation to achieve correct and fair assessments, the residential properties, as a class, would bear a much larger share of the tax burden. This discouraged other municipalities with similar situations from conducting their own property revaluations. As a result of the concern for tax-burden shifts to homeowners, a state law was passed in 1981 establishing the Homestead Tax Option.

This local option prevents any large shift of the property tax burden to the residential class of property owners after a revaluation. In a revaluation, changes are made to individual property assessments so that they are correct and uniform – as the law requires. These changes result in increases to some individual residential property owners whose properties were underassessed before the revaluation. However, the homestead tax option prevents any large shift to the residential class of properties.

Q. What is the homestead tax option?

A. It is a local option to establish two separate property tax rates: a lower tax rate for residential property owners (homestead tax), and a higher rate for all other property owners (non-homestead tax).

Q. Is this program mandated by New York State?

A. No. It is a local-option program

Q. Is the homestead tax option available everywhere in the state?

A. No. It is available only to qualifying cities, towns, villages, counties, and school districts. It is not available in New York City, or in Nassau County except for villages and, for certain purposes, the cities.

Q. How does a municipality qualify to use the homestead tax option?

A. A city, town, or village that is an assessing unit first must complete a property revaluation project that meets the state board's regulations. That entitles the assessing unit to be certified by the state board as an *approved assessing unit*. Then the local governing body of the assessing unit can adopt a local law stating its intent to use a homestead tax and a non-homestead tax.

Q. How does the homestead tax option work?

A. The homestead tax is based on the share of property taxes paid by the residential class of property owners in the year before the new assessments from the revaluation project are used.

For example, assume that residential properties paid 40 percent of all town taxes in the Town of Smith in 1989 (the year before the revaluation project). Now, in 1990, as a result of the revaluation, the residential class represents 50 percent of the town's total taxes. As an approved assessing unit that has opted to use the homestead tax option, the Town of Smith can freeze the residential class share of town taxes at the previous 40 percent. Thus, the town will have two tax rates: one for the residential class and another for all other property classes, such as commercial property and industrial property. The difference is that the tax rate for the residential class will be lower than the tax rate for all other property classes. For example, the town tax rate for the residential class might be \$25 for each \$1,000 of assessed valuation, while the tax rate for the nonresidential class might be \$30 for each \$1,000 of assessed valuation.

Publication 1023 (8/21)

Q. Once the percentage shares are determined (in our example, 40 percent for residential property and 60 percent for non-residential property), do they remain that way forever?

A. No. They can change based on the following adjustments:

- Using the example for the Town of Smith, the town would have the option of adjusting the residential share at various points between 40 and 50 percent.
- The municipality must make annual adjustments based on property that is added to the assessment roll and property that is removed.
- The municipality must make annual adjustments for different rates of appreciation in the two classes of property based on the changes in the current market value of the classes, subject to a 5 percent cap.

Q. What type of property qualifies as residential class property under the homestead tax option?

A. One-, two-, and three-family residential units; farm homes; mobile homes that are owner-occupied and separately assessed, and condominiums that were built as condominiums and not converted from some other form, such as rental apartments, qualify as residential property.

Also qualifying for the residential class are vacant land parcels not larger than 10 acres that are located in zones that restrict residential use to one-, two-, or three-family residential dwellings.

Q. I understand how the homestead tax option could work in my town, but how would it work in my school district?

A. School districts that are wholly contained within the boundaries of a city or town that has the homestead tax must use the homestead tax unless they opt out of the program by passing a resolution.

There is a special requirement for school districts located in more than one city or town that want to use homestead and non homestead school tax rates. That requirement is that one-fifth or more of the properties in the school district must be located in cities or towns that use the homestead tax option.

In addition, for school districts that are in more than one city or town, the determination of class shares will be based on current market value, with adjustments at the discretion of the school district within limitations set by law.

Q. How many localities use the homestead tax option?

A. At the time this pamphlet was revised, 12 cities, 17 towns, 18 villages, and 37 school districts were using the homestead option. For more information, visit *Municipal Profiles* on our website.

Q. In addition to adopting the homestead tax option, can approved assessing units also phase-in the results of the revaluation?

A. Yes. By passing a local law, approved assessing units can phase in the new revaluation assessments over a five-year period.

This option sounds simple. In reality, however, most assessment officials believe it would be extremely difficult to administer. Maybe that is why no municipality to date has decided to use the transition-assessment option.

Q. Can a municipality that has adopted the homestead tax option revoke it later?

A. Yes, simply by adopting a local law, without referendum, to rescind it before the next levy of taxes.

NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES
W.A. HERRIMAN CAMPUS, ALBANY, NY 12227

08/07/26

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND
CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE
LEVY OF TAXES ON THE 2026 ASSESSMENT ROLL

CERTIFICATION

Approved Assessing Unit 422801
Name of Portion Schalmont SD

DETERMINATION OF BASE PERCENTAGES

Section I	(A) 2007 Taxable Assessed Value	(B) 2007 Class Equalization Rate	(C) Estimated Market Value A/(B/100)	(D) 2008 Adjustment Factor Used	(E) Adjusted Market Value (C*D)	(F) Base Percentages (E/sum of E)
Class						
Homestead	669,119,900	100.00	669,119,900	1.0091	675,208,891	61.39661
Nonhomestead	451,446,728	100.00	451,446,728	0.9404	424,540,503	38.60339
Total	1,120,566,628		1,120,566,628		1,099,749,394	100.00000

DETERMINATION OF CURRENT PERCENTAGES

Section II	(G) 2025 Taxable Assessed Value	(H) 2025 Class Equalization Rate	(I) Estimated Market Value G/(H/100)	(J) Current Percentages (I/sum of I)
Class				
Homestead	734,052,854	65.00	1,129,312,083	69.89239
Nonhomestead	316,208,669	65.00	486,474,875	30.10761
Total	1,050,261,523		1,615,786,958	100.00000

I, the clerk of the legislative body of the approved
assessing unit identified above, hereby certify
that the legislative body determined on
base percentages, current percentages, and
current base proportions as set forth herein for the
assessment roll and portion as identified above.

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III	(K) Local Base Proportion for the 2008 Assessment Roll	(L) Updated Local Base Proportion	(M) Prospective Current Base Proportion Column (L) Prorated to 100.00	(N) Adjusted Base Proportion used for Prior Tax Levy	(O) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion ((M/N)-1*100)	(P) Maximum Current Base Proportion (N*1.05)	(Q) Current Base Proportions for 2026 Roll
Class		K*(J/F)	(L/sum of L)				
Homestead	50.76210	57.78632	60.07642	57.94001	3.69		60.07642
Nonhomestead	49.23790	38.40170	39.92358	42.05999	-5.08		39.92358
Total	100.00000	96.18802	100.00000	100.00000			100.00000

signature

title

date

NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES
W.A. HERRIMAN CAMPUS, ALBANY, NY 12227

CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL
FOR THE 2025 ASSESSMENT ROLL

CERTIFICATION

Approved Assessing Unit:
Name of Portion: Town of Rotterdam 422800
Reference Roll: 2024
Levy Roll: 2025

DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANTITY CHANGES,
EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR

Section I	(A) Total Assessed Value on the Reference Roll 2024	(B) Total Assessed Value of Physical and Quantity Increases between the Reference Roll and Levy Roll	(C) Total Assessed Value of Physical and Quantity Decreases between the Reference Roll and Levy Roll	(D) Net Assessed Value of Physical and Quantity Changes	(E) Surviving Total Assessed Value on the Reference Roll	(A-C)
Class						
Homestead	2,023,576.825	20,623,706	45,300	20,578,406	2,023,531,525	
Nonhomestead	541,477.364	2,599,100	25,705,800	-23,007,700	515,770,564	

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages; current percentages; and current base proportions as set forth herein for the assessment roll and portion as identified above.

signature
title
date

COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR

Section II	(J) Taxable Assessed Value on the Levy Roll (Excluding Roll Sec 5)	(K) Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (J/I)	(L) Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt	(M) Total Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (K+L)	(N) Taxable Assessed Value on the Reference Roll	(O) Class Adjustment Factor
Class						(MIN)
Homestead	1,969,002,584	1,968,098,386	0	1,968,098,386	1,940,900,667	1.01401
Nonhomestead	517,009,102	514,168,966	73,766,268	587,935,234	555,679,475	1.05805

COMPUTATION OF ADJUSTED BASE PROPORTIONS

Section III	(P) Current Base Proportions	(Q) Current Base Proportions adjusted for Physical and Quantity Changes (P-Q)	(R) Adjusted Base Proportions	(Q/sum of Q)
Class				
Homestead	67.77336	66.72306	66.83798	66.83798
Nonhomestead	32.22664	34.09731	33.16202	33.16202
Total	100.00000	102.82038	100.00000	100.00000

NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES
W.A. HERRIMAN CAMPUS, ALBANY, NY 12227

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND
CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE
LEVY OF TAXES ON THE 2026 ASSESSMENT ROLL

CERTIFICATION

Approved Assessing Unit 422800
Name of Portion Town of Rotterdam

DETERMINATION OF BASE PERCENTAGES

Section I	(A) 2007 Taxable Assessed Value	(B) 1989 Class Equalization Rate	(C) Estimated Market Value A/(B/100)	(D) 2008 Factor Used	(E) Adjusted Market Value (C*D)	(F) Base Percentages (E/sum of E)
Class						
Homestead	1,726,941,384	100.00	1,726,941,384	1.0074	1,739,720,750	73.4096
Nonhomestead	656,144,708	100.00	656,144,708	0.9604	630,161,378	26.5904
Total	2,383,086,092		2,383,086,092		2,369,882,128	100.0000

DETERMINATION OF CURRENT PERCENTAGES

Section II	(G) 2025 Taxable Assessed Value	(H) 2025 Class Equalization Rate	(I) Estimated Market Value G/(H/100)	(J) Current Percentages (I/sum of I)
Class				
Homestead	1,940,900,667	65.00	2,986,001,026	77.74237
Nonhomestead	555,679,475	65.00	854,891,500	22.25763
Total	2,496,580,142		3,840,892,526	100.00000

I, the clerk of the legislative body of the approved
assessing unit identified above, hereby certify
that the legislative body determined on _____
base percentages, current percentages, and
current base proportions as set forth herein for the
assessment roll and portion as identified above.

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III	(K) Local Base Proportion for the 2008 Assessment Roll	(L) Updated Local Base Proportion	(M) Prospective Current Base Proportion Column (J) Prorated to 100.00	(N) Adjusted Base Proportion used for Prior Tax Levy	(O) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion ((M/N)-1*100)	(P) Maximum Current Base Proportion	(Q) Current Base Proportions for 2025 Roll
Class		K*(J/F)	(L/sum of L)			(N*1.05)	
Homestead	62.4376	66.1228	67.7734	66.97778	1.19		67.7734
Nonhomestead	37.5624	31.4418	32.2266	33.02222	-2.41		32.2266
Total	100.0000	97.5646	100.0000	100.0000			100.0000

signature

title

date

RESOLUTION NO. 216.26

TO ACCEPT AND AWARD BID FOR RECLAMATION OF TOWN ROADS

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Friday, July 24th, 2026, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<https://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

RECLAMATION OF TOWN ROADS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and awards the bid for reclamation of Town roads for the Town of Rotterdam to All States Construction, Inc., dba Gorman Construction, 1473 Erie Blvd Suite 301, Schenectady, NY 12305, at the mutual consent of both the Town and All States Construction, Inc., dba Gorman Construction.

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

SECTION 3. This resolution shall become effective August 12th, 2026.

DATED: August 12th, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 6th, 2026

TO: Town Board

FROM: Robert Denny, Highway Superintendent

TITLE OF REQUEST: To Accept and Award Bid for reclamation of Town roads.

TOWN BOARD MEETING: August 12th, 2026

Background Information: The Town Board called for Bids for reclamation of Town roads on July 24th, 2026.

Evaluation/Analysis: Proper Bidding Process

Recommendation(s): To award bid for **reclamation of Town roads** to All States Construction, Inc., dba Gorman Construction, 1473 Erie Blvd Suite 301, Schenectady, NY 12305, as they provided the lowest responsible bid.

Attachment/Document(s): Bid Results

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

TOWN OF ROTTERDAM

REQUEST FOR BIDS

Reclamation of Roads
Town of Rotterdam Highway Department

Issued by:
Office of the Town Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Rotterdam, New York 12306

Bid Submission Deadline: __FRIDAY JULY 24__ 10:00 A.M., Eastern Standard Time

Bids must be submitted electronically or in person at:

<http://www.bidnetdirect.com/townofrotterdam>

NOTICE TO BIDDERS

Sealed bids for Bid Packet 1 – Reclaiming Roads for the Town of Rotterdam Highway Department will be received by the Town at the place, date, and time stated in the official advertisement for bids and in the Town's electronic bidding platform posting. Bids received after the stated deadline will not be considered. Bids will be publicly opened and read aloud promptly after the deadline at the place, date, and time stated in the official advertisement for bids.

Bids shall be submitted on the forms furnished by the Town. The Town reserves the right to reject any or all bids, waive immaterial defects and informalities, and award the contract to the lowest responsible bidder, or on the basis of best value if the solicitation is expressly made on that basis in accordance with applicable law.

Each bidder shall be deemed to have examined the bid documents and to have become familiar with the scope of work and all conditions affecting performance. Failure to examine the bid documents shall not relieve any bidder from responsibility for performance in accordance with the contract documents.

Each bidder shall submit with its bid: proof of Workers' Compensation coverage; Disability Benefits coverage if required by law; proof of commercial general liability, automobile liability, and umbrella/excess liability insurance; and proof of contractor registration with the New York State Department of Labor as required for Article 8 public work bidding and performance.

Contractors and subcontractors submitting bids or performing construction work on public work projects covered by Article 8 are required to register with NYSDOL under Labor Law §220-i. The successful bidder shall execute the contract and provide all required insurance certificates and endorsements within the time specified in the Notice of Award.

Pursuant to General Municipal Law §103-d, each bid must include a signed Non-Collusive Bidding Certification in the statutory form set forth in this bid packet. A bid shall not be considered for award where the statutory certification requirements have not been complied with.

INSTRUCTIONS TO BIDDERS

1. Bids must be submitted by the deadline stated in the official advertisement for bids and any electronic bid posting.
2. Addenda, if any, will be issued through the Town's designated procurement platform or other official Town distribution method. Bidders are responsible for acknowledging receipt of all addenda.
3. Bidders shall furnish all information reasonably requested by the Town to determine bidder responsibility, including experience, references, personnel, equipment, financial capacity, available paving and reclamation equipment, regulatory compliance history, and proof of NYSDOL contractor registration.
4. Bids shall remain firm for forty-five (45) days after bid opening unless a different period is stated in the advertisement for bids.
5. No bidder may withdraw its bid for forty-five (45) days after bid opening except to the extent permitted by law.
6. The Town may reject as non-responsive any bid that is incomplete, conditional, materially unbalanced, not submitted on the required forms, or lacking the Non-Collusive Bidding Certification, proof of NYSDOL contractor registration, or required insurance documentation.
7. Award, if any, will be made to the lowest responsible bidder meeting the requirements of the specifications, unless the solicitation expressly provides for another lawful basis of award.
8. The Town's written contract shall govern authorization for work. No payment shall be due for unauthorized work.
9. Orders for work shall be issued on an as-needed basis and in accordance with the Annual Road Reclamation Detail Sheet attached to and made part of the bid packet.
10. The prevailing wage schedule obtained by the Town from the New York State Department of Labor Bureau of Public Work for this project, identified by the applicable PRC number, shall be included in or attached to the bid documents and shall form part of the contract documents. Contractors and subcontractors shall comply with that schedule and with all updates, reissues, and statutory requirements applicable to the work.

GENERAL REQUIREMENTS

1. The term of the contract shall be for one (1) year from the date of award, unless otherwise stated in the contract. The Contractor's bid unit prices shall constitute a firm and irrevocable offer for up to two (2) additional one-year renewal terms, which the Town may exercise at its sole option by written notice to the Contractor prior to expiration of the then-current term, at the same unit prices and subject to all required approvals and to the availability and appropriation of lawful funds.
2. The Contractor shall comply with all applicable federal, state, and local laws, codes, and regulations, including workplace safety requirements.
3. The work under this contract shall be treated as public work subject to Article 8 of the New York State Labor Law, and the Contractor and every subcontractor shall pay not less than the prevailing rate of wages and supplements, comply with all recordkeeping and notice requirements, and comply with all other applicable statutory and regulatory obligations. The prevailing wage schedule for the project, under the applicable PRC number, shall be attached to and made part of the contract documents.
4. As of December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects covered by Article 8 must be registered with the New York State Department of Labor pursuant to Labor Law §220-i. No contractor or subcontractor may submit a bid, be awarded work, or perform work under this contract unless properly registered when required by law.
5. Starting December 31, 2025, all contractors and subcontractors working on projects covered by Article 8 must electronically provide certified payroll records through the Certified Payroll portal on MPWR as required by NYSDOL. The Contractor shall be responsible for timely and accurate electronic submission of its own certified payroll records and for ensuring that each subcontractor timely and accurately submits certified payroll records as required by law.
6. The Contractor shall furnish and maintain, at its sole cost, all labor, supervision, vehicles, machinery, reclamation equipment, paving equipment, spray paver, rollers, tools, safety equipment, fuel, and all other equipment and incidentals necessary to complete the work.
7. The Town will not separately pay rental, standby, mobilization, demobilization, travel time, fuel surcharges, equipment delivery charges, or similar add-on charges unless expressly authorized in writing by amendment to the contract.
8. The Town may inspect the Contractor's equipment, payroll compliance records, and qualifications prior to award or at any time during performance.
9. The Contractor may not assign or subcontract the contract or any portion of the work without the Town's prior written consent. Any approved subcontractor shall be bound by all applicable contract requirements, including prevailing wage obligations, NYSDOL registration requirements, electronic certified payroll submission requirements, insurance obligations, indemnification obligations, and non-discrimination obligations. The Contractor shall remain fully responsible for the acts, omissions, and compliance of its subcontractors.
10. This contract is subject to the availability and appropriation of lawful funds.

SECTION 1

SCOPE OF WORK

The Town of Rotterdam ("Town") is soliciting bids from qualified bidders for Bid Packet 1 – Reclaiming Roads. The work shall consist of furnishing all labor, materials, supervision, equipment, tools, and incidentals necessary to perform full-depth reclamation, grading, compaction, tack coating, and asphalt paving on Town roadways as directed by the Town Highway Superintendent and as identified on the Annual Road Reclamation Detail Sheet attached to this packet.

The reclamation portion of the work shall consist of an eight-inch (8") full-depth reclamation grind, grade, and compact operation. The reclaimed roadway base shall be processed and stabilized with CSS-1 emulsion and cement in the proportions necessary to achieve a properly mixed, uniform, and compacted reclaimed base suitable for paving. The Contractor shall be responsible for furnishing and incorporating the CSS-1 emulsion and cement as part of the reclamation work.

Following reclamation, the Contractor shall furnish and install a three-inch (3") binder course and a one and one-half inch (1.5") Type 6 top course. The top course must be applied using a spray paver. The Contractor shall apply tack coat to each asphalt course in accordance with New York State Department of Transportation Standard Specification Item 407.0102.

All work shall be performed in reasonably close conformity with the required lines, grades, thicknesses, cross slopes, drainage patterns, and typical sections shown on the plans, listed in the bid schedule, shown on the Annual Road Reclamation Detail Sheet, or established in the field by the Town Highway Superintendent. The Contractor shall be responsible for achieving a finished product acceptable to the Town.

The estimated quantities of work, roadway lengths, widths, tonnages, emulsion quantities, cement quantities, and other materials set forth in the bid schedule and/or Annual Road Reclamation Detail Sheet are provided for bidding purposes only. The Town does not guarantee any minimum or maximum quantity of work.

The Contractor shall furnish at its own expense all equipment, tools, labor, materials, and facilities necessary to complete the work. All equipment used by the Contractor must be maintained in good operating condition and in full compliance with all federal, state, and local laws, rules, and regulations at all times. The Contractor is solely responsible for all fuel, maintenance, and repairs for any equipment it uses.

The Contractor shall furnish all labor necessary to perform all aspects of the work not performed by Town employees. The Contractor is responsible for full compliance with all New York State Prevailing Wage Laws as more fully set forth herein.

SECTION 2

ANNUAL ROAD RECLAMATION DETAIL SHEET

The Town shall include with each yearly issuance of this bid packet an Annual Road Reclamation Detail Sheet. The purpose of the Detail Sheet is to identify the roads anticipated to be reclaimed and

paved during the contract year and to set forth project-specific particulars without requiring revision of the core bid packet.

The Annual Road Reclamation Detail Sheet shall be deemed part of the bid specifications and contract documents. In the event of a conflict between the standard provisions of this bid packet and a project-specific entry on the Detail Sheet approved by the Town, the more specific project entry shall control to the extent of that conflict.

The Detail Sheet may include, for each road or project segment, any or all of the following information as determined by the Town: road name; limits of work; approximate length; average width; estimated square yards; estimated tons of binder course; estimated tons of top course; estimated quantity of CSS-1 emulsion; estimated quantity of cement; whether tack coat is a separate pay item or incidental; special transitions; driveway tie-ins; cul-de-sacs; side streets; key cuts; drainage notes; utility casting adjustments by others or by contractor; schedule constraints; and any other field particulars required by the Highway Superintendent.

The Town may revise the roads listed on the Detail Sheet by addendum prior to bid opening. After award, the Town may add, delete, increase, decrease, or reorder roads or quantities by written direction, field order, or change order as permitted by the contract and applicable law, provided that all compensation shall be based on the contract unit prices unless otherwise expressly authorized in writing.

A sample Annual Road Reclamation Detail Sheet form is included in this packet for use each year.

SECTION 3

MATERIAL AND CONSTRUCTION REQUIREMENTS

The reclamation work shall include pulverizing the existing pavement and base to a full depth of eight inches (8"), blending the pulverized material with CSS-1 emulsion and cement, shaping the reclaimed material to the required profile, grading, compacting, and fine grading the finished reclaimed base in preparation for paving.

Binder course material shall be furnished and installed to a compacted thickness of three inches (3"). Top course material shall be Type 6 top course furnished and installed to a compacted thickness of one and one-half inches (1.5") and shall be placed by spray paver.

Tack coat shall be applied to each asphalt course in accordance with NYSDOT Standard Specification Item 407.0102. The cost of tack coat shall be included in the bid prices unless a separate pay item is expressly provided by the Town on the Annual Road Reclamation Detail Sheet or Bid Schedule.

Where directed by the Highway Superintendent, the Contractor shall perform key cuts, rebates, transitions, and tie-ins at existing pavement, intersections, driveways, cul-de-sacs, side streets, and wings as necessary to provide a smooth and workmanlike transition.

The Contractor shall be responsible for maintaining positive drainage throughout the work and shall provide any truing, leveling, and shaping necessary to produce a proper final surface.

SECTION 4

NOTIFICATION, TRAFFIC CONTROL, AND COORDINATION

The Contractor shall coordinate all work with the Town Highway Superintendent. The Contractor shall provide at least seventy-two (72) hours' notice prior to commencing reclamation or paving on any roadway unless a different notice period is approved by the Town.

The Town of Rotterdam Highway Department shall provide all traffic control, including flagging, signage, and maintenance of traffic measures, unless otherwise specifically stated on the Annual Road Reclamation Detail Sheet. The Contractor shall coordinate scheduling and sequencing with the Highway Superintendent and shall conduct operations in a manner that permits the Town to provide such traffic control safely and efficiently.

The Town will provide resident notification unless otherwise stated on the Annual Road Reclamation Detail Sheet. The Contractor shall sequence the work so as to minimize inconvenience to residents and the traveling public and to maintain access for emergency vehicles at all times.

SECTION 5

SUBMISSION OF BID PROPOSALS

All bid proposals must be submitted electronically or in person prior to 10:00 A.M., Eastern Standard Time, on the date specified by the Town, at <http://www.bidnetdirect.com/townofrotterdam>. The Town Board reserves the right to accept or reject any and all bids or proposals, or any specific part of any item in any bid.

Digital copies of specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of bid documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained in information received from an alternate source. Only those vendors who obtain bid documents from the BidNet system are guaranteed to receive addendum information, if any is issued. Parties who obtain documents from another source are strongly encouraged to register and obtain an official copy.

Corrections and/or modifications to a submitted bid received after the closing time specified above will not be accepted.

SECTION 6

FAMILIARITY WITH THE WORK

All bidders are required to inspect the project locations identified on the Annual Road Reclamation Detail Sheet and familiarize themselves with site conditions prior to submitting a bid. Such

inspection of project locations shall be arranged through the Office of the Town Superintendent of Highways by contacting that office during regular business hours.

Each bidder is deemed to have examined all relevant conditions, including roadway geometry, existing pavement conditions, drainage considerations, traffic conditions, utilities, and access limitations, and to have fully informed itself of the work involved and all difficulties and restrictions attendant upon performance. Failure to do so will not relieve a bidder of its obligation to perform fully. Submission of a bid constitutes conclusive evidence that the bidder has made such examination.

The Town assumes no responsibility with respect to ascertaining facts concerning physical characteristics relating to the work contemplated in this solicitation. The bidder agrees to make no claim for additional payment or extension of time due to any misinterpretation or failure to acquaint itself with all conditions relating to the work.

SECTION 7

QUALIFICATION OF BIDDER

All bidders shall submit, along with their bid: (1) a statement of bidder qualifications; (2) articles of incorporation or equivalent organizational documents; (3) a fully executed Non-Collusive Bidding Certification under GML §103-d in the form provided in this packet; (4) a signed Acknowledgment of the Town's Non-Discrimination and Harassment Policy; and (5) proof of NYSDOL contractor registration pursuant to Labor Law §220-i.

In determining the qualifications of a bidder, the Town may consider the bidder's record of performance on similar contracts, financial stability, available plant and equipment, paving and reclamation experience, safety history, regulatory compliance history, and NYSDOL registration status. The Town expressly reserves the right to reject the proposal of any bidder whose record discloses that such bidder has not properly performed similar contracts, has neglected payment obligations, or has otherwise disregarded its obligations.

The Town may make such investigation as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish all requested information and data for this purpose. The Town reserves the right to reject any proposal where the evidence submitted or the investigation of the bidder fails to satisfy the Town that such bidder is properly qualified or has been truthful in its disclosures.

SECTION 8

CARE AND PROTECTION OF PROPERTY

The successful bidder shall take particular care to avoid damage to all private and public property in connection with the work. The successful bidder shall make good any damages to the satisfaction of the Town. No additional compensation shall be provided to the bidder for the repair or restoration of any property damaged by the bidder.

SECTION 9

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW

The successful bidder shall be responsible for full and continuous compliance with any and all federal, state, and local laws, rules, regulations, standards, and policies applicable to its performance under this contract, including but not limited to those administered or enforced by the New York State Department of Labor and the New York State Department of Transportation where specifications are incorporated by reference. This obligation is ongoing throughout the entire term of the contract.

SECTION 10

AWARD

The successful bid will be accepted and the contract awarded at a Regular or Special Meeting of the Rotterdam Town Board, pursuant to Town Law and General Municipal Law §103. The Town of Rotterdam reserves the right to accept or reject any and all bids, in whole or in part, to best serve its interests, and to hold and consider all bids open for forty-five (45) days after they are opened. The Town reserves the right to reject any and all bids (or any part thereof), to waive technical defects in bids, and to accept any bid it deems to be in the best interests of the Town.

SECTION 11

NOTICE TO PROCEED

Following the acceptance of the successful bid and award of the contract by the Town Board, execution of the agreement contained in the bid documents, and compliance by the successful bidder with all insurance requirements set forth herein, the Town Highway Superintendent shall issue a Notice to Proceed to the successful bidder. The bidder shall be ready to commence work within ten (10) calendar days of the date of the Notice to Proceed unless otherwise directed by the Town. All obligations under the contract shall remain in effect throughout the contract term unless otherwise amended in writing.

SECTION 12

PAYMENT

Payment shall be made based upon the actual quantities of accepted work performed and incorporated into the project, unless the bid schedule expressly provides for lump-sum items. The Contractor shall submit itemized invoices, daily quantity records, and scale tickets by truck for materials used, including weight slips to be provided to the Town at the end of each working day, together with certified payroll submissions and such other backup documentation as the Town may require.

No payment shall be due for work that is not authorized, not performed in accordance with the contract documents, or not accepted by the Town Highway Superintendent. The Town shall not be responsible for payment of quantities in excess of those authorized by the Town.

SECTION 13

INSURANCE

The Contractor shall maintain, at a minimum, the following insurance coverages during the term of the contract, at its sole cost and expense:

- Commercial General Liability: \$1,000,000 per occurrence and \$3,000,000 general aggregate.
- Automobile Liability: \$1,000,000 combined single limit per accident.
- Umbrella or Excess Liability: \$2,000,000 per occurrence/aggregate.
- Workers' Compensation: statutory coverage as required by New York State law.
- Disability Benefits: statutory coverage, where required by law.
- Employers' Liability: limits customarily included with Workers' Compensation coverage.

Coverage shall be written by insurers authorized to do business in the State of New York or otherwise acceptable to the Town. Certificates of insurance and required endorsements shall be provided before award or contract execution, as directed by the Town.

Commercial general liability, automobile liability, and umbrella/excess liability policies shall name the Town of Rotterdam, its officers, employees, and agents as additional insureds on a primary and non-contributory basis for ongoing and completed operations, to the extent applicable.

The Contractor shall cause its insurers to provide at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage to the Town, to the extent available by endorsement and permitted by law.

The Contractor shall provide waiver of subrogation endorsements in favor of the Town for Workers' Compensation, commercial general liability, automobile liability, and umbrella/excess liability coverage, to the extent commercially available and permitted by law.

The Contractor shall ensure that any approved subcontractors maintain insurance meeting the same requirements as set forth herein, unless the Town approves different limits in writing. The Contractor shall cause each subcontractor to provide the Town with certificates of insurance and required endorsements prior to commencing any work.

No work shall commence until the successful bidder has fully complied with this Section.

PERFORMANCE AND PAYMENT BONDS. Prior to execution of the contract and as a condition of award, the successful bidder shall furnish to the Town: (a) a Performance Bond in the full amount of the contract price guaranteeing faithful performance of the work; and (b) a Labor and Material Payment Bond in the full amount of the contract price guaranteeing payment of all amounts due to laborers, subcontractors, and material suppliers in connection with the work. Both bonds shall be issued by a surety authorized to do business in the State of New York and otherwise acceptable to

the Town, on forms approved by the Town, and shall remain in effect for the full term of the contract, including any renewal terms exercised by the Town. No work shall commence, and no Notice to Proceed shall issue, until the required bonds have been delivered to and accepted by the Town.

SECTION 14

HOURS OF WORK

Unless otherwise approved in writing by the Town Highway Superintendent, all work under this bid and contract shall be conducted during hours designated by the Town Highway Superintendent on weekdays. No work shall be performed on weekends or legal holidays without prior written approval.

SECTION 15

DAILY WEIGHT AND QUANTITY RECORDS

The Contractor shall keep and supply a daily record of the quantities of materials incorporated into the work by road name, together with scale tickets by truck for asphalt, aggregate, cement, emulsion, or any other measured materials utilized where applicable. Weight slips and supporting quantity records shall be given to the Town at the end of each working day.

SECTION 16

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Town of Rotterdam, its officers, employees, and agents from and against claims, damages, losses, liabilities, judgments, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of the work, but only to the extent caused by the negligent acts, omissions, breach of contract, or willful misconduct of the Contractor, its subcontractors, or anyone directly or indirectly employed by them or acting on their behalf.

Nothing in this section shall be construed to require indemnification to a greater extent than permitted by law.

SECTION 17

NON-DISCRIMINATION AND HARASSMENT POLICY

In accordance with Article 15 of the New York State Executive Law (Human Rights Law), the New York State Labor Law, all other applicable federal and state statutory and constitutional non-discrimination provisions, and the Town's non-discrimination and harassment policy, all bidders agree that neither they nor any of their subcontractors shall, by reason of age, race, creed, color,

national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, gender identity or expression, domestic violence victim status, or marital status, refuse to hire or employ, bar or discharge from employment, or discriminate against any individual in compensation or in terms, conditions, or privileges of employment. Bidders further agree they shall not engage in sexual harassment or any other form of unlawful harassment in violation of applicable law, rules, regulations, or Town policy.

Equal Employment Opportunity; Minority- and Women-Owned Business Enterprises. To the extent required by Article 15-A of the New York State Executive Law and the regulations promulgated thereunder, and as a condition of award, the Contractor shall comply with all applicable equal employment opportunity (EEO) requirements and shall make good faith efforts to meet any minority-owned business enterprise (MBE) and women-owned business enterprise (WBE) participation goals established for this project. Where Article 15-A applies, the Contractor shall: (a) submit an EEO policy statement and any required staffing or workforce utilization forms; (b) submit MWBE utilization plans and good-faith-effort documentation on the forms provided by the Town; (c) not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and take affirmative action to ensure equal opportunity; and (d) include the substance of these provisions in every subcontract so that they are binding upon each subcontractor. By submitting a bid, the bidder represents that it will comply with these requirements to the extent applicable and will maintain and furnish such records and reports as the Town or the applicable state agency may require to monitor compliance.

SECTION 18

NEW YORK STATE LABOR LAW; PREVAILING WAGE AND SUPPLEMENTS

1. The attention of all bidders is directed to Article 8 of the New York State Labor Law, including provisions regarding Prevailing Wage and Supplements. The failure of the Town to accurately assess the wage status of a particular project or service shall not relieve the bidder of its responsibility to perform in full accordance with applicable law. Bidders are directed to contact the NYS Department of Labor for further information.
2. In the event the NYS Department of Labor amends the Prevailing Wage Rate Schedule applicable to contracts entered into as a result of this bid solicitation, all applicable parties shall be required to pay Prevailing Wages and Supplements in accordance with the most current, applicable Schedule in effect at the time the work is performed.
3. Every contractor and subcontractor shall electronically submit certified payroll records through the MPWR Certified Payroll portal as required by NYSDOL, effective December 31, 2025. In addition, every contractor and subcontractor shall submit to the Town of Rotterdam, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Town is authorized to withhold payments to contractors who are not in compliance with NYS Department of Labor requirements, including but not limited to Articles 8 and 9, and specifically to withhold payments from contractors who have not submitted the initial and periodic Certified Payrolls as required herein.

4. The bidder shall be required to pay prevailing wage and supplements in accordance with NYS Labor Law Article 8.
5. The bidder represents and certifies that neither the bidder nor any of its principals, officers, or proposed subcontractors is currently debarred, ineligible, or otherwise prohibited from bidding on, being awarded, or performing public work under Labor Law §220-b or §220-i, and that none has, within the preceding five (5) years, been the subject of two or more final determinations of a willful violation of Article 8 of the Labor Law rendered within any consecutive six-year period, or otherwise been placed on the NYSDOL list of debarred contractors. The bidder shall promptly notify the Town in writing if its debarment or eligibility status changes at any time prior to award or during performance. Any bid submitted by, or contract awarded to or performed by, a debarred or ineligible contractor or subcontractor in violation of this provision shall be void, and the Town may reject the bid or terminate the contract.

ATTACHMENT CHECKLIST

The following shall be included in or attached to the bid packet before issuance and shall be submitted by the bidder as part of a complete bid:

- Prevailing Wage Schedule issued by the New York State Department of Labor Bureau of Public Work for this project, identified by PRC No. _____.
- Any supplements, updates, or reissuances of the prevailing wage schedule issued before bid opening or during contract performance, as applicable.
- Required insurance specifications and endorsement requirements.
- Non-Collusive Bidding Certification form under General Municipal Law §103-d (included in this packet).
- Acknowledgment of Town Non-Discrimination and Harassment Policy form (included in this packet).
- Proof of NYSDOL Contractor Registration (Labor Law §220-i).
- Statement of bidder qualifications and organizational documents.
- Annual Road Reclamation Detail Sheet for the applicable contract year.

TOWN OF ROTTERDAM HIGHWAY DEPARTMENT ROAD RECLAMATION BID PROPOSAL FORM

This bid proposal is submitted to the Empire State Purchasing Group on BidNet Direct for the Town of Rotterdam at: <http://www.bidnetdirect.com/townofrotterdam>.

The undersigned bidder agrees, if this bid is accepted, to enter into a written agreement with the Town of Rotterdam and to furnish all labor, materials, equipment, reclamation machinery, paving equipment, spray paver, tack coat, CSS-1 emulsion, cement, binder course, Type 6 top course, and all incidentals as specified in the bid and contract documents, and declares that no person or persons, other than those named herein, are interested in this bid; that this bid is made without collusion with any person, firm, or corporation; that the bidder has carefully examined the scope of work and project conditions; that no person acting in any official capacity for the Town is directly or indirectly interested therein or in any portion of the profit thereof; and that the bidder proposes and agrees, if this Bid is accepted, to perform the work in the manner and time prescribed, and according to the requirements of the Town as therein set forth.

The bidder acknowledges receipt of the bid documents, the prevailing wage schedule and PRC number identified by the Town, and all addenda listed below, and certifies that the bid is made without collusion and in compliance with the requirements of the solicitation.

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the Town in the form included in the bid and contract documents, at the contract price and within the contract time indicated, in accordance with the other terms and conditions of the bid and contract documents.
2. The bidder accepts all of the terms and conditions stated in the Town's standard bid forms and documents. This bid shall remain open for acceptance by the Town for forty-five (45) calendar days after the day of bid opening.
3. In submitting this bid, the bidder represents that it has examined copies of all bid and contract documents and acknowledges receipt of the Town's standard bid forms and documents.
4. The bidder acknowledges that it has familiarized itself with the nature and extent of the bid and contract documents, the work, the project locations, and all applicable local conditions, laws, rules, and regulations that may affect the cost, progress, or performance of the work.
5. The bidder agrees that the work shall be performed in accordance with the bid and contract documents.
6. Communications concerning this bid shall be addressed to the bidder at the following address:

(Bidder Contact Address, Street, City, State, ZIP)

ADDENDA ACKNOWLEDGMENT

Addendum No.	Date	Acknowledged By
_____	_____	_____
_____	_____	_____
_____	_____	_____

BIDDER INFORMATION

Bidder (Legal Name): All States Construction, Inc., dba Gorman Construction

Address: 1473 Erie Blvd Suite 301, Schenectady NY 12305

Telephone: 518-462-5401

Email: contractadminny@asmg.com

NYSIDOL Contractor Registration No.: 24-63711-CR

Date: 7/15/2026

INDIVIDUAL:

_____ (Individual's Name)

Doing Business As:

Business Address:

Telephone Number:

Email Address:

PARTNERSHIP:

_____ (Firm Name)

_____ (General Partner)

Doing Business As:

Business Address:

Telephone Number:

Email Address:

CORPORATION:

Massachusetts _____ (State of Incorporation)
Dane Mellon _____ (Name of Person Authorized to Sign)

Attestation: SEE ATTACHED _____ (Secretary)

Business Address: 1473 Erie Blvd, Suite 301, Schenectady NY 12305

Telephone Number: 518-462-5401

Email Address: contractadminny@asmg.com

LIMITED LIABILITY COMPANY:

_____ (Name)
_____ (Address)

Business Address:

Telephone Number:

Email Address:

JOINT VENTURE:

_____ (Name)
_____ (Address)
_____ (Name)
_____ (Address)

(Each joint venture participant must sign in the manner indicated for each individual, partnership, or corporation that is party to the joint venture.)

The bidder agrees to be ready to commence work within ten (10) calendar days from the date of the Notice to Proceed, unless otherwise directed by the Town Highway Superintendent.

7. Payment shall be made based upon actual accepted quantities of work performed, subject to the terms of the contract documents and Town approval.
8. The bidder certifies that it currently holds, and will maintain throughout the term of the contract, all registrations, approvals, and qualifications necessary to lawfully perform the work described in this bid packet.
9. The bid prices shall include all of the bidder's costs, including but not limited to reclamation, grading, compaction, furnishing and incorporating CSS-1 emulsion and cement, furnishing and installing binder course, furnishing and installing Type 6 top course by spray paver, tack coat, labor, overhead, profit, insurance, equipment, mobilization, traffic control obligations assigned to the Contractor, and all else incidental and necessary to complete the work.
10. The bidder shall honor the bid price for one (1) year from the date of bid opening, and the bid unit prices shall remain firm and irrevocable for up to two (2) additional one-year renewal terms that the Town may exercise at its sole option by written notice to the Contractor prior to expiration of the then-current term, at the same unit prices and subject to all required approvals and to the availability and appropriation of lawful funds.
11. By signing and submitting this bid, the bidder certifies and affirms, under penalty of perjury, that the representations and certifications contained in this bid packet are true and complete, including the Non-Collusive Bidding Certification (GML §103-d), the Iran Divestment Act Certification (GML §103-g), the Labor Law §220-b debarment/eligibility representation, and, to the extent applicable, the equal employment opportunity and MBE/WBE participation representations under Executive Law Article 15-A, and that the bidder will comply with each of the foregoing throughout the term of the contract.

BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	8" Full Depth Reclamation Grind, Grade and Compact, Including CSS-1 Emulsion and Cement	1.0	CY / LS*	\$ 444,206.00	\$ 444,206.00
2	Furnish and Install 3" Binder Course	1800.00	Ton	\$ 138.00	\$ 248,400.00
3	Furnish and Install 1.5" Type 6 Top Course by Spray Paver	825.00	Ton	\$ 180.00	\$ 148,500.00
4	Tack Coat applied to each asphalt course in accordance with NYSDOT Standard Specification Item 407.0102	2300.00	CY / LS*	\$ 5.50	\$ 12,650.00

* Use the unit designated by the Town in the final issued schedule.

Total Bid Amount: \$ 853,756.00 (\$.00)

NYS DOT Asphalt Index of July \$797.00 applies

NON-COLLUSIVE BIDDING CERTIFICATION

(General Municipal Law §103-d)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where paragraphs (1), (2), and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor.

Where paragraphs (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency, or official thereof to which the bid is made, or a designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not, without more, constitute a disclosure within the meaning of paragraph (2) above.

Bidder: All States Construction, Inc., dba Gorman Construction

By (Signature):



Printed Name:

Dane Mellon

Title:

Sales Manager

Date:

7/23/26

IRAN DIVESTMENT ACT CERTIFICATION

(General Municipal Law §103-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law §165-a(3)(b). The bidder further certifies that it will not utilize any subcontractor identified on the Prohibited Entities List in the performance of the contract, and agrees to provide the same certification upon any renewal, extension, or assignment of the contract. A bid shall not be considered for award where this certification has not been complied with; provided that a bidder unable to make the certification shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor.

Bidder: All States Construction, Inc., dba Gorman Construction
By (Signature): 
Printed Name: Dane Mellon
Title: Sales Manager
Date: 7/23/26

ACKNOWLEDGMENT OF TOWN

NON-DISCRIMINATION AND HARASSMENT POLICY

The undersigned acknowledges receipt of the Town of Rotterdam Non-Discrimination and Harassment (including Sexual Harassment) in the Workplace Policy and agrees that neither the bidder nor any of its subcontractors shall engage in any conduct that violates said policy or any applicable provision of the New York State Human Rights Law, the New York State Labor Law, or any other applicable federal or state non-discrimination law or regulation.

Bidder: All States Construction, Inc., dba Gorman Construction
By (Signature): 
Printed Name: Dane Mellon
Title: Sales Manager

Date: 7/23/26



All States Construction, Inc.
dba Gorman Construction

1473 Erie Blvd, Suite 301
Schenectady, NY 12305
518-462-5401
www.asmg.com

CORPORATION CERTIFICATE TO ACTION

I, **Heather Whittier**, do hereby certify:

THAT I am the Assistant Secretary of All States Construction, Inc., a Massachusetts Corporation, having its usual place of business in Sunderland, Massachusetts (the "Corporation").

THAT, the Directors of All States Construction, Inc. have adopted the following continuing and durable power of attorney resolution pursuant to Massachusetts General Laws Chapter 156B, Section 59:

VOTED: That **Dane T. Mellon**, or **Alan L. Chicoine**, or **John Cawthern**, or any of them, is authorized and empowered to alone, make, enter into, sign, seal, and deliver on its behalf, all bids, offers, and resulting contracts and agreements on behalf of the Corporation and lawfully obligate it in connection therewith.

I hereby certify that the above is a true and correct copy of the record; that said authority has not been amended or repealed and is in full force and effect as of this date; and that the said **Dane T. Mellon**, **Alan L. Chicoine** and **John Cawthern** remain as authorized agents of the Corporation for all such purposes, without exception.

Seal

7/21/26

Date

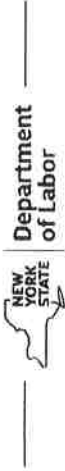
ATTEST:

Heather Whittier

Assistant Secretary – Heather Whittier

===== Affirmative Action/Equal Opportunity Employer =====

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

All States Construction, Inc.

DBA: Gorman Construction

1473 Erie Blvd

Schenectady, New York 12305

Phone Number: 5184625401

Registration Number: 24-6371I-CR

Date of Issue: 2024-12-09

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon

Commissioner

New York State Department of
Labor





Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) ALL STATES CONSTRUCTION INC 1473 Erie Blvd., Suite 301 Schenectady, NY 12305 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i> Gorman Construction	1b. Business Telephone Number of Insured 413 397 8464 1c. Federal Employer Identification Number of Insured or Social Security Number 42216868
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Rotterdam 1100 Sunrise Blvd. Schenectady, NY 12305	3a. Name of Insurance Carrier First Unum Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 599294 3c. Policy effective period 07/20/2026 to 07/20/2027

4. Policy provides the following benefits:
☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:
☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named Insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 07/20/2026 By Madelyn Patton
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number 1-800-ASK-UNUM Name and Title Madelyn Patton DBL Specialist

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (10-17)



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hilb Group New England, LLC 30 Braintree Hill Office Park Suite 203 Braintree MA 02184	CONTACT NAME: Ben Sawyer PHONE (A/C, No, Ext): (781) 866-3705 FAX (A/C, No): (888) 505-9300 E-MAIL ADDRESS: Bsawyer@hilbgroup.com
INSURED All States Construction, Inc dba Gorman Construction 1473 Erie Blvd, Suite 301 Schenectady NY 12305	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL262345358 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			EX-0T095415-26-NF	02/01/2026	02/01/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by written contract or agreement certificate holder is additional insureds on all liability policies. With exception of workers compensation coverage, a waiver of subrogation included with respect to applicable coverages. Coverage is primary and non-contributing with respects to any insurance carried by certificate holder. A 30 Day Notice of cancellation with exception of a 10 day notice for non-payment

CERTIFICATE HOLDER

Town of Rotterdam 1100 Sunrise Blvd. Rotterdam NY 12305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ben Sawyer</i>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 7/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James P. Reagan Agency 8 E Main Street P O Box 191 Marcellus NY 13108		CONTACT NAME: PHONE (A/C No. Ext): 315-673-2094 FAX (A/C No): 315-673-1121 E-MAIL ADDRESS: certificaes@reagancompanies.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Old Republic (Captive)	24147
		INSURER B: Old Republic Insurance Company	24147
		INSURER C: Hanover Insurance Companies	22292
		INSURER D: Everest Indemnity Insurance Co	10851
		INSURER E: Transverse Specialty Ins Co	
		INSURER F: Homesite Insurance Company	

COVERAGES **CERTIFICATE NUMBER: 228299495** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	MWZY31142826	2/1/2026	2/1/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	MWFB31142926	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damage \$160,000
F E	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	CXS06553800 EMR0000106300	2/1/2026 2/1/2026	2/1/2027 2/1/2027	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	MWC31142726 USL&H	2/1/2026 2/1/2026	2/1/2027 2/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C C D	Leased/Rented Equipment Installation Coverage Pollution Liability			RHS875076320 RHS875076320 GN4SP00001261	2/1/2025 2/1/2025 2/1/2026	8/1/2026 8/1/2026 8/1/2029	\$850,000 Limit \$1,000,000 Limit \$10,000,000 Limit \$10,000 Ded. \$10,000 Ded. \$10,000,000 Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Auto Hired Physical Damage \$250 Comp / \$500 Collision Deductibles

Pollution Deductible: \$50,000 Ded.

Excess Auto Liability - Policy #CRA0001252 - 2/1/2026 to 2/1/2027 - \$3,000,000 occurrence / \$3,000,000 aggregate (Harleysville Ins Co of NY - NAIC #10674)

See Attached...

CERTIFICATE HOLDER

Town of Rotterdam
 1100 Sunrise Blvd.
 Rotterdam NY 12306

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

ACORD 25 (2025/12)

© 1988-2025 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: ALLSTAT-02

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY James P. Reagan Agency		NAMED INSURED All States Construction, Inc.dba Gorman Construction 1473 Erie Blvd., Suite 301 Schenectady, NY 12305
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability: Additional Insured is on a primary and non-contributory basis, including on-going and products completed operations coverage as required by written contract.

Automobile: Additional Insured is on a primary and non-contributory basis as required by written contract.

Excess Liability: Additional Insured applies on a Primary and Non-Contributory basis as required by written contract.

Waiver of subrogation is included on the General Liability, Auto, Excess and Workers Compensation policies as required by written contract.

*C105.2 Attached



Workers'
Compensation
Board

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) All States Construction, Inc. dba Gorman Construction 1473 Erie Blvd., Suite 301 Schenectady, NY 12305 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 413-665-7021 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 042216868
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Rotterdam 1100 Sunrise Blvd. Rotterdam NY 12306	3a. Name of Insurance Carrier Old Republic Insurance Company 3b. Policy Number of Entity Listed in Box "1a" MWC31142726 3c. Policy effective period 02/01/2026 to 02/01/2027 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of Insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: J. Michael Reagan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: J. Michael Reagan 7/20/2026
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-673-2094

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when required by written contract or agreement	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured is amended to include as an additional insured any "vendor", but only with respect to liability for "bodily injury" or "property damage" arising out of "your product" which is distributed or sold in the regular course of the "vendor's" business.

However, the insurance afforded to such "vendor":

1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the contract or agreement to provide for such "vendor".
- B. With respect to the insurance afforded to any "vendor", the following additional exclusions apply:
1. The insurance afforded the "vendor" does not apply to:
 - a. "Bodily injury" or "property damage" for which the "vendor" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the "vendor" would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the "vendor";
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the "vendor's" premises in connection with the sale of the product;

- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the "vendor"; or

- h. "Bodily injury" or "property damage" arising out of the sole negligence of the "vendor" for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or

- (2) Such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- C. With respect to the insurance afforded to these "vendors", the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the "vendor" is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. The following definition is added to the **Definitions** section:

"Vendor" means any person or organization who distributes or sells "your product" in the regular course of its business when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

POLICY NUMBER: MWZY31142826

COMMERCIAL GENERAL LIABILITY
CG 24 17 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Scheduled Railroad:**

Any Railroad

Designated Job Site:

All projects of the Named Insured where required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: All States Construction, Inc.dba Gorman Construction

Endorsement Effective Date: 02/01/2026

SCHEDULE

Name Of Person(s) Or Organization(s):

All persons or organizations as required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**The Transfer Of Rights Of Recovery Against Others
To Us** Condition does not apply to any person(s) or
organization(s) for whom you are required to waive
subrogation with respect to the coverage provided
under this Coverage Form, but only to the extent that
subrogation is waived:

- A.** Under a written contract or agreement with such
person(s) or organization(s); and
- B.** Prior to the "accident" or the "loss."

POLICY NUMBER: MWC31142726

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

REQUESTED PER CONTRACT SPECIFICATIONS TO THE EXTENT
ALLOWABLE BY LAW

THIS FORM IS NOT APPLICABLE IN: NH, NJ, TX

DATE OF ISSUE: 02/01/2026

POLICY NUMBER: MWC31142726

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers Compensation Law** is replaced by the following:

C. **Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SCHEDULE

STATE	LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE PERCENTAGE
CT	50%
DE	113.3%
FL	58%
MA	16%
ME	30%
NH	46%
NJ	50%
NY	76.6%
PA	73.3%
RI	82%
TX	108%
VT	30%
WI	56%

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

DATE OF ISSUE: 02/01/2026

Copyright 1983, 1991 National Council on Compensation Insurance.

Page 1 of 1

OLD REPUBLIC INSURANCE COMPANY

INSURED COPY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE AND WAIVER OF SUBROGATION CONDITIONS (APPLICABLE TO COVERAGES F AND H)

Solely with respect to **Coverage F – Transportation Pollution Liability** and **Coverage H – Contracting Operations**, it is hereby agreed that the Policy is amended as follows:

- A. The **Other Insurance** condition under **SECTION IV – CONDITIONS** is amended by the addition of the following:

If insurance similar to this insurance is held by a person or organization that is:

- a. An owner of real or personal property on which you are performing work or operations; or
- b. A contractor on whose behalf you are performing work or operations,

this insurance is primary to that other insurance, and that other insurance shall not contribute to amounts payable under this insurance, for liability arising out of your ongoing operations performed for that person or organization under a written contract. However, this does not apply to any person or organization from whom **you** did not receive a specific written request that this insurance be primary insurance, or if you did not receive that request prior to the date that **your** operations for that person or organization commenced.

- B. The **Subrogation** condition under **SECTION IV – CONDITIONS** is deleted in its entirety and replaced the following:

We agree to waive our rights of recovery against any of your clients, but only if and to the extent you had a written contract in place with that client agreeing to waive such rights prior to the commencement of the **pollution condition** giving rise to a **loss** hereunder.

- C. The definition of **insured** under **SECTION VI – DEFINITIONS** is deleted in its entirety and replaced with the following:

Insured means the **named insured**, and any additional **insured** specifically endorsed onto this Policy, and referred to as you or your throughout this policy, and;

- a. Any past or present director, officer, partner, employee, temporary or leased worker of the **named insured** while acting within the scope of his or her duties as such;
- b. With respect to a limited liability company or a trust, **insured** also means any member or trustee while acting within the scope of his or her duties as such.
- c. Any person or organization, including your clients for whom you perform **your work**, whom **you** agree to include as an **insured** in an **insured contract**, is an **insured**, but only with respect to a **pollution condition** caused in whole or in part by **your work**, and only:
 - (1) If the contract or agreement is executed and effective prior to the date of any **pollution condition** to which this Policy applies first began; and
 - (2) For the lesser of:
 - (a) The minimum limits required by the contract or agreement; or
 - (b) The applicable limits of liability in this Policy.

All other terms, conditions and exclusions shall remain the same.

RESOLUTION NO. 217.26

**TO AUTHORIZE THE SUPERVISOR TO APPROVE AND EXECUTE A
MEMORANDUM OF AGREEMENT WITH THE ROTTERDAM POLICE
BENEVOLENT ASSOCIATION**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute and sign a memorandum of agreement between the Town of Rotterdam and the Rotterdam Police Benevolent Association effective January 2026 to January 2030

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 7, 2026

TO: Town Board

FROM: John Polimeni, Supervisor

TITLE OF REQUEST: To Authorize The Supervisor To Approve And Execute A Memorandum Of Agreement With The Rotterdam Police Benevolent Association

TOWN BOARD MEETING: August 12, 2026

Background Information: The Town has been negotiating with the Police Department and the Union to bring their contract current.

Evaluation/Analysis: The contract has been approved by the Rotterdam Patrolmen's Benevolent Association, Inc

Recommendation(s): Execute Police Contract from January 2026 through January 2030

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE TOWN OF ROTTERDAM
AND
THE ROTTERDAM PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.**

The Town of Rotterdam ("Town") and the Rotterdam Patrolmen's Benevolent Association, Inc. ("PBA") are parties to an Agreement with a stated term of January 1, 2024 through December 31, 2024 and a Memorandum of Agreement dated September 26, 2025 with stated term of January 1, 2025 through December 31, 2025 (Collectively referred to as "Collective Bargaining Agreement"). Subject to ratification by the PBA and approval by the Town Board, the parties hereby agree to modify the Collective Bargaining Agreement as follows:

1. The term of this Agreement shall be January 1, 2026, through December 31, 2030.
2. Effective January 1, 2026, the 2025 salary schedule set forth in ARTICLE XV, SALARY SCHEDULE, LONGEVITY PAY AND DIFFERENTIAL Section 1, shall be modified to reflect salary increases as follows:

- | | |
|-------------------------------|----|
| a. Effective January 1, 2026: | 3% |
| b. Effective January 1, 2027: | 3% |
| c. Effective January 1, 2028: | 3% |
| d. Effective January 1, 2029: | 3% |
| e. Effective January 1, 2030: | 3% |

The salary increases shall be fully retroactive to January 1, 2026, for all calculation purposes. All retroactive payments shall be made by the Town within forty-five (45) days of ratification by the PBA and approval by the Town Board.

3. ARTICLE XV – SALARY SCHEDULE, LONGEVITY PAY AND DIFFERENTIAL

Effective January 1, 2026, Article XV, Section 2(A), Longevity pay shall be modified by adding the following:

In addition to the longevity payments set forth above, EMPLOYEES with the years of service set forth below shall be entitled to additional longevity payments as follows:

EMPLOYEES with 22 years of service	\$300 per year of service
EMPLOYEES with 24 years of service	\$330 per year of service
EMPLOYEES with 26 years of service	\$365 per year of service
EMPLOYEES with 28 years of service	\$400 per year of service

For calendar year 2026 only, an EMPLOYEE shall be entitled to the 22 year of service additional longevity payment for any period of time in 2026 that they serve in their 23rd year of service and the 24 year of service additional longevity payment for any period of time in 2026 that they serve in their 25th year of service.

All increases shall be fully retroactive to January 1, 2026, for all calculation purposes. All retroactive payments shall be made by the Town within forty-five (45) days of ratification by the PBA and approval by the Town Board.

4. ARTICLE XI – HOLIDAY LEAVE

Effective January 1, 2026, Article XI – Holiday Leave, Section 1 shall be amended by adding Juneteenth as a holiday.

5. Effective January 1, 2026, ARTICLE XVII, UNIFORM, EQUIPMENT, CLOTHING,

Section 4 shall be deleted and replaced with the following:

The TOWN shall provide all EMPLOYEES with body armor vests (capable of stopped the DEPARTMENT issued weapon) and the TOWN will replace body armor vests consistent with the United States Department of Justice standards. This will not preclude the Town or its Police Department from applying for and accepting grant monies earmarked for purchase of body armor. Clothing allowance shall remain as detailed in Article XVII.

6. The parties agree to establish a labor/management committee to meet and prepare an updated Article XVIII Medical – Dental, to reflect the current terms and conditions regarding coverage, benefits and other provisions of the Article.
7. Effective upon ratification of this Agreement by the PBA and approval by the Town, a new Article entitled “Pregnancy/Childbirth Disability Leave Bank” shall be added to the Agreement as follows:

An employee will be credited with a Pregnancy/Childbirth Disability Leave Bank upon initial employment of one hundred and fifty (150) days.

- (a) The Pregnancy/Childbirth Disability Leave Bank can only be used when an employee suffers from a disability caused by or in connection with a pregnancy. The employee may be examined by a Town physician[s] to determine medical inability to perform duties. In the event of a dispute between the employee’s doctor and the Town doctor, the dispute will be resolved pursuant to Article XXIV of this Agreement.
- (b) For purposes of Paragraph (a) above, an employee is presumed to have a disability caused by or in connection with a pregnancy for at least four weeks prior to the child’s estimated due date and for six weeks after giving birth via vaginal delivery. An employee who delivers by Cæsarian section has a disability caused by or in connection with a pregnancy for eight weeks after giving birth. Any further disability requires medical certification of a complication due to pregnancy or childbirth. The employee may be examined by a Town physician(s) to determine medical inability to perform duties. In the event of a dispute between the employee’s doctor and the Town doctor, the dispute will be resolved pursuant to Article XXIV of this Agreement.

Nothing in this section shall preclude the employee from collecting disability benefits pursuant to any disability insurance provided by the employer. However, the amount of leave accruals/Pregnancy/Childbirth Disability Leave Bank days charged shall be pro-rated so that the employee does not receive an amount in excess of their regular compensation.

In the event that 12 NYCRR 363.1(e) is amended, the parties agree to negotiate the impact of any such amendment upon the terms and conditions set forth herein.

An employee who gives birth to a child but no longer qualifies to utilize their Pregnancy/Childbirth Disability Leave Bank as set forth above, may draw from their sick leave, vacation leave, personal leave, or compensatory time for any remaining leave taken

pursuant to the FMLA due to the birth/care of a child where such child does not have a serious condition as set forth in the FMLA regulations.

8. Except as modified herein and language clarifications which may be agreed to by the parties, all language and terms of the Collective Bargaining Agreement and any other agreements between the parties shall continue unchanged and are incorporated herein by reference.
9. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed to be an original and together shall constitute one and the same Agreement. Facsimile or other electronically-transmitted signatures on this Agreement shall be deemed to have the same force and effect as original signatures. A photocopy, facsimile, portable document format, or other such copy of this Agreement shall be deemed an original for all purposes.

Agreed to this 31st day of July, 2026.

ROTTERDAM PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.

TOWN OF ROTTERDAM

BY:

Kyle W. Canavally
Kyle Canavally, President

BY:

John Polimeni
John Polimeni, Town Supervisor

RESOLUTION NO. 218.26

TO APPROVE BUDGET AMENDMENTS TO 2025 for Grants received in 2025

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A3989 398900	HOME & COMM.STATE AID GRANTS	\$4,000.00
General	A3120 4362	POLICE ACADEMY EXPENSE	\$4,000.00
General	A4320 432000	US. DEPT. OF JUSTICE GRANTS	\$160,000.00
General	A3120 4317	EMGNCY EQUIP & SUPPLIES	\$160,000.00
General	A4320 432000	US. DEPT. OF JUSTICE GRANTS	\$15,669.00
General	A3120 4317	EMGNCY EQUIP & SUPPLIES	\$15,669.00
General	A4320 432000	US. DEPT. OF JUSTICE GRANTS	\$10,000.00
General	A3120 2540	MISCELLANEOUS EQUIPMENT	\$8,850.00
General	A3120 4305	PATROL MAINT & REPAIR	\$1,150.00
General	A3120 2540	MISCELLANEOUS EQUIPMENT	\$8,850.00
General	A4320 432000	US. DEPT. OF JUSTICE GRANTS	\$9,943.46
General	A3120 2540	MISCELLANEOUS EQUIPMENT	\$9,943.46
General	A3389 338900	POLICE GRANTS-NYS	\$111,483.34
General	A3120 2010	PATROL VEHICLES	\$111,483.34

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026.

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM



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

LEGISLATIVE REQUEST FORM

DATE: **August 5, 2026**

TO: **John Polimeni, Supervisor**

FROM: **Comptroller's Office**

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

TOWN BOARD MEETING: To be placed on the Town Board Meeting of August 12, 2026.

Background Information: Budget transfers are needed for Police Grants

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

Recommendation(s): To be placed on the Town Board meeting of August 12, 2026, and approve the transfers.

Attachment/Document(s):

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

RESOLUTION NO. 219.26

TO APPROVE BUDGET AMENDMENTS TO 2026 for Grants received in 2026

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2026 are hereby audited and approved:

<u><i>Fund</i></u>	<u><i>Account No.</i></u>	<u><i>Title</i></u>	<u><i>Amount</i></u>
General	A3389 338906	NYS GRANTS	\$7,528.31
General	A1110 2000	OFFICE EQUIPMENT	\$7,212.33
General	A1110 4100	OFFICE SUPPLIES	\$315.98
General	A3389 338900	POLICE GRANTS -NYS	\$26,465.96
General	A3120 2010	PATROL VEHICLES	\$26,465.96
General	A4320 432000	US DEPT OF JUSTICE GRANTS	\$27,629.78
General	A3120 4317	EMEGNCY EQUIP & SUPPLIES	\$27,629.78

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026.

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM



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

LEGISLATIVE REQUEST FORM

DATE: **August 5, 2026**

TO: **John Polimeni, Supervisor**

FROM: **Comptroller's Office**

TITLE OF REQUEST: To approve budget transfers to the 2026 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of August 12, 2026.

Background Information: Budget transfers are needed for Police and Justice Grants

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

Recommendation(s): To be placed on the Town Board meeting of August 12, 2026, and approve the transfers.

Attachment/Document(s):

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

RESOLUTION NO. 220.26

TO APPROVE BUDGET TRANSFERS TO THE 2026 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2026 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
A	A3120 4318	Uniform Allowance Police	15,000.00
	A3120 120033	Police Vest	(15,000.00)

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM



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

LEGISLATIVE REQUEST FORM

DATE: **August 5, 2026**

TO: **John Polimeni, Supervisor**

FROM: **Comptroller's Office**

TITLE OF REQUEST: To approve budget transfers to the 2026 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of August 12, 2026.

Background Information: Budget transfers are needed in Police Department,

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

Recommendation(s): To be placed on the Town Board meeting of August 12, 2026 and approve the transfers.

Attachment/Document(s):

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

RESOLUTION NO. 221.26

**AUTHORIZE THE TOWN OF ROTTERDAM TO DECLARE INFORMATION
TECHNOLOGY EQUIPMENT AS A SURPLUS**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town of Rotterdam Information Technology Department to declare the following Information technology equipment a surplus and to be disposed/auctioned/scrapped with any credit to be used exclusively for the procurement of authorized department equipment:

We have accumulated obsolete technology as shown below:

- 5 E207WFPc Dell monitors and stands
- 2 1708FPf Dell monitors and stands
- E156FPf Dell monitor
- 1704 FPVs Dell monitor
- P1914Sf Dell monitor
- 1908FPc Dell monitor
- P2222H Dell monitor
- P1013t Dell monitor
- P2018h Dell monitor
- 9512-AB1 IBM monitor
- Juster Active DC-691P speakers
- Sharp EL-1801c 2 color print calculator
- Canon MP49D 14-digit 2 color print, clock & calendar
- Monroe 3140 Calculator
- Staples SPL-P500 12 digit 2 colors
- LG power supply travel adapter
- APC serial AP9254 Keyboard video mouse switch
- ~30 lbs. Metal drawer parts and slides
- APC keyboard built-in for server rack use
- HP Enterprise M605 printer
- HP LaserJet 1020 printer
- HP Enterprise M608 printer
- HP LaserJet 600 M603
- HP color LaserJet 3600n
- Epson ES-400 scanner

- Epson DS-510 scanner
- (4) Various paper trays/add-ons for HP printers
- (2) Damaged wireless mice
- (3) unopened boxes of cable management armatures for server racks
- (7) obsolete Ethernet and USB cords and serial cables
- (5) Dell keyboards
- Microsoft Natural/Ergonomic keyboard 4000
- Fellowes KBR 108 Wireless keyboard
- APC Back-UPS 425 backup battery
- APC Back-UPS C5 500 backup battery
- (2) CA 1262 lead-acid battery
- (2) APC RBC lead-acid battery
- CSB HR 1228W F2 lead-acid battery
- CA 1240 lead-acid battery
- LEOCH DJW12-9.0 lead-acid battery
- (4) NEC digital phones
- (12) HP monitor stands
- (8) Dell monitor stands
- Dell dual monitor stand
- 176 AC power cords

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 7, 2026

TO: Town Board

FROM: Henry C. Gerhard III

TITLE OF REQUEST: Declare the following equipment obsolete and to be auctioned/donate/scrapped.

TOWN BOARD MEETING: August 12, 2026

Background Information: We have accumulated obsolete technology as shown below:

- 5 E207WFPc Dell monitors and stands
- 2 1708FPf Dell monitors and stands
- E156FPf Dell monitor
- 1704 FPVs Dell monitor
- P1914Sf Dell monitor
- 1908FPc Dell monitor
- P2222H Dell monitor
- P1013t Dell monitor
- P2018h Dell monitor
- 9512-AB1 IBM monitor
- Juster Active DC-691P speakers
- Sharp EL-1801c 2 color print calculator
- Canon MP49D 14-digit 2 color print, clock & calendar
- Monroe 3140 Calculator
- Staples SPL-P500 12 digit 2 colors
- LG power supply travel adapter
- APC serial AP9254 Keyboard video mouse switch
- ~30 lbs. Metal drawer parts and slides
- APC keyboard built-in for server rack use
- HP Enterprise M605 printer
- HP LaserJet 1020 printer
- HP Enterprise M608 printer
- HP LaserJet 600 M603
- HP color LaserJet 3600n
- Epson ES-400 scanner
- Epson DS-510 scanner

- (4) Various paper trays/add-ons for HP printers
- (2) Damaged wireless mice
- (3) unopened boxes of cable management armatures for server racks
- (7) obsolete Ethernet and USB cords and serial cables
- (5) Dell keyboards
- Microsoft Natural/Ergonomic keyboard 4000
- Fellowes KBR 108 Wireless keyboard
- APC Back-UPS 425 backup battery
- APC Back-UPS C5 500 backup battery
- (2) CA 1262 lead-acid battery
- (2) APC RBC lead-acid battery
- CSB HR 1228W F2 lead-acid battery
- CA 1240 lead-acid battery
- LEOCH DJW12-9.0 lead-acid battery
- (4) NEC digital phones
- (12) HP monitor stands
- (8) Dell monitor stands
- Dell dual monitor stand
- 176 AC power cords

Evaluation/Analysis:

Research into each component shows no useful purpose for the materials described.

Recommendation(s):

Working products should be auctioned, non-working or “end-of-life” items should be scrapped as e-waste, and metal should be scrapped accordingly.

Attachment/Document(s):

Compliance with Purchasing Policy:

Fully compliant with prescribed purchasing policy.

Effect(s) on Existing Law(s):

None.

LEGISLATION WILL BE PREPARED BY:

Supervisors Office

RESOLUTION NO. 222.26

**SCHEDULE A PUBLIC HEARING FOR THE PURPOSE OF COMMENTING ON THE
SUBMISSION OF COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATIONS
FOR THE PURPOSE OF SEPARATING AND REPLACING THE TOWN OF
ROTTERDAM'S SENIOR CENTER COMBINED SEWER LINES**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the submission of CDBG grant applications to the NYS Homes and Community Renewal Agency for the purpose of applying for \$676,246 in CDBG funds to separate and replace the Town of Rotterdam's Senior Center combined sewer lines.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Junction Fire Department, Rotterdam, New York 12306 at 7:00 p.m. on the 9th day of SEPTEMBER the following purpose:

Hearing public comments on community development needs, and to discuss the possible submission of one or more Community Development Block Grant (CDBG) applications for the 2026 program year. The NYS CDBG program is administered by the New York State Homes and Community Renewal and will make available to eligible local governments approximately \$45 million in funding for the current program year for housing, public infrastructure, public facilities, economic development, imminent threat, and community planning, with the principal purpose of benefiting low and moderate-income persons. The Town of Rotterdam is applying for \$676,246 in CDBG funds to separate and replace the Town of Rotterdam's Senior Center combined sewer lines. The hearing will provide CDBG program information and accept public input on proposed grant applications and alternative project ideas.

The Rotterdam Junction Fire Department *is* accessible to persons with disabilities. If special accommodations are needed for persons with disabilities, those with hearing impairments, or those in need of translation from English, contact Megan Griffin, Town Clerk at 518-355-7575 Ext 352, at least three days in advance of the hearing.

Written comments may also be submitted to Christina Paradowski, cparadowski@labellapc.com or 716.422.2825 until *September 14th, 2026 at 4:00pm*.

Applications and related CDBG materials will be made available at Rotterdam Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY 12306. The hearing will also be broadcast live on the Town’s Facebook page, townofrotterdam.org,

BY ORDER OF THE ROTTERDAM TOWN BOARD
MEGAN GRIFFIN, TOWN CLERK

DATED: August 12, 2026
Daily Gazette: Please publish once on August 27, 2026
Town Clerk
Post

SECTION 3. This resolution shall become effective August 12, 2026

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 7, 2026

TO: Town Board

FROM: John Polimeni, Supervisor

TITLE OF REQUEST: SCHEDULE A PUBLIC HEARING FOR THE PURPOSE OF COMMENTING ON THE SUBMISSION OF COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATIONS FOR THE PURPOSE OF SEPARATING AND REPLACING THE TOWN OF ROTTERDM'S SENIOR CENTER COMBINED SEWER LINES

TOWN BOARD MEETING: August 12, 2026

Background Information: The Senior Center has a combined sewer line and funds are needed to separate and replace the combined sewer lines.

Evaluation/Analysis:

Recommendation(s): Town Board to call for a Public Hearing

Attachment/Document(s): Info will be available at Town Clerk Office

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town Attorney

RESOLUTION NO. 223.26

**TO APPOINT MEMBER OF THE TOWN OF ROTTERDAM TO THE
CONSERVATION COMMITTEE**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individual of Rotterdam, New York, is hereby appointed as a member to the Town of Rotterdam Conservation Committee commencing on August 12, 2026, through December 31, 2027.

Lisa Dufek

SECTION 2. This resolution shall become effective August 12, 2026

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 7, 2026

TO: Town Board

FROM: Michael DeSantis, Councilmember

TITLE OF REQUEST: Appoint member of Town of Rotterdam Conservation Advisory Committee

TOWN BOARD MEETING DATE: August 12, 2026

Background Information: An opening has come up due to the resignation of Randy Pascarella. Lisa Dufek has always had roots in Rotterdam and now is a Rotterdam resident and very active within the community and would be invaluable on the committee.

Evaluation/Analysis: Lisa would love the opportunity to contribute his time and perspective to help maintain and improve the parks for families like his and loves the role the parks play in bringing people together.

Recommendation(s): Appoint Lisa Dufek to the Town of Rotterdam Conservation Advisory Committee from August 12, 2026 to December 31, 2027

Attachment/Document(s): N/A

Compliance with Purchasing Policy? N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor Office

RESOLUTION NO. 224.26

**TO AUTHORIZE SUPERVISOR TO NEGOTIATE AND EXECUTE A LEASE FOR 212
PHILIPS RD WITH PATRIOT HILLS OF NEW YORK, INC**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and authorize a rental agreement with Patriot Hills of New York, Inc. for 212 Philips Road in the amount of \$1050.00 per month for a period of five (5) years commencing August 1, 2026 through July 31, 2031.

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 10, 2026

TO: Town Board

FROM: John Polimeni, Town Supervisor

TITLE OF REQUEST: Authorize Supervisor to enter into rental agreement with Patriot Hills of New York, Inc for 5 (five) years.

TOWN BOARD MEETING: August 12, 2026

Background Information: The Town is looking to lease the surplus property at 212 Philips Rd.

Evaluation/Analysis: Provide income from a Town surplus property

Recommendation(s): Authorize supervisor to negotiate and execute a lease with Patriot Hills of New York, Inc, for a 5 (five) year term

Attachment/Document(s): Draft Lease Agreement

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town Attorney's Office

LEASE AGREEMENT

This LEASE AGREEMENT (the “Lease”) is made as of the ____ day of _____, 2026, by and between the **TOWN OF ROTTERDAM**, a municipal corporation with offices at 1100 Sunrise Boulevard, Rotterdam, New York 12306 (“Landlord” or “Town”), and **PATRIOT HILLS OF NEW YORK, INC.**, with a mailing address of _____ (“Tenant”).

Landlord and Tenant may be referred to individually as a “Party” and collectively as the “Parties.”

Recitals

WHEREAS, the Town is the owner of certain real property located at **212 Philips Road, Rotterdam, New York**, designated on the Town tax map as **47.5-13.122**, improved with a residential structure (the “Building”); and

WHEREAS, the Town has determined that the Building and the lease area described in this Lease are not presently needed for Town purposes in their current condition and may be leased on terms that preserve the Town’s continuing ownership and control of the remainder of the parcel; and

WHEREAS, the Town intends this Lease to apply only to the Building and such immediately appurtenant area as is specifically described herein, while reserving all rights in the balance of the parcel to the Town; and

WHEREAS, the Parties desire to enter into a lease for the Building for a limited term and for fair consideration, with rent calculated on a square-foot basis; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Parties agree as follows:

1. Grant of Lease and Premises

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the residential building located at **212 Philips Road, Rotterdam, New York**, together with only that immediately appurtenant area expressly designated by the Town for Tenant’s use (collectively, the “Premises”).

The Premises shall consist of **1,575 rentable square feet** within the Building, as measured by or on behalf of the Town. A sketch, survey, or floor plan identifying the Premises and any authorized exterior lease area may be attached as **Exhibit A** once finalized. Any area outside the Premises is reserved exclusively to the Town.

2. Term

The term of this Lease (the “Term”) shall be **five (5) years**, commencing on August 1, 2026 (the “Commencement Date”), and expiring at 11:59 p.m. on July 31, 2031, unless sooner terminated in accordance with this Lease.

Provided Tenant is not in default beyond any applicable cure period, Tenant shall have the option to renew the Term for two (2) additional periods of five (5) years each (each, a “Renewal Term”), by delivering written notice to the Town not less than one hundred eighty (180) days prior to the expiration of the then-current Term. Each renewal shall be on the same terms and conditions as this Lease, except that the annual base rent in effect at the commencement of each Renewal Term shall be increased by ten percent (10%) over the annual base rent payable during the final year of the immediately preceding Term. Each Renewal Term remains subject to a written amendment or renewal lease approved by the Rotterdam Town Board.

3. Rent; Additional Rent; Security Deposit

(a) **Base Rent.** Tenant shall pay annual base rent at the initial rate of **\$8.00 per square foot** for **1,575 square feet**, for initial annual rent of **\$12,600.00**, payable in equal monthly installments of **\$1,050.00** in advance on the first day of each month during the Term, without demand, setoff, or deduction, at the office of the Town Comptroller or at such other place as Landlord may designate in writing. Commencing on the first anniversary of the Commencement Date and on each anniversary thereafter during the initial five-year Term, the annual base rent shall increase by two percent (2%) over the annual base rent payable during the immediately preceding lease year, with monthly installments adjusted accordingly.

(b) **Late Charge.** Any installment of rent or other sum due under this Lease not paid within five (5) business days after its due date shall incur a late fee of **\$50.00** as additional rent.

(c) **Additional Rent.** Any sums payable by Tenant under this Lease in addition to base rent, including utility charges, water charges, sewer charges, trash removal charges, repair costs, cleanup costs, insurance costs attributable to Tenant’s default, attorneys’ fees where recoverable, and all other charges expressly payable by Tenant under this Lease, shall constitute additional rent.

(d) **Security Deposit.** Upon execution of this Lease, Tenant shall deposit with Landlord the sum of **\$1,050.00** as security for the faithful performance of Tenant’s obligations. The Town may apply the security deposit to unpaid rent, damages, cleanup costs, or other amounts due following Tenant default, provided Tenant shall replenish the deposit within fifteen (15) days after written notice if the Lease remains in effect. Any unused balance shall be returned after surrender of the Premises, less lawful deductions.

4. Permitted Use

Tenant may use the Premises solely for office, meeting, storage, programmatic, administrative, or related lawful operations consistent with Tenant’s organizational purposes, and for no other purpose, unless the Town Board approves another use in writing. No residential occupancy, shelter use, food service, event venue use, or other materially different use shall be permitted without prior written Town approval and any required governmental approvals.

Tenant shall not use the Premises in any manner that interferes with the Town’s present or future use of the surrounding property or the remainder of the Town-owned parcel.

5. Condition of Premises; Delivery; As-Is

Tenant acknowledges that it has inspected the Premises, is familiar with their condition, and accepts the Premises **as is, where is**, subject only to any specific work expressly agreed to in writing by the Town. The Town makes no representation or warranty that the Premises are fit for Tenant's intended use, and Tenant shall be solely responsible for determining whether the Premises are suitable for occupancy and lawful use.

Prior to Tenant's move-in, the Town shall, at its own cost and expense, have the Premises professionally treated for pests and insects.

Tenant shall not occupy the Premises until all required permits, approvals, inspections, insurance certificates, utility account transfers, and other pre-occupancy requirements imposed by the Town or law have been satisfied.

6. Utilities; Water; Sewer; Trash; Operating Costs

Tenant shall be solely responsible, at its own cost and expense, for all utilities and operating expenses serving or relating to the Premises during the Term, including without limitation electricity, natural gas or other heating fuel, water charges, sewer charges, telephone, internet, cable, alarm monitoring, trash removal, recycling, snow shoveling for any area designated exclusively for Tenant's use, lawn care for any area designated exclusively for Tenant's use, and any other ordinary costs customarily borne by a tenant in connection with its occupancy and use of the Premises.

Tenant shall promptly place all applicable utility and service accounts in Tenant's name to the extent permitted by the utility or service provider. If any utility, water, sewer, or other service cannot be separately billed directly to Tenant, Tenant shall reimburse the Town within thirty (30) days after invoice for the full amount attributable to the Premises, as reasonably determined by the Town, and such reimbursement shall constitute additional rent.

Landlord shall not be liable for interruption or failure of utility services except to the extent directly caused by Landlord's gross negligence or willful misconduct.

7. Insurance

Throughout the Term, Tenant shall obtain and maintain at its sole cost and expense the following insurance coverages with insurers authorized to do business in New York State:

- Commercial general liability insurance with limits of not less than **\$1,000,000 per occurrence** and **\$2,000,000 aggregate**.
- Property insurance covering Tenant's personal property, equipment, fixtures, and any tenant improvements installed by Tenant.
- Workers' compensation and disability benefits insurance as required by law.
- Automobile liability insurance, if Tenant operates vehicles in connection with use of the Premises, with limits reasonably acceptable to the Town.

The Town of Rotterdam, its officers, employees, and agents shall be named as additional insureds on the liability policy. The policies shall be primary and non-contributory with respect to insurance maintained by the Town. Certificates of insurance, and additional insured endorsements

if requested, shall be delivered before occupancy and upon each renewal. Coverage shall not be cancelled or materially changed without at least thirty (30) days' prior written notice to the Town, except ten (10) days for nonpayment where legally permitted.

To the extent permitted by law, Landlord and Tenant each waive against the other any rights of recovery for insured losses to the extent covered by insurance carried or required to be carried under this Lease, and each shall cause its insurers to provide waivers of subrogation where commercially available.

8. Compliance with Laws

Tenant, at its sole cost and expense, shall comply with all applicable federal, state, county, and local laws, rules, regulations, codes, orders, and permit requirements relating to the Premises or Tenant's use thereof, including building, fire, safety, accessibility, environmental, and zoning requirements to the extent applicable.

Tenant shall obtain and maintain all licenses, approvals, and permits necessary for its use and occupancy of the Premises.

9. Repairs and Maintenance

(a) **Tenant Responsibilities.** Tenant shall, at its sole cost and expense, keep the Premises in clean, safe, sanitary, and good condition and repair, including the interior portions of the Building, non-structural components, interior finishes, doors, fixtures, appliances, equipment serving only the Premises, and any damage caused by Tenant, its agents, employees, contractors, invitees, or licensees. Tenant shall also be responsible for routine maintenance customarily borne by a tenant in a single-tenant occupancy of the Building, except for structural components expressly retained by the Town under subsection (b).

(b) **Town Responsibilities.** Unless otherwise caused by Tenant, Landlord shall remain responsible for structural components of the Building, including foundations, load-bearing walls, roof, exterior walls, and Town-retained building systems, subject to appropriation and ordinary municipal operations. Nothing herein shall obligate the Town to make capital improvements or upgrades for Tenant's specialized use.

(c) **No Waste.** Tenant shall not commit waste or allow deterioration beyond ordinary wear and tear, and shall promptly notify the Town of any condition requiring structural or emergency repair.

10. Alterations and Improvements

Tenant shall make no structural changes, exterior changes, or material alterations to the Premises without the Town's prior written consent, which may also require Town Board approval where appropriate. All work shall be performed at Tenant's sole expense, in a good and workmanlike manner, in compliance with all applicable laws, and by properly licensed and insured contractors.

Unless the Town directs otherwise in writing, all alterations, additions, and improvements shall become the property of the Town upon installation and shall remain with the Premises at expiration or earlier termination. The Town may instead require Tenant, at Tenant's sole cost, to remove any alteration and restore the Premises to its prior condition, ordinary wear and tear excepted.

11. Signs

Tenant shall not install any exterior sign, banner, flag, or similar display without the Town's prior written approval as to location, size, design, and manner of installation, together with any required governmental approvals.

12. Access; Parking; Shared Areas

Tenant shall have non-exclusive access to the Premises and to such driveways, walkways, and parking areas as the Town may from time to time designate for Tenant's use. All such rights are non-exclusive and subject to reasonable Town rules and future municipal needs.

The Town reserves the right to alter traffic flow, parking arrangements, and access routes serving the Town-owned parcel, provided reasonable access to the Premises is maintained except in emergencies or during construction, repairs, or municipal operations.

Prior to the Commencement Date, the Town shall improve the parking area designated for Tenant's use by installing new gravel to create adequate parking for eight (8) to ten (10) vehicles.

13. Entry by Landlord

The Town, its officers, employees, agents, and contractors may enter the Premises at any time in an emergency and otherwise at reasonable times upon reasonable notice to inspect the Premises, determine compliance with this Lease, make repairs, show the Premises to prospective tenants, purchasers, or lenders, or exercise any right reserved under this Lease.

14. Indemnification

To the fullest extent permitted by law, Tenant shall defend, indemnify, and hold harmless the Town of Rotterdam and its officers, employees, agents, and representatives from and against all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: (i) Tenant's use or occupancy of the Premises; (ii) any act or omission of Tenant or its agents, employees, contractors, invitees, or licensees; (iii) any breach of this Lease by Tenant; or (iv) any injury occurring in or about the Premises, except to the extent caused by the negligence or willful misconduct of the Town. This section shall survive termination of the Lease as to events occurring before termination.

15. Damage or Destruction

If the Premises are damaged by fire or other casualty, the Town shall determine in its reasonable discretion whether and within what time the damage can be repaired. If the Premises are rendered unusable and the Town elects to repair, rent shall be equitably abated during the period of material untenantability. If the Town determines not to repair, or if repair is not reasonably feasible within one hundred eighty (180) days, the Town may terminate this Lease upon written notice, and rent shall be apportioned to the date of casualty.

16. Eminent Domain; Municipal Need Recapture

If all or a material part of the Premises is taken by eminent domain or otherwise condemned, this Lease shall terminate as of the date title vests, and rent shall be apportioned to that date. Any award for the fee or the Town's interest shall belong to the Town, and Tenant may pursue only a separate claim for its personal property or relocation rights, if any, so long as it does not reduce the Town's recovery.

Because the Premises are part of municipally owned property, the Town expressly reserves the right, upon not less than one hundred eighty (180) days' written notice, to terminate this Lease if the Town Board determines in good faith that the Premises are required for municipal use or public purpose. In such event, Tenant shall vacate by the termination date, and neither Party shall have further liability except for obligations accrued prior to termination. This recapture right is a material condition of this Lease.

17. Tenant Property; Surrender

At the expiration or earlier termination of the Lease, Tenant shall vacate and surrender the Premises broom clean and in good order and repair, ordinary wear and tear excepted, and shall remove all Tenant personal property not later than ten (10) days after expiration unless otherwise agreed in writing. Property left thereafter may, at the Town's option, be deemed abandoned.

Tenant shall remain responsible after surrender for any unpaid utility charges, water charges, sewer charges, trash charges, and other operating costs attributable to Tenant's occupancy period.

18. Assignment and Subletting

Tenant shall not assign this Lease, sublet all or any part of the Premises, license occupancy, or otherwise transfer any interest in this Lease without the Town's prior written consent, which may be withheld in the Town's sole discretion and may require Town Board approval. Any unauthorized assignment, sublease, or transfer shall be void and shall constitute a default. Consent to one transfer shall not be deemed consent to any later transfer.

19. Environmental Matters

Tenant shall not cause or permit the release, spill, storage, disposal, or use of hazardous materials on, under, or about the Premises except for ordinary office, cleaning, maintenance, and similar materials used in compliance with law and in customary quantities. Tenant shall be responsible for all costs of investigation, remediation, removal, and restoration arising from hazardous materials introduced by Tenant or its agents, employees, contractors, or invitees.

Tenant shall promptly provide the Town with copies of any notices, reports, or claims relating to environmental conditions or alleged violations affecting the Premises.

20. Default and Remedies

Each of the following shall constitute an Event of Default:

- Tenant fails to pay rent, additional rent, utility reimbursements, or any other sum due under this Lease within ten (10) days after written notice that the same is due.

- Tenant breaches any material non-monetary covenant of this Lease and fails to commence cure within ten (10) days after written notice, and thereafter diligently complete the cure within a reasonable time.
- Tenant becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a bankruptcy proceeding not dismissed within thirty (30) days, or ceases operations at the Premises for more than sixty (60) consecutive days without Town consent.
- Tenant uses the Premises for an unauthorized purpose or occupies the Premises without required insurance or legal approvals.

Upon an Event of Default, the Town may exercise any one or more remedies available at law or in equity, including termination of the Lease, re-entry, summary proceedings, recovery of possession, recovery of unpaid rent and additional rent, recovery of damages, performance by the Town at Tenant's expense, and recovery of reasonable attorneys' fees and costs where permitted by law. All remedies shall be cumulative.

21. Quiet Enjoyment

So long as Tenant is not in default under this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises, subject to the terms, conditions, municipal reservations, and recapture rights set forth herein.

22. Notices

Any notice required or permitted under this Lease shall be in writing and shall be deemed given if personally delivered, sent by certified mail, return receipt requested, sent by recognized overnight courier, or sent by email with confirmation of receipt, addressed as follows, or to such other address as either Party may designate by notice:

If to Landlord:

Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306
with a copy to: Town Attorney
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

If to Tenant:

Patriot Hills of New York, Inc.

Attn: _____

Notices shall be effective upon receipt or refusal of delivery.

23. Holding Over

If Tenant remains in possession after expiration of the Term without a new written agreement approved by the Town Board, such occupancy shall be a month-to-month tenancy terminable by either Party upon thirty (30) days' written notice and otherwise subject to the terms of this Lease, except that monthly rent shall be one hundred fifty percent (150%) of the monthly rent payable during the final lease year.

24. No Waiver; No Third-Party Rights

No waiver by either Party of any breach shall be deemed a waiver of any other or subsequent breach. This Lease is solely for the benefit of the Parties and their permitted successors and assigns and confers no rights on any third party.

25. Municipal Approvals; Public Purpose; Entire Agreement

This Lease shall not be effective unless and until duly authorized by resolution of the Rotterdam Town Board and executed by the Supervisor or other duly authorized Town official. Tenant acknowledges that the Town is entering into this Lease in its proprietary capacity, subject to all applicable constitutional and statutory limitations on municipal leasing and use of public property.

This Lease, together with any exhibits or riders, contains the entire agreement of the Parties and may be amended only by a written instrument executed by both Parties and approved by the Town Board if required by law or Town policy.

26. Governing Law; Venue

This Lease shall be governed by and construed in accordance with the laws of the State of New York. Any action arising out of this Lease shall be brought in a court of competent jurisdiction located in Schenectady County, New York, except where another venue is required by law.

27. Miscellaneous

(a) **Counterparts.** This Lease may be executed in counterparts and by PDF or other electronic signature, each of which shall be deemed an original.

(b) **Severability.** If any provision of this Lease is held invalid or unenforceable, the remaining provisions shall remain in full force to the fullest extent permitted by law.

(c) **Headings.** Section headings are for convenience only and do not alter interpretation.

(d) **Authority.** Each person signing below represents that he or she is duly authorized to bind the Party on whose behalf the signature is made.

Business Terms Inserted

Item	Term
Premises	212 Philips Road, Rotterdam, New York
Rentable Square Feet	1,575 square feet

Annual Rent Per Square Foot	\$8.00
Annual Base Rent	\$12,600.00
Monthly Rent	\$1,050.00
Security Deposit	\$1,050.00
Lease Term	Five years
Utilities and Operating Costs	Paid by Tenant

Signatures

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first above written.

LANDLORD:

TOWN OF ROTTERDAM

By: _____

Name: _____

Title: Supervisor

Date: _____

TENANT:

PATRIOT HILLS OF NEW YORK, INC.

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 225.26

**TO SELECT LABELLA FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE ROTTERDAM COMMONS PROJECT**

WHEREAS, the Town issued a Request for Qualifications (RFQ) for Engineering Services regarding the Town of Rotterdam, Rotterdam Commons Project on July 9, 2026, with responses due by July 30, 2026; and

WHEREAS, the Town received five (5) response to the RFQ and were evaluated by the Rotterdam Commons Committee and the highest points were given to LaBella Engineering; and;
NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby select LaBella engineering firm to provide professional engineering services for the Rotterdam Commons Project.

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 10, 2026

TO: Town Board

FROM: Fred Mastroianni – Engineer

TITLE OF REQUEST: Select LaBella for Professional Engineering Services for the Rotterdam Commons Project at Philips Rd

TOWN BOARD MEETING: August 12, 2026

Background Information: The Town of Rotterdam issued a Request for Qualifications (RFQ) for engineering services for the Rotterdam Commons Project on July 9, 2026.

Evaluation/Analysis: The Town of Rotterdam received five (5) responses to the RFQ by the due date of July 30, 2026. Those responses were evaluated by the John Polimeni, John Mertz, Fred Mastroianni, Mary Barrie, Harold Marx, Angelica Morris, Eric Blum and the highest points were awarded to LaBella. It is recommended that LaBella be appointed as the firm to provide professional engineering services on the Rotterdam Commons Project.

Recommendation(s): Adopt a resolution authorizing the Town Supervisor to execute all documents to retain the engineering services of LaBella for the Rotterdam Commons project.

Attachment/Document(s): Evaluation totals

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

RESOLUTION NO. 226.26
TO APPOINT MICHAEL DESANTIS AS DEPUTY SUPERVISOR

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes Councilmember Michael DeSantis to be appointed to Deputy Supervisor from August 12, 2026 through December 31, 2026.

SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 10, 2026

TO: Town Board

FROM: John Polimeni, Supervisor

TITLE OF REQUEST: Appointment of Councilmember Michael DeSantis as Deputy Supervisor

TOWN BOARD MEETING: August 12, 2026

Background Information: Currently Councilmember Ronald Schlag is the Deputy Supervisor. Councilmember Schlag has resigned as Deputy Supervisor on August 10, 2026.

Evaluation/Analysis: With Councilmember Ron Schlag's resignation, there is an opening for Deputy Supervisor. I would request that Councilmember Michael DeSantis be appointed to the position of Deputy Supervisor.

Recommendation(s): Appoint Mr. Michael DeSantis as Deputy Supervisor.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor