

**MEETING OF THE
ROTTERDAM TOWN BOARD**

February 25, 2026

7:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

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're 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're 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 three (3) minutes to address the Town Board.

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

79.26 Accepting Town Board Meeting Minutes.

80.26 To Accept A Monetary Donation From Disabled American Veterans For The Rotterdam Senior Center

81.26 To Support The Schenectady Food Council's Advocacy And Empowerment Working Groups Regarding Programs And Initiatives Addressing Food Insecurity In NYS FY 2027 Budget

82.26 To Accept Bid And Award Contract For Sodium Hexametaphosphate To Shannon Chemical Corp

83.26 To Approve And Execute A Maintenance Agreement With Cummins For Generators

84.26 To Approve And Execute An Agreement With C.T. Male Associates For Landfill Monitoring Services

85.26 To Adopt A SEQR Negative Declaration On A Change Of Zone Application On A ±4.14-Acre Parcel From Agriculture (A-1) To Single Family Residential (R-1) Located Between 2229 &2193 Ghents Road North Side

86.26 To Enact Local Law No. 1 To Amend Chapter 270, Zoning, Of The Town Code, Relating To A Change Of Zone On A ±4.14-Acre Parcel From Agriculture (A-1) To Single Family Residential (R-1) Located Between 2229 &2193 Ghents Road North Side

87.26 To Approve And Execute An Agreement For The Water Meter Project Engineering Services With KB Engineering

88.26 To Amend Resolution 22.26 Of The Year 2026; To Appoint Individuals To Various Part Time Positions And Duties For The Calendar Year 2026

89.26 To Purchase Generator For Duanesburg Road (Golub) Pump Station

90.26 To Ratify The Stipulation Of Settlement Between The Town Of Rotterdam And The Civil Service Employees' Association (CSEA) To Settle Public Employment Relations Board (PERB) Case Number A2025-225

MISCELLANEOUS

SUPERVISOR'S REMARKS: Supervisor John Polimeni

ADJOURNMENT

John Polimeni, Supervisor

RESOLUTION NO. 79.26

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the February 11, 2026, Town Board Meeting, as attached.

SECTION 2. This resolution shall become effective February 25, 2026.

DATED: February 25, 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: February 17 2026

TO: Town Board

FROM: Megan Griffin, Town Clerk

TITLE OF REQUEST: To adopt meeting minutes of the February 11, 2026, Town Board Meeting.

TOWN BOARD MEETING DATE: February 25, 2026

Background Information: Approval and adoption of meeting minutes from February 11, 2026.

Evaluation/Analysis: N/A

Recommendation(s): To adopt meeting minutes of the February 11, 2026.

Attachment/Document(s): Certified Resolutions #68.26 through #78.26 from the February 11, 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

MEGAN GRIFFIN

Town Clerk

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

February 13, 2026

Certified Resolutions Nos. 68.26 through 78.26 for the year 2026 were duly adopted at the Town Board Meeting held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306, on Wednesday, February 11, 2026.

The Town Board Meeting commenced at approximately 7:00p.m. and Resolutions Nos. 68.26 through 78.26 were adopted on consent without objection. Motion No. 2 was made by Councilmember Schlag and seconded by Councilmember DeSantis. The Town Board went into executive session at approximately 7:35p.m. and exited executive session at approximately 7:52p.m. continuing with the Town Board Meeting. The Town Board meeting was adjourned at approximately 7:53p.m. upon motion by Councilmember Gallucci, seconded by Councilmember Matelitz. All Councilmembers voted in favor of adjournment.

All Councilmembers were present.

Megan Griffin

Megan Griffin, Town Clerk

**MEETING OF THE
ROTTERDAM TOWN BOARD**

February 11, 2026

7:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

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're 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're 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 three (3) minutes to address the Town Board.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

- 2.26** Councilmember Schlag made a motion to go into executive session, seconded by Councilmember DeSantis.

RESOLUTIONS

- 68.26** Accepting Town Board Meeting Minutes.
- 69.26** Accept new positions of Carpentry and Facilities Systems Mechanic and Human Resources and Benefits Administrator.
- 70.26** To Appoint Peter Griesler to Water and Sewer Maintenance worker.
- 71.26** To Establish The Inaugural Town Of Rotterdam Lion's Award Recognizing A Resident Who Has Made Significant Contributions To The Community.
- 72.26** Call For Bids For Tree Cutting & Removal Services.
- 73.26** Call For Bids For Highway Materials: Manhole Frames & Grates, And Manhole Square & Round Risers.
- 74.26** Call For Bids For Highway Materials: Crushed Limestone, Gravel & Sand.
- 75.26** To Accept Revenue For The Town Clerk's Office For January 2026.
- 76.26** To Approve Budget Transfers to the 2025 Budget.
- 77.26** To Seek Funding From MVP And NFC For Rotterdam Town Parks.
- 78.26** To Negotiate And Execute Amendment No. 3 To An Existing Agreement With Kb Prime Engineering & Architecture P.C. For The Rotterdam Water District No. 5 Lead Service Line Inventory Assistance Project.

MISCELLANEOUS

SUPERVISOR'S REMARKS: Supervisor John Polimeni

EXECUTIVE SESSION

- **To discuss personnel issues**

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, February 11, 2026, at 7:00 p.m., the following motion was duly adopted:

MOTION 2.26

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 to go into executive session, seconded by Councilmember DeSantis.

DATED: February 11, 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 to go into an Executive Session by the Town Board of the Town of Rotterdam on February 11, 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 February 13, 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, February 11, 2026, at 7:00 p.m., the following resolution was duly adopted.

RESOLUTION NO. 68.26

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of January 28, 2026, Town Board.

SECTION 2. This resolution shall become effective February 11, 2026.

DATED: February 11, 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 by the Town Board Meeting of the Town of Rotterdam on February 11, 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 February 13, 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, February 11, 2026, at 7:00 p.m., the following resolution was duly adopted.

RESOLUTION NO. 69.26

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 TITLE OF CARPENTRY AND FACILITIES SYSTEM MECHANIC, PARKS AND RECREATION SUPERVISOR AND HUMAN RESOURCES AND BENEFITS ADMINISTRATOR

THEREFORE, UPON MOTION OF Councilmember **MATELITZ**, 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 recognizing the establishment of the new position of Carpentry and Facilities System Mechanic, a position in the non-competitive class of the civil service, and Parks and Recreation Supervisor and Human Resources and Benefits Administrator, positions in the competitive class of the civil service, both 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 February 11, 2026.

DATED: February 11, 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 by the Town Board Meeting of the Town of Rotterdam on February 11, 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 February 13, 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, February 11, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 70.26

TO APPOINT PETER GREISLER TO THE POSITION OF WATER AND SEWER MAINTENANCE WORKER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Peter Greisler, of Rotterdam, New York 12306, is hereby appointed to the position of Water and Sewer maintenance worker, permanent, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-seven thousand eight hundred nineteen dollars and 97/100 (\$57,819.97), commencing February 17, 2026.

SECTION 2. This resolution shall become effective February 11, 2026.

DATED: February 11, 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 by the Town Board Meeting of the Town of Rotterdam on February 11, 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 February 13, 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, February 11, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 71.26

**TO ESTABLISH THE INAUGURAL TOWN OF ROTTERDAM LION’S AWARD
RECOGNIZING A RESIDENT WHO HAS MADE SIGNIFICANT CONTRIBUTIONS
TO THE COMMUNITY**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby establishes the Town of Rotterdam Lion’s Award, an award recognizing a resident of the Town of Rotterdam who has made significant contributions to the community through service, volunteerism, leadership, or civic engagement.

SECTION 2. This resolution shall become effective February 11, 2026.

DATED: February 11, 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 by the Town Board Meeting of the Town of Rotterdam on February 11, 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 February 13, 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, February 11, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 72.26

CALL FOR BIDS FOR TREE CUTTING & REMOVAL SERVICES

THEREFORE, UPON MOTION OF Councilmember **MATELITZ**, 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 call for bids for Tree Cutting & Removal Services.

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, the 13th day of March 2026, at 10:30 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 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:

TREE CUTTING & REMOVAL SERVICES

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 by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:30 A.M., MARCH 13, 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: February 11, 2026

BidNet: Please publish on February 13, 2026

Daily Gazette: Please publish once on February 13, 2026

Town Clerk Post

SECTION 3. This resolution shall become effective February 11, 2026.

DATED: February 11, 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 by the Town Board Meeting of the Town of Rotterdam on February 11, 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 February 13, 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, February 11, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 73.26

**CALL FOR BIDS FOR HIGHWAY MATERIALS: MANHOLE FRAMES & GRATES,
AND MANHOLE SQUARE & ROUND RISERS**

THEREFORE, UPON MOTION OF Councilmember **MATELITZ**, 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 call for bids for Highway Materials: Manhole Frames & Grates, and Manhole Square & Round Risers.

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, the 13th day of March 2026, at 10:15 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 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:

**HIGHWAY MATERIALS: MANHOLE FRAMES & GRATES, AND MANHOLE
SQUARE & ROUND RISERS**

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 by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:15 A.M., MARCH 13, 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: February 11, 2026

BidNet: Please publish on February 13, 2026

Daily Gazette: Please publish once on February 13, 2026

Town Clerk Post

SECTION 3. This resolution shall become effective February 11, 2026.

DATED: February 11, 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 by the Town Board Meeting of the Town of Rotterdam on February 11, 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 February 13, 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, February 11, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 74.26

CALL FOR BIDS FOR HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND

THEREFORE, UPON MOTION OF Councilmember **MATELITZ**, 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 call for bids for Highway Materials: Crushed Limestone, Gravel, & Sand.

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, the 13th day of March 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 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:

HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND

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 by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:00 A.M., MARCH 13, 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: February 11, 2026

BidNet: Please publish on February 13, 2026

Daily Gazette: Please publish once on February 13, 2026

Town Clerk Post

SECTION 3. This resolution shall become effective February 11, 2026.

DATED: February 11, 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 by the Town Board Meeting of the Town of Rotterdam on February 11, 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 February 13, 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, February 11, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 75.26

TO ACCEPT REVENUE FOR THE TOWN CLERK’S OFFICE FOR JANUARY 2026

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk’s report for January 2026 was placed on file, and the Town Clerk’s check in the amount of eight thousand six hundred dollars and 75/100 (\$8,600.75) was submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective February 11, 2026

DATED: February 11, 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 by the Town Board Meeting of the Town of Rotterdam on February 11, 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 February 13, 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, February 11, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 76.26

TO APPROVE BUDGET TRANSFERS TO THE 2025 BUDGET

THEREFORE, UPON MOTION OF Councilmember **MATELITZ**, 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 2025 are hereby audited and approved:

<u>Fund</u>	<u>Account No.</u>	<u>Title</u>	<u>Amount</u>
A	TO: A1010 100001	4 COUNCILMEMBERS	\$22.43
A	FROM: A 1010 4100	OFFICE SUPPLIES	\$502.00
A	FROM: A 1010 4173	OFFICE FURNITURE	\$2,500.00
A	FROM: A 1010 4270	MISCELLANEOUS EXPENSES	\$50.00
A	FROM: A 1010 4300	CONFERENCES	\$500.00
A	FROM: A 1010 4330	ETHICS BOARD EXPENSES	\$2,500.00
A	FROM: A 1010 4401	SUBSCRIPTIONS	\$50.00
A	TO: A1110 100002	TOWN JUSTICE	\$21.64
A	TO: A1110 101002	TOWN JUSTICE	\$27.56
A	FROM: A 1110 110002	DEPUTY COURT CLERK	\$2,021.62
A	FROM: A 1110 120002	COURT CLERK I	\$1,251.83
A	TO: A1110 125002	COURT CLERK I	\$6,799.24
A	TO: A1110 130002	COURT CLERK I	\$6,456.86
A	FROM: A 1110 140002	DEPUTY COURT CLERK	\$4,895.55
A	FROM: A 1110 4100	OFFICE SUPPLIES	\$1,603.36
A	TO: A1110 4201	JUSTICE CELL PHONES	\$1,122.10
A	FROM: A 1110 4270	MISCELLANEOUS EXPENSES	\$200.00
A	FROM: A 1110 4300	JUSTICE CONF/TRAINING	\$0.50
A	FROM: A 1110 4358	JUSTICE, LAW & ORDER CTR	\$3,000.00

A	FROM: A1110 4360	JUSTICE STENOS AND INTERP	\$1,125.28
A	FROM: A1110 4400	JUSTICE REPR/MACHCONTRCT	\$2,633.61
A	FROM: A1110 4402	JUSTICE REF MANUALS	\$750.00
A	FROM: A1110 4403	JUSTICE PRO MEMBERSHIP	\$390.00
A	FROM: A1110 4500	JUSTICE ELECTRICITY	\$5,744.73
A	FROM: A1110 4600	JUSTICE HEAT	\$1,500.00
A	FROM: A1110 4700	JUSTICE POSTAGE	\$1,566.80
A	TO: A1220 100003	SUPERVISOR	\$7.14
A	TO: A1220 110001	DEPUTY SUPERVISOR	\$1.53
A	FROM: A1220 120003	HUMAN RESOURCE ADMINISTRATOR	\$100,000.00
A	TO: A1220 125003	CONFIDENTIAL SECRETARY TO SUPV	\$1,333.07
A	FROM: A1220 131003	CLERK PART TIME	\$17,000.00
A	FROM: A1220 132003	EVENTS/MEDIA ADMIN STIPEND	\$2,884.59
A	FROM: A1220 135003	IT PROJECT MNR SUPPORT LIAISON	\$4,737.31
A	FROM: A1220 135503	CONFIDENTIAL INVESTIGATOR	\$2,000.00
A	TO: A1220 180003	SUPERVISOR OVERTIME	\$69.82
A	FROM: A1220 2000	SPRVSR OFFICE EQUIPMENT	\$2,400.00
A	FROM: A1220 4100	SPRVSR OFFICE SUPPLIES	\$1,446.14
A	TO: A1220 4105	SPRVSR OFFICE MACHINE LEASE	\$1,855.61
A	FROM: A1220 4270	MISCELLANEOUS EXPENSES	\$200.00
A	TO: A1220 4300	SPRVSR CONFERENCES	\$125.00
A	FROM: A1220 4390	VIDEO TOWN BOARD MEETING	\$1,750.00
A	TO: A1220 4400	SPRVSR REPAIR/MACH*CONTRACT	\$1,019.64
A	FROM: A1220 4403	SPRVSR MEMBERSHIP DUES	\$393.00
A	TO: A1315 100004	COMPTROLLER	\$1,240.12
A	FROM: A1315 105004	PAYROLL AUDIT CLERK & PT	\$5,416.51
A	TO: A1315 110004	PERSONNEL & BENEFITS ADMIN	\$2,407.16
A	TO: A1315 120004	ACCOUNT CLERK	\$983.14
A	TO: A1315 140004	SENIOR ACCOUNT SPECIALIST	\$6,645.68

A	FROM: A1315 150004	PAYROLL AUDIT CLERK	\$14,580.72
A	TO: A1315 160004	ACCOUNTANT - PT	\$236.03
A	TO: A1315 160005	ACCOUNTANT, FULL TIME	\$2,125.12
A	TO: A1315 181004	COMPTRROLLER DEPT OVERTIME	\$6.19
A	TO: A1315 4100	COMPT OFFICE SUPPLIES	\$1,178.74
A	FROM: A1315 4270	MISCELLANEOUS EXPENSES	\$241.46
A	TO: A1330 100005	RECEIVER OF TAXES	\$21.92
A	TO: A1330 120005	DEPUTY RECEIVER OF TAXES	\$889.04
A	TO: A1330 125005	SR. TAX CLERK	\$2,565.85
A	FROM: A1330 4100	TAX OFFICE SUPPLIES	\$330.76
A	TO: A1330 4200	TAX TELEPHONE / ALARM	\$867.80
A	FROM: A1330 4270	MISCELLANEOUS EXPENSES	\$200.00
A	TO: A1355 100007	ASSESSOR	\$643.55
A	TO: A1355 110018	ACCOUNT CLERK	\$2,930.57
A	FROM: A1355 125007	REAL PROPERTY APPRAISAL TECH	\$616.31
A	FROM: A1355 2010	VEHICLES	\$500.00
A	FROM: A1355 4100	ASR OFFICE SUPPLIES	\$918.57
A	FROM: A1355 4270	MISCELLANEOUS EXPENSES	\$367.00
A	FROM: A1355 4300	ASR CONFERENCES	\$773.00
A	FROM: A1355 4302	ASR GASOLINE	\$443.67
A	FROM: A1355 4305	ASR AUTO REPAIR MAINT	\$500.00
A	FROM: A1355 4400	ASR REPAIR/MACH CONTRT	\$335.01
A	TO: A1355 4403	ASR MEMBERSHIP DUES	\$1,571.00
A	FROM: A1355 4800	DP SUPPORT/WEB FEES	\$650.00
A	TO: A1355 4850	CONSULTANT	\$6,250.00
A	FROM: A1410 100008	TOWN CLERK	\$214.70
A	TO: A1410 110008	2nd DEPUTY TOWN CLERK	\$1,393.35
A	TO: A1410 115008	DEPUTY TOWN CLERK	\$1,991.73
A	TO: A1410 120008	CLERK, PART TIME	\$5,137.50
A	FROM: A1410 2000	TWN CLRK OFFICE EQUIPMENT	\$450.00
A	TO: A1410 4100	TWN CLRK OFFICE SUPPLIES	\$263.82

A	FROM: A1410 4202	INFORMATIONAL MAILERS	\$874.62
A	FROM: A1410 4270	MISCELLANEOUS EXPENSES	\$200.00
A	FROM: A1410 4326	TWN CLRK LEGAL NOTICES	\$2,308.53
A	TO: A1410 4400	TWN CLRK REPAIR/MACH CONTR	\$565.83
A	FROM: A1410 4801	TWN CLRK SOFTWARE SUPP	\$20.46
A	FROM: A1440 123082	TOWN ENGINEER	\$50,000.00
A	FROM: A1440 2000	EQUIPMENT	\$4,500.00
A	TO: A1440 4850	ENGINEERING CONSULTANT	\$74,957.50
A	TO: A1490 100011	.25 PW COORDINATOR	\$2,416.83
A	TO: A1490 100097	GIS/MAPS/LOCATION WORKER	\$1,549.53
A	TO: A1490 110011	STORMWATER MANAGER PART TIME	\$4,936.25
A	FROM: A1490 140011	.30 ACCOUNT CLERK	\$523.35
A	TO: A1490 145011	STORMWATER MGT OFFICER STIPEND	\$2,557.78
A	FROM: A1490 150011	CONF SECR TO DIRECTOR OF DPW	\$10,993.86
A	TO: A1490 180011	PUBLIC WORKS OVERTIME	\$56.82
A	FROM: A1490 2000	OFFICE EQUIPMENT	\$9,720.50
A	TO: A1490 4163	SAFETY CLOTHING SUPPLIES	\$50.00
A	FROM: A1490 4270	MISCELLANEOUS EXPENSES	\$480.50
A	TO: A1490 4300	DPW CONFERENCES	\$180.00
A	FROM: A1490 4420	DPW REFERENCE MATERIALS	\$818.48
A	TO: A1610 119532	RETIREMENT ALLOWANCE	\$58,599.28
A	TO: A1610 4503	CONTRACTUAL EXPENSES	\$4,494.00
A	FROM: A1620 2000	EQUIPMENT	\$2,252.81
A	TO: A1620 4102	CUSTODIAL SUPPLIES AND SERVICE	\$1,861.37
A	TO: A1620 4106	BLDGS FIRE ALARM	\$391.44
A	TO: A1620 4163	SAFETY CLOTHING SUPPLIES	\$131.99
A	TO: A1620 4500	TOWN HALL ELECTRICITY	\$6,161.58
A	TO: A1620 4600	BLDGS TOWN HALL HEAT	\$8,003.30
A	TO: A1620 4601	PREVENTATIVE MAINT & SUPPLY	\$85,533.97

A	TO: A1620 4900	BUILDING REPAIRS	\$19,705.09
A	TO: A1670 4701	CENTRAL MAILING	\$5,937.98
A	TO: A1670 4702	PRINTING CODE VOUCH MAPS	\$1,726.00
A	FROM: A1680 2000	EQUIPMENT	\$1,155.08
A	TO: A1680 4200	TELEPHONE SERVICES	\$13,988.92
A	FROM: A1680 4270	MISCELLANEOUS EXPENSES	\$350.00
A	FROM: A1680 4801	SOFTWARE SUPPORT & MAINTENANCE	\$56,070.64
A	FROM: A1680 4802	WEB SITE SERVICES	\$2,196.23
A	TO: A1680 4806	CENTRAL PRINTING SUPPLIES	\$7,924.59
A	TO: A1680 4807	CIS SUPPORT & UPGRADE	\$97,534.24
A	FROM: A1680 4955	TAX BILLS	\$1,225.80
A	FROM: A1910 4107	SPEC ITEMS UNALL INSURANCE	\$3,036.42
A	FROM: A1920 4167	SPEC ITEMS MUNICIPAL DUES	\$350.00
A	FROM: A1930 4168	JUDGEMENT & CLAIMS	\$18,079.17
A	TO: A3310 130014	TRAFFIC SAFETY OVERTIME	\$17.99
A	TO: A3310 140014	TRAFFIC SAFETY COORD	\$7,231.51
A	FROM: A3310 2000	EQUIPMENT	\$771.04
A	FROM: A3310 4111	SIGNS POSTS PAINT ETC	\$309.92
A	FROM: A3310 4112	HIGH INTENSITY SIGN PAPER	\$53.87
A	FROM: A3310 4115	TRAFFIC SAFETY LIGHTS & CONES	\$1,446.92
A	FROM: A3310 4270	MISCELLANEOUS EXPENSES	\$78.63
A	TO: A3310 4302	TRAFFIC CONTROL GAS	\$348.34
A	TO: A3310 4305	TRAFFIC CON AUTO REPAIR	\$96.64
A	TO: A3310 4500	TRAFFIC CONTROL ELECTRIC	\$592.37
A	FROM: A3310 4600	TRAFFIC CONTROL HEAT	\$652.45
A	FROM: A3310 4602	PERSONAL PROTECTION EQUIPMENT	\$7.12
A	FROM: A3310 4904	TRAFFIC CON MAINT SUPPLY	\$271.70
A	FROM: A3410 2000	EQUIPMENT	\$1,000.00
A	TO: A3410 4119	FIRE TRAINING CTR LIGHTS	\$3,199.60

A	FROM: A3410 4302	GASOLINE	\$0.46
A	FROM: A3410 4904	FIRE FIGHTING MAINT & SUPPLIES	\$3.49
A	TO: A3510 120015	ANIMAL CONTROL PT	\$82.26
A	FROM: A3510 130015	ANIMAL CONTROL OT	\$2,000.00
A	TO: A3510 4120	ANIMAL SHELTER	\$4,500.00
A	TO: A3510 4270	MISCELLANEOUS EXPENSES	\$107.83
A	FROM: A3510 4302	ANIMAL CONTROL GAS	\$1,000.00
A	FROM: A3510 4305	ANML CTRL CAR REPAIR MAIN	\$1,000.00
A	FROM: A3510 4317	AC CONTRACTUAL EXPENSES	\$690.09
A	TO: A3620 100016	BUILDING INSPECTOR/CEO	\$7,159.17
A	FROM: A3620 120016	BUILDING INSPECTOR PT	\$8,937.98
A	TO: A3620 140016	BUILDING SAFETY INSPECTOR	\$1,778.81
A	FROM: A3620 2000	SAFETY INS. EQUIPMENT	\$24,802.99
A	TO: A3620 4163	SAFETY CLOTHING SUPPLIES	\$199.99
A	FROM: A3620 4300	SAFETY INSP CONFERENCE	\$3,905.00
A	FROM: A3620 4305	SFTY INSP AUTO REPAIR	\$5,073.50
A	FROM: A3620 4901	BLDG INSP BLDG DEMOLITION	\$10,000.00
A	FROM: A3620 4905	SFTY INSP HEALTH EMRGNCY	\$923.60
A	TO: A5010 100018	SUPT. OF HIGHWAYS	\$25.99
A	TO: A5010 110018	ACCOUNT CLERK	\$1,601.46
A	FROM: A5010 120018	CLERICAL PT	\$1,627.45
A	TO: A5132 4500	GARAGE ELECTRICITY	\$2,069.82
A	FROM: A5132 4600	HWY GARAGE HEAT	\$2,069.82
A	TO: A5182 4124	FACILITY LIGHTING	\$7,320.92
A	TO: A6772 110018	CLERK	\$280.04
A	FROM: A6772 110019	SENIOR PROGRAMS VAN DRIVER	\$280.04
A	FROM: A6772 121019	CLERK PT	\$2,375.00
A	FROM: A6772 2005	EQUIPMENT/PAVING	\$4,686.25
A	TO: A6772 4400	REPAIR OFFICE MACHINE CONTRACT	\$1,129.25
A	FROM: A6772 4600	HEAT	\$3,042.72

A	FROM: A6772 4900	BUILDING REPAIRS	\$3,142.74
A	TO: A6772 4902	HVAC & FIRE ALARMS MAINTENANCE	\$3,591.05
A	TO: A6772 4904	MAINTENANCE & SUPPLIES	\$1,465.16
A	TO: A7020 100120	.33 COOR PARKS & SENIOR PRGRMS	\$7,061.25
A	TO: A7110 100021	PARK & REC ASST. SUPERVISOR	\$5,709.70
A	TO: A7110 106021	CARPENTER	\$607.11
A	TO: A7110 110021	PARKS OVERTIME	\$7,467.59
A	FROM: A7110 120021	PARK ATTENDANTS	\$37,878.32
A	TO: A7110 120221	SENIOR PARK ATTENDANT	\$41,542.84
A	FROM: A7110 125021	LABORER	\$2,775.33
A	FROM: A7110 130021	PARK ATTENDANTS PT (SUMMER)	\$3,208.00
A	TO: A7110 4145	PRKS MACHINERY REPAIR	\$5,520.45
A	TO: A7110 4152	PARKS DUMPSTER RENTAL	\$2,849.04
A	FROM: A7110 4153	PARKS IMPROVEMENTS	\$20,158.97
A	TO: A7110 4163	SAFETY CLOTHING SUPPLIES	\$383.99
A	TO: A7110 4302	PARKS GASOLINE	\$1,909.13
A	TO: A7110 4333	PROPANE	\$1,655.75
A	TO: A7110 4500	PARKS ELECTRICITY	\$2,878.53
A	TO: A7110 4904	PARKS MAINT & SUPPLIES	\$4,962.08
A	TO: A7270 4157	NYS MUSICIANS UNION BAND	\$750.00
A	TO: A7270 4158	TOWN BAND	\$929.97
A	FROM: A7270 4159	PROGRAM EXP & PUBLICITY	\$550.00
A	FROM: A8020 100026	PLANNING CHAIRMAN	\$1,400.00
A	TO: A8020 110026	MEMBER OF PLANNING BOARD	\$1,400.00
A	FROM: A8020 4007	GRANT WRITER CONTRACTUAL	\$20,000.00
A	FROM: A8020 4300	PLANNING CONFERENCES	\$533.97
A	FROM: A8020 4501	GRANT SERVICES	\$15,000.00
A	FROM: A8020 4522	PLANNING STUDIES	\$35,000.00
A	TO: A8189 110028	.50 MEO HEAVY LANDFILL	\$1,000.00
A	FROM: A8189 120028	LANDFILL OVERTIME	\$1,000.00

A	FROM: A8189 4323	LEACHATE DISPOSAL	\$14,164.88
A	TO: A8720 110013	BINGO INSPECTOR	\$2,212.86
HWY	TO: DA5110 100097	GIS/MAPS/LOCATION WORKER	\$607.54
HWY	TO: DA5110 100554	SR ROAD MAINT SPVR	\$3,808.05
HWY	TO: DA5110 101054	WRKNG CREW LEADER GR	\$2,672.40
HWY	FROM: DA5110 105054	SR MEO HEAVY GR	\$14,106.42
HWY	TO: DA5110 115054	MEO HEAVY GR	\$28,885.60
HWY	TO: DA5110 120054	MEO MEDIUM GR	\$4,423.76
HWY	FROM: DA5110 130054	SR LABORERS GR	\$55,692.53
HWY	TO: DA5110 135054	LABORERS GR	\$93,998.15
HWY	FROM: DA5110 160054	SEASONAL LABOR	\$2,136.00
HWY	FROM: DA5110 180054	GEN REPAIR OVERTIME	\$10,646.54
HWY	TO: DA5110 2000	EQUIPMENT	\$73,611.27
HWY	TO: DA5110 4110	VEHICLE STORAGE	\$4,790.20
HWY	FROM: DA5110 4147	HWY RESURFACING GR	\$23,629.12
HWY	FROM: DA5110 4163	HWY SAFETY UNIFORMS GR	\$7,788.54
HWY	TO: DA5110 4198	HWY COMPREHENSIVE INS GR	\$22,282.50
HWY	FROM: DA5110 4210	HWY RADIO TOWER RENTALGR	\$7,000.00
HWY	FROM: DA5110 4270	MISCELLANEOUS EXPENSES	\$491.61
HWY	FROM: DA5110 4304	FUEL GENERAL REPAIRS	\$17,251.50
HWY	TO: DA5110 4333	PROPANE	\$4,593.29
HWY	FROM: DA5110 4351	HWY BONDING ATTORNEY FEE	\$1,122.19
HWY	FROM: DA5110 4369	HWY LEGAL FEES	\$1,000.00
HWY	FROM: DA5110 4500	HWY PUMP STATION ELECTRIC	\$2,390.83
HWY	FROM: DA5110 4703	HWY MACHINE RENTAL GR	\$500.00
HWY	FROM: DA5110 4704	HWY DRUG TESTING GR	\$2,229.10
HWY	FROM: DA5110 4705	BLACKTOP AND MIX GEN REP	\$13,338.24
HWY	FROM: DA5110 4706	HWY TREE REMOVAL GEN REP	\$4,288.47
HWY	FROM: DA5110 4707	LAND AND PLOW DAMAGE REP	\$2,118.19
HWY	TO: DA5110 4708	HWY GRAVEL & SAND GEN RE	\$219.69
HWY	FROM: DA5110 4709	HWY GEN REP MISC EXPENSE	\$7,110.84

HWY	FROM: DA5110 4710	HWY GEN REP DRAINAGE	\$10,664.09
HWY	FROM: DA5110 4718	ANIMAL REMOVAL SERVICES	\$1,145.00
HWY	FROM: DA5110 4849	GIS IMPLEMENTATION	\$13,482.32
HWY	FROM: DA5110 4854	ENGINEERING SERVICES	\$25,000.00
HWY	TO: DA5112 2003	CHIPS/IMPROVEMENTS	\$262,954.00
HWY	FROM: DA5130 100055	MECHANIC - TRAINEE	\$56,500.00
HWY	FROM: DA5130 105055	MECHANIC	\$33,947.85
HWY	TO: DA5130 107055	SR HEAVY EQUIP MECHANIC	\$1,093.18
HWY	FROM: DA5130 120055	MECHANIC OVERTIME	\$7,209.55
HWY	FROM: DA5130 2000	EQUIPMENT	\$19,850.00
HWY	FROM: DA5130 2540	MISCELLANEOUS EQUIPMENT	\$250.00
HWY	FROM: DA5130 4113	HWY SM HAND TOOLS	\$777.42
HWY	FROM: DA5130 4145	HWY MACHINERY REPAIR	\$16,692.69
HWY	FROM: DA5130 4270	MISCELLANEOUS EXPENSES	\$364.51
HWY	TO: DA5130 4709	HWY MACHINERY MISC EXP	\$65.56
HWY	FROM: DA5130 4711	HWY SIDEWALK REPAIR	\$395.48
HWY	FROM: DA5130 4712	HWY GREASE OIL LUBRICNTS	\$3,870.97
HWY	TO: DA5140 100556	SR ROAD MAINT SPVR	\$12,892.08
HWY	TO: DA5140 101056	WRKNG CR LEADER BRSH	\$10,832.34
HWY	FROM: DA5140 105056	SR MEO HEAVY BRWD	\$2,442.66
HWY	TO: DA5140 115056	MEO HEAVY BRWD	\$16,135.24
HWY	TO: DA5140 120056	MEO MEDIUM BRWD	\$1,389.91
HWY	FROM: DA5140 130056	SR LABORER BRWD	\$80,359.68
HWY	TO: DA5140 135056	LABORER BRSHWD	\$60,018.85
HWY	FROM: DA5140 180056	BRUSH & WEED OVERTIME	\$17,365.90
HWY	TO: DA5140 4163	SAFETY CLOTHING SUPPLIES	\$237.60
HWY	FROM: DA5140 4304	FUEL BRUSH & WEED	\$22,016.71
HWY	FROM: DA5142 100557	SR ROAD MAINT SPVR	\$14,221.67
HWY	FROM: DA5142 101057	WKG CR LEADER SNOW	\$10,665.60
HWY	FROM: DA5142 105057	SR MEO HEAVY SNOW	\$44,810.44
HWY	TO: DA5142 115057	MEO HEAVY SNOW	\$20,168.86

HWY	FROM: DA5142 120057	MEO MEDIUM SNOW	\$9,693.55
HWY	FROM: DA5142 130057	SR LABORER SNOW	\$65,035.82
HWY	TO: DA5142 135057	SNOW LABORERS	\$44,909.37
HWY	TO: DA5142 180057	SNOW OVERTIME	\$934.43
HWY	TO: DA5142 4163	SAFETY CLOTHING SUPPLIES	\$782.76
HWY	FROM: DA5142 4304	FUEL SNOW REMOVAL	\$12,649.75
HWY	FROM: DA5142 4713	HWY SALT SNOW	\$27,519.88
HWY	FROM: DA5142 4720	HWY SAND SNOW	\$10,649.66
HWY	TO: DA5148 4304	CENTRAL DIESEL EXPENDITURES	\$8,114.69
Sewer 2	TO: S28110 100097	GIS/MAPS/LOCATION WORKER	\$607.54
Sewer 2	TO: S28110 121082	.20 PW COORDINATOR	\$1,926.43
Sewer 2	FROM: S28110 122082	.25 ACCOUNT CLERK	\$435.82
Sewer 2	FROM: S28110 123082	TOWN ENGINEER	\$2,143.61
Sewer 2	TO: S28110 180082	SEWER 2 ADMIN OT	\$45.46
Sewer 2	TO: S28110 4100	S2 OFFICE SUPPLIES	\$72.97
Sewer 2	TO: S28110 4163	SAFETY CLOTHING SUPPLIES	\$50.00
Sewer 2	TO: S28110 4300	S2 CONFERENCES/TRAINING	\$426.74
Sewer 2	TO: S28110 4333	PROPANE	\$1,986.56
Sewer 2	TO: S28110 4849	GIS IMPLEMENTATION	\$7,642.80
Sewer 2	FROM: S28110 4854	S2 ENGINEERING SERVICES	\$56,186.00
Sewer 2	TO: S28120 100083	.25 W&S MAINTSUPRVISR	\$19,075.97
Sewer 2	FROM: S28120 110083	.25 MEO CREW LEADER	\$17,870.00
Sewer 2	TO: S28120 120083	W&S MAINT. MANAGER	\$7,121.95
Sewer 2	FROM: S28120 130083	.50 WWTP OPERATOR	\$12,363.38
Sewer 2	TO: S28120 140083	W&S MAINT. WORKER	\$1,894.01
Sewer 2	TO: S28120 140583	.25 MEO HEAVY LANDFILL	\$2,141.45
Sewer 2	TO: S28120 4163	SAFETY CLOTHING SUPPLIES	\$278.00
Sewer 2	TO: S28120 4302	SEWER 2 GAS OIL LUBE	\$6,153.67
Sewer 2	TO: S28120 4333	PROPANE	\$2.37
Sewer 2	FROM: S28120 4856	SS2 EASEMENTS RITE OF WAY	\$4,273.69
Sewer 2	FROM: S28130 106084	SR WWTP OPERATOR	\$18,188.68

Sewer 2	TO: S28130 120084	SS2 OVERTIME	\$14,002.91
Sewer 2	TO: S28130 160084	WW TREATMENT PLNT OPER TRAINEE	\$4,185.77
Sewer 2	FROM: S28130 2000	EQUIPMENT	\$5,254.00
Sewer 2	FROM: S28130 2002	SS2 PUMPS & FILTERS	\$20,000.00
Sewer 2	TO: S28130 4021	CONTRACTUAL EXPENSE	\$81,440.00
Sewer 2	TO: S28130 4163	SAFETY CLOTHING SUPPLIES	\$200.00
Sewer 2	TO: S28130 4319	SS2 UNIFORMS & CLEANING	\$1,861.37
Sewer 2	TO: S28130 4600	SS2 HEAT & FUEL	\$17,997.75
Sewer 2	TO: S28130 4863	SS2 CHEMICALS	\$2,373.39
Sewer 2	FROM: S28130 4866	SS2 PLANT EQUIP REPR MAINT	\$9,522.78
Sewer 2	TO: S28130 4869	SS2 ANALYSIS H2O & SLUDGE	\$8,437.80
Sewer 2	FROM: S28130 4870	SS2 SLUDGE REMOVE/DISPOSAL	\$34,098.55
Sewer 2	TO: S28130 4904	SS2 BUILDINGS & GROUNDS	\$411.60
Sewer 7	TO: S78110 121082	.15 PW COORDINATOR	\$1,445.11
Sewer 7	TO: S78110 181082	SEWER 7 ADMIN OT	\$34.10
Sewer 7	FROM: S78110 4165	INSURANCE	\$1,479.21
Water 3	FROM: W38310 101092	.15 ACCOUNT CLERK	\$262.08
Water 3	TO: W38310 110092	.10 PW COORDINATOR	\$962.74
Water 3	FROM: W38310 123092	TOWN ENGINEER	\$723.39
Water 3	TO: W38310 180092	WATER 3 ADMIN OT	\$22.73
Water 3	FROM: W38310 4850	ENGINEERING CONSULTANT	\$19,648.64
Water 3	TO: W38320 100092	.15 SR W3 TRT PLANT OPERATOR	\$1,566.16
Water 3	TO: W38320 120092	.15 W3 TRMT PLANT OPERATOR	\$1,139.28
Water 3	FROM: W38320 130092	W3 OVERTIME	\$2,705.44
Water 3	TO: W38320 4163	SAFETY CLOTHING SUPPLIES	\$30.00
Water 3	TO: W38320 4904	W3 BLDG & GROUND MAINT	\$19,456.36
Water 3	TO: W38330 4863	W3 WATER SOFTENER	\$91.90
Water 3	TO: W38340 2000	EQUIPMENT	\$51.98
Water 3	TO: W38340 4163	SAFETY CLOTHING SUPPLIES	\$18.40
Water 5	TO: W58310 100097	GIS/MAPS/LOCATION WORKER	\$349.54
Water 5	FROM: W58310 131594	.20 ACCOUNT CLERK	\$349.54

Water 5	TO: W58340 120096	W&S MAINT. MANAGER	\$15,654.43
Water 5	FROM: W58340 150096	W5 OVERTIME	\$15,654.43

SECTION 2. This resolution shall become effective February 11, 2026.

DATED: February 11, 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 by the Town Board Meeting of the Town of Rotterdam on February 11, 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 February 13, 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, February 11, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 77.26

TO SEEK FUNDING FROM MVP AND NFC FOR ROTTERDAM TOWN PARK

WHEREAS, The Rotterdam Town Board is actively looking for grants to provide funding for our town parks and encourage healthy, active lifestyles for our residents.

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

NOW BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the supervisors and/or his designee to explore funding opportunities with MVP Healthcare and NFC for Healthy Community Grants in Rotterdam Town parks.

SECTION 2. This resolution shall become effective February 11, 2026.

DATED: February 11, 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 by the Town Board Meeting of the Town of Rotterdam on February 11, 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 February 13, 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, February 11, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 78.26

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 3 TO AN EXISTING AGREEMENT WITH KB PRIME ENGINEERING & ARCHITECTURE P.C. FOR THE ROTTERDAM WATER DISTRICT NO. 5 LEAD SERVICE LINE INVENTORY ASSISTANCE PROJECT

THEREFORE, UPON MOTION OF Councilmember **MATELITZ**, 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 negotiate and execute Amendment No. 1 to an existing agreement with KB Prime Engineering & Architecture, P.C., located at 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, to complete the annual notification required as per the Lead and Copper Rule Improvements (LCRI), in an amount not to exceed one hundred forty two thousand nine hundred dollars and 00/100 (\$142,900.00) dollars, for a new total agreement amount not exceed three hundred eighteen thousand and 400 hundred and 00/100 (\$318,400.00) dollars.

SECTION 2. This resolution shall become effective February 11, 2026.

DATED: February 11, 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 by the Town Board Meeting of the Town of Rotterdam on February 11, 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 February 13, 2026.

Megan Griffin

Megan Griffin, Town Clerk



RESOLUTION NO. 80.26

**TO ACCEPT A MONETARY DONATION FROM DISABLED AMERICAN VETERANS
FOR THE ROTTERDAM SENIOR CENTER**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts a monetary donation from the Disabled American Veterans in the amount of Five hundred dollars and 00/100 (\$500.00) dollars, for the Rotterdam Senior Center.

SECTION 2. The funds shall be made available to the Rotterdam Senior Center by increasing the budget of “Senior Outreach Programs” (A-6772 4000) by \$500.00.

SECTION 2. This resolution shall become effective February 25, 2026

DATED: February 25, 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: February 17 2026

TO: John Polimeni, Town Supervisor

FROM: Diane Marco

TITLE OF REQUEST: Disabled American Veterans Chapter 88

TO BE PLACED ON TOWN BOARD AGENDA OF: February 25, 2026

Background Information: The Town of Rotterdam has provided the Disabled American Veterans Chapter 88 with the use of the Senior Center to hold their meetings twice a month.

Evaluation/Analysis: Disabled American Veterans Chapter 88 has given the Rotterdam Senior Center a donation of \$500.00 to the Senior Center as a token of their appreciation.

Recommendation(s): Accept the \$500.00 donation from the Disabled American Veterans 88.

Attachment/Documents(s): Copy of check

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Supervisors Office

LT VIBERT O FRYER CH 88, D.A.V
739 PEARSE RD.
SCHENECTADY, NY 12309

1509

50-91/213

DATE FEB 3 20X



PAY TO THE ORDER OF ROTTERDAM SENIOR CENTER \$ 500.00

FIVE-HUNDRED AND NO CENTS X DOLLARS

Heat Reactive Ink



MEMO

Joseph J. Be...

⑆021300912⑆

288832715 1509

LOOK FOR FRAUD-DETERMINING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

RESOLUTION NO. 81.26

**TO SUPPORT OF THE SCHENECTADY FOOD COUNCIL'S ADVOCACY AND
EMPOWERMENT WORKING GROUPS REGARDING PROGRAMS AND INITIATIVES
ADDRESSING FOOD INSECURITY IN NYS FY 2027 BUDGET**

WHEREAS, it is the vision of the Schenectady County Food Council that all residents of Schenectady County will have consistent, reliable, and equitable access to a sufficient amount of healthy food for themselves and their families; and

WHEREAS, as part of achieving that vision, the Council's Advocacy and Empowerment Working Group empowers all stakeholders in our local food system to advocate for changes at all levels of government; and

WHEREAS, the Schenectady County Food Council has engaged with a wide variety of stakeholders from across our food system to develop the following priorities for the NYS FY 2027 Budget:

- Supporting legislation A1318 and S.665 which would guarantee a minimum Supplemental Nutrition Assistance Program (SNAP) minimum monthly benefit of \$100,
- Fully funding the Hunger Prevention and Nutrition Assistance Program (HPNAP) and nourish NY programs at \$75 million each;
- Passing the Good Food NY bill A.8091A and S.7638A;
- Funding NY Local Food Councils (LFCs) at \$2 Million; and

WHEREAS, the Schenectady County Food Council's Advocacy and Empowerment Working Group sent a letter requesting support of the priorities listed above in the NYS FY 2027 Budget to Governor Kathy Hochul, State Senator James Tedisco (NY-44), State Senator Patricia Fahy (NY-46), State Assemblymember Phil Steck (NY-110), State Assemblymember Angelo Santabarbara (NY-111) and State Assemblymember Mary Beth Walsh (NY-112); NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of Rotterdam officially endorses the appeal made by the Advocacy and Empowerment Working Group of the Schenectady County Food Council and urges the Governor and New York State Legislators to consider the aforementioned priorities in the New York State Fiscal Year 2027 Budget.

SECTION 2. This resolution shall become effective February 25, 2026.

DATED: February 25, 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: February 17, 2026

TO: Town Board

FROM: John Polimeni, Supervisor

TITLE OF REQUEST: A resolution in support of the Schenectady Food Council's Advocacy and Empowerment Working Groups request regarding programs and initiatives addressing food insecurity in NYS FY 2027 Budget.

TOWN BOARD MEETING: February 25, 2026

Background Information: The town desires to send this resolution in support of the Schenectady Food Council's Advocacy and Empowerment Working Groups regarding programs and initiatives addressing food insecurity and that this issue is addressed in the 2027 New York State budget.

Evaluation/Analysis: The town agrees with the vision of the Schenectady County Food Council that all residents of Schenectady County should have consistent, reliable and equitable access to a sufficient amount of healthy food for themselves and their families.

Recommendation(s): Recommend to approve this resolution and send a letter of support prioritizing the items listed above in the New York State 2027 budget to Governor Hochul, Senator Tedisco, Senator Fahy, Assemblymember Steck, Assemblymember Santabarbara and Assemblymember Walsh.

Attachment/Document(s): Letter from Schenectady County Food council

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Schenectady County Food Council

AN INITIATIVE OF THE SCHENECTADY FOUNDATION

To the Honorable Leaders of Schenectady County Municipalities:

The Schenectady County Food Council envisions a Schenectady County where all residents have equitable access to nourishing and culturally appropriate foods that are provided by a locally rooted, regenerative, and resilient food system. Through community engagement, advocacy, and cross-sector collaboration, we ensure a space for all to identify community-driven solutions for a nourishing and resilient food system. During the 2026 New York State Budget negotiations, we are calling on our local elected leaders to express their support for critical funding and policy to combat food insecurity. We ask that you introduce and pass resolutions in support of the following:

- Funding HPNAP and Nourish NY at \$75 million each
- Raising the SNAP minimum benefit to \$100 per month
- Passing the Good Food NY bill
- Funding Local Food Councils at \$2 million

Details on these policies can be found below.

As the recent federal shutdown and subsequent suspension of SNAP benefits revealed, our safety net food system is incredibly fragile. While we have and will continue to advocate for strong support to this system at the federal level, New York State has a critical role to play. We believe that food is a human right, and that no one should go hungry in the wealthiest country in the history of the earth. We know there is more than enough to meet this need, what is lacking is the political will and vision to truly combat the scourge of hunger. Please contact us at pastor@messiahschenectady.org if you have any questions, and to let us know when you expect the resolutions to be introduced and passed. We intend to have testifiers, impacted community members, and advocates present to share their stories and experiences, and to thank you for your stance and commitment.

Sincerely,

Linda Knipper & Rev. Dustin G. Longmire
Schenectady County Food Council Advocacy and Empowerment Working Group Co-Chairs

2026 SCFC Legislative Priorities 1-Pager

Fund HPNAP and Nourish New York at \$75M each. Statewide hunger relief programs serve as a backstop for New Yorkers working to make ends meet, as well as families excluded from federal nutrition programs. Especially in light of recent changes to SNAP access, ensuring all New Yorkers have consistent access to healthy food in their community must be a top priority. That is why New York must continue to support the work of hunger relief organizations by providing \$75M for the Hunger Prevention and Nutrition Assistance Program and \$75M for Nourish New York in the FY2027 budget.

Provide state funding to ensure all SNAP participants receive a monthly SNAP benefit of at least \$100. Federal changes in SNAP budgeting rules may increase the number of New Yorkers who receive the minimum benefit of just \$23 per month, wholly inadequate to meaningfully support a month of food costs. Guaranteeing a more adequate monthly benefit can also help increase SNAP participation rates and draw down more federal dollars into our state's economy. The FY2027 budget should include \$100.1M to provide a state supplement establishing a \$100 minimum SNAP benefit.

Pass the Good Food NY bill. The Good Food NY Bill offers critical tools municipalities need to prioritize local farmers and food businesses, align purchasing with community values, and reinvest public dollars into New York's own rural and urban economies. It would: modernize procurement rules, empower public institutions, expand opportunities for small & midsize NY farmers and food businesses, build the infrastructure for broader participation in local food initiatives, create transparency and clear accountability tools, and build resilience by strengthening local farms and supply chains.

Funding NYS Local Food Councils (LFCs) at \$2 Million. Local Food Councils (LFCs) offer a proven, community-rooted solution. LFCs are cross-sector, community-led coalitions working at the local and regional level to strengthen food systems through collaboration, policy change, and place-based action. They are the "connective tissue" of the food system, building statewide food democracy through shared governance. New York is already home to 13 active LFCs—from the Adirondacks to New York City to the Southern Tier—that connect thousands of residents, farmers, and small business operators who live and work within their regions to improve access to healthy food, strengthen local economies, and advance racial and economic justice in the food system. This \$2 million investment will provide the necessary infrastructure to bridge the divide between our producers, intermediaries, and consumers, ensuring that New York remains a national leader in resilient and sustainable local food economies.

RESOLUTION NO. 82.26

**TO ACCEPT BID AND AWARD CONTRACT FOR SODIUM
HEXAMETAPHOSPHATE TO SHANNON CHEMICAL CORP**

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:

SODIUM HEXAMETAPHOSPHATE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Sodium Hexametaphosphate for the Town of Rotterdam to Shannon Chemical Corp, corporate offices located at PO Box 376, Malvern, Pennsylvania, 19355, with a bid amount not to exceed eighty-three and 72/100 (\$83.72) dollars per 50-pound bag.

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 February 25, 2026.

DATED: February 25, 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: February 13th, 2026

TO: Supervisor, John Polimeni

FROM: Justin Peterson, Sr. Water Treatment Plant Operator

TITLE OF LEGISLATIVE REQUEST: Award bid- Sodium Hexametaphosphate

TO BE PLACED ON TOWN BOARD AGENDA OF: February 25, 2026

TO BE PLACED ON TOWN BOARD MEETING OF: February 25, 2026

Background Information: Water treatment plant bids attached.

Evaluation/Analysis: Shannon Chemical Corp. was the lowest bidder to provide Sodium Hexametaphosphate for 2026.

Recommendation(s): Town Board award bid to Shannon Chemical Corp. -Opened February 13th, 2026

Attachment/Documents(s): Bid packet and result worksheet.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WAS PREPARED BY: Supervisor's Office

BID FOR SODIUM HEXAMETAPHOSPHATE

BID FOR: Sodium Hexametaphosphate
 DATE OF TB MTG. & RESOLUTION #: 1/28/26 Res #61.26
 DATE BID PACKETS BECOME AVAILABLE: 1/30/26
 DATE PUBLISHED IN NEWSPAPER: 1/30/26
 DATE & TIME BIDS TO BE OPENED: 2/13/26 @10:30am

# Req@TC Office	Dropped off & Time Received	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	2/9/2026 UPS @ 10am	MG	Slack Chemical Co Inc. slack@slackchem.com	465 So. Clinton Street Carthage, NY 13619	Monica Ossont	315-493-3931	n/a	NO BID	NO BID - ONLY WANTS BID TABULATION MAILED
2	2/12/2026 Fedex @ 12:40pm	MG	Amrex Chemical Co. Inc. pam@amrexchemical.com	117 E. Frederick Street Binghamton, NY 13902	Pamela Rexer	607-772-8784	n/a	\$141.50	
3	Bidnet	MG	Aqua Smart david@aquasmartinc.com	3710 Atlanta Industrial Pkwy Atlanta, Georgia, 30331	David Bogart	404-696-4406	n/a	\$89.00	
4	Bidnet	MG	Carus LLC bids@carusllc.com	315 Fifth Street Peru, IL 61354	Elizabeth Smith	800-435-6856 X6503	n/a	\$84.50	
5	Bidnet	Mg	Chemrite Incorporated orders@chemrite.com	5202 Belle Wood Ct. Ste. 104 Buford, GA 30518	Aaron Opp	770-271-5576	n/a	\$89.35	
6	bidnet	g	George S. Coyne Chemical Co. Inc. bidadministration@coynec hermical.com	3015 State Road Croydon, Pennsylvania, 19021-6997	Patti Leffler	215-785-3000 X7125	n/a	\$89.03	80 bag minimum per delivery
7	bidnet	mg	Shannon Chemical Corp. dcflynn@shannonchem.co m	P.O. Box 376 Malvern, Pennsylvania, 19355	Daniel C Flynn	610-363-9090	n/a	83.72	

BidPacketrelatedItems/AllBidDoc/BidSheetTemplate

BID FOR SODIUM HEXAMETAPHOSPHATE

# Req	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
8	bidnet	mg	Univar Solutions USA LLC Muniteam- West@UnivarSolutions.co m	8809 S Pointe Pkwy E # 1003 Phoenix, Arizona, 85044	Raven Claudio	(602) 469- 4351	n/a	NO BID	NO BID - Unable to support delivery area

Shannon
Chem.

Town of Rotterdam
Request for Bids

SODIUM
HEXAMETAPHOSPHATE

Bid Opening:
Friday, February 13, 2026
@ 10:30 A.M.

TOWN OF ROTTERDAM
BID FORM

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

SODIUM HEXAMETAPHOSPHATE

Minimum amount required: 18,000 lbs.

Unit price per 50-pounds delivered to the Town of Rotterdam Water Treatment Plant, 49 Rice Road, Rotterdam, New York 12306.

Price per 50 lbs.: \$ 83.72

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

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

DCM Daniel C. Flynn, President
Signature

Shannon Chemical Corporation
Name of Company or Corporation

P.O. Box 376
Address

Malvern PA 19355
City State Zip

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

Town of Rotterdam
SODIUM HEXAMETAPHOSPHATE

Detailed Specifications

This proposal will consist of furnishing Sodium Hexametaphosphate, required for a 12-month period for Water District #5 of the Town of Rotterdam, according to the following specifications:

Sodium Hexametaphosphate: According to AWWA Standard B502-17, and the following supplementary specifications:

Section 3: Definitions - 6. Sodium polyphosphate, glassy: A glassy solid that is a soluble sodium phosphate containing Na₂O and P₂O₅ in a molar ratio of approximately 1.1 Na₂O to 1.0 P₂O₅. It is an amorphous mixture of long-chain polyphosphates with the formula Na_n+2PnO_{n+1} . The approximate value of n is either 12-16 or 18-21.

Section 4.1: Physical Requirements - Material shall be glass plate type only. Pulverized or granular/powder form is not acceptable. Material shall be manufactured and produced in the U.S.A. Materials manufactured in foreign countries will not be acceptable.

Section 6.1: Marking - An Affidavit of Compliance shall be furnished with the shipment, attesting that the sodium hexametaphosphate furnished under the purchaser's specifications complies with all applicable specifications of this standard.

Section 6.2: Packaging and Shipping: - The material shall be furnished in 50 lb. moisture proof bags. Material shall include Freight on Board (F.O.B.) charges to Rotterdam Water Treatment Plant, 49 Rice Road, Rotterdam, New York. Material shall be delivered in a minimum of 2 shipments.

NOTE: A straight delivery truck or short trailer is necessary, and an electric pallet jack is required for delivery. Pallets are to be placed inside of the building. Delivery requires 1 days' notice from the carrier.

Questions should be submitted in writing to Justin Peterson, Town of Rotterdam Water Treatment Plant – jpeterson@rotterdamny.org or by calling 518-393-1131.

DCM -

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before 10:30 a.m. on February 13, 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 and received by 10:30 a.m. February 13, 2026 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 Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.

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

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NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: Shannon Chemical Corporation

Signed by: Daniel C. Flynn Title: President

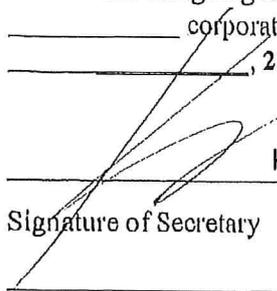
Signature:  Date: 01/30/26

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

Resolved that Daniel C. Flynn be authorized to sign and submit the bid or proposal of this corporation for Sodium Hexametaphosphate 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 Shannon Chemical corporation at a meeting of its board of directors held on the 18th day of December, 2025.

(SEAL OF THE CORPORATION)



Kevin Flynn
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

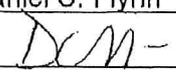
Date

**TOWN OF ROTTERDAM
WAIVER OF IMMUNITY CLAUSE**

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

Name of Firm: Shannon Chemical Corporation

Signed by: Daniel C. Flynn Title: President

Signature:  Date: 01/30/26

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

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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;

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- o 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

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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

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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

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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.

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RESOLUTION NO. 61.26

Call for bids for sodium hexametaphosphate for water district #5 treatment plant

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Sodium Hexametaphosphate for Water District #5 Treatment Plant.

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, the 13th of February 2026, at 10:30 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 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:

SODIUM HEXAMETAPHOSPHATE SERVICES

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 by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:30 A.M., FEBRUARY 13, 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.

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

DATED: January 28, 2026

BidNet: Please publish on January 30, 2026

Daily Gazette: Please publish once on January 30, 2026

Town Clerk Post

SECTION 3. This resolution shall become effective January 28, 2026.

DATED: January 28, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

DUM



Shannon Chemical Corp.
P.O. Box 376 • Malvern, PA 19355 • Phone: (610) 363-9390 • Fax: (610) 624-6950

SHAN-O-PHOS (Glass Plate)

Affidavit of Compliance

SHANNON CHEMICAL CORPORATION certifies that SHAN-O-PHOS (Glass Plate) complies in all aspects to the bid specifications for the Town of Rotterdam, NY.

SHANNON CHEMICAL CORPORATION certifies that SHAN-O-PHOS (Glass Plate) is accepted by the EPA for use as a corrosion control additive in potable drinking water. SHAN-O-PHOS (Glass Plate) is approved by the National Sanitation Foundation under Standard 60. All raw materials used in the formulation of SHAN-O-PHOS (Glass Plate) meet or exceed the specifications for additives to potable drinking water as stated in the Water Chemical Codex and the Water Chemical Codex; Supplementary Recommendations for Direct Additives.

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Daniel C. Flynn
President

SHANNON CHEMICAL CORPORATION



Shannon Chemical Corp.

RD. Box 376 - Malvern, PA 19355 - Phone: (610) 363-9090 - Fax: (610) 524-6050

LETTER OF CERTIFICATION

SHAN-O-PHOS (Glass Plate)

Corrosion Inhibitor & Sequestering Agent

Water Treatment Compound

SHANNON CHEMICAL CORPORATION certifies that SHAN-O-PHOS, plain unadjusted sodium hexametaphosphate (SHMP) is EPA & NSF Standard 60 approved under its manufacturers name.

The specifications for SHAN-O-PHOS are:

Phosphate as PO_2O_5	67.5%
Phosphate as PO_4	89.9%
pH (1% solution)	6.78
Heavy Metals	Less than .001%
Color	White
Solubility (#/gallon)	5# per gallon

The raw materials used in the formulation of the SHMP meet or exceed the specifications for additives to potable drinking water as stated in the Water Chemicals Codex and the Water Chemicals Codex: Supplementary Recommendations For Direct Additives.

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Daniel C. Flynn
President
SHANNON CHEMICAL CORPORATION



Shannon Chemical Corp.

P.O. Box 376 Malvern, PA 19355 • Phone: (610) 363-9090 • Fax: (610) 324-6950

Safety Data Sheet

SECTION 1: IDENTIFICATION OF THE PRODUCT AND COMPANY

1.1 Product Identifier

Product Name	• SHAN-O-PHOS- Glass Plate
Synonyms	• SHMP; Sodium Polyphosphate
CAS Number	• 10124-56-8
SDS Number/Grade	•

1.2 Use of Substance/Mixture

Recommended use	• Water treatment; metal ion sequestrant; corrosion inhibitor
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1.3 Company Identification

Name	• Shannon Chemical Corporation
Address	• P.O. Box 376 Malvern, PA 19355

1.4 Contact Information

Information #	• (610) 363-9090
Chem Tel #	• (800) 255-3924
Emergency #	• (484) 354-9773

SECTION 2: HAZARDS IDENTIFICATION

2.1 Emergency Overview

• **SHAN-O-PHOS** is an odorless, white powder. **SHAN-O-PHOS** is neither flammable nor combustible. Emergency response individuals should wear the appropriate PPE suitable for the situation to which they are responding.

- The primary routes of exposure for **SHAN-O-PHOS** are through inhalation.

2.2 Potential Health Effects

Inhalation:	• May cause respiratory irritation and/or distress.
Contact with Skin or Eyes:	• Contact with eyes may cause irritation and burning. Rinse eyes thoroughly with water. Skin contact for a prolonged period of time may result in reddening, discomfort, irritation and burning. Rinse exposed area after exposure.

Skin Absorption:	• Skin absorption is not a significant route of overexposure.
Ingestion	• Do not ingest. If the product is swallowed, irritation and burns of the mouth, throat and esophagus may occur.
Acute	• This product is non-corrosive. Contact may result in irritation and burning.
Chronic	• Stomach pains, metallic taste, vomiting, lung irritation and difficulty breathing may result from, prolonged exposure to high concentrations of mist.
Target Organs	• Skin, eyes, respiratory system

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

SHAN-O-PHOS- Glass Plate

Synonyms	• SHMP; Sodium Polyphosphate
CAS-No.	• 10124-56-8

SECTION 4: FIRST AID MEASURES

4.1 Eye Exposure	• Flush eyes with running water for 10-15 minutes. If individual is wearing contact lenses, remove them. Hold eyelids apart while flushing with water. Seek medical attention.
4.2 Skin Exposure	• Rinse with water for 5 minutes. Remove and wash any clothing exposed to the solution before reuse. If irritation and swelling persist, seek medical attention.
4.3 Inhalation	• Remove from further exposure. Expose individual to fresh air. If not breathing, give proper artificial respiration. If breathing is difficult, trained personnel should administer oxygen. Seek immediate medical attention.
4.4 Ingestion	• If victim is conscious and alert give 2-3 glasses of water. Do Not induce vomiting. Do not give anything to drink to an unconscious person. Do not leave victim unattended. To prevent aspiration, lay victim on side with head lower than waist. Vomiting may occur simultaneously. Seek immediate medical attention.

SECTION 5: FIREFIGHTING MEASURES

5.1 Extinguishing Media

Suitable Extinguishing Media	• Not combustible. Use extinguishing media suitable for surrounding fire.
Unsuitable Extinguishing	• None

Media

5.2 Special Hazards

Unusual Fire and Explosion Hazards • None

Special Fire Fighting Procedures • None

SECTION 6: ACCIDENTAL RELEASE MEASURES**6.1 Personal Precautions, Protective Equipment & Emergency Procedures**

Personal Precaution • Do not touch or walk through spilled material.

Emergency Procedures • Keep unauthorized personnel away.

6.2 Methods and Material for Containment and Cleaning Up

Containment/Clean-up • Sweep or vacuum up and place in appropriate closed container. Avoid dispersal of dust in the air. **LARGE SPILLS:** Cover powder with plastic sheet or tarp to minimize spreading.

SECTION 7: HANDLING AND STORAGE**7.1 Precautions for Safe Handling**

Handling • **SHAN-O-PHOS** solutions are neutral in acidity and should be handled in an appropriate manner. Avoid contact with skin, eyes, clothing and mucous membranes. Wear protective clothing. Handle and use in a manner consistent with good industrial/manufacturing techniques and practices. Use in a well-ventilated area.

7.2 Conditions for Safe Storage, Including Any Incompatibilities

Storage • Store in a cool, dry location away from direct sunlight and source of heat. Store away from incompatible materials. (See Section 10)

SECTION 8: EXPOSURE CONTROL/PERSONAL PROTECTION**8.1 Control Parameters**

Exposure Limits/Guidelines •

Engineering Measures/Controls •

8.2 Personal Protections

Respiratory Protection	• None
Skin Protection	• Where direct contact is likely, wear neoprene chemical resistant gloves and a protective apron or chemical suit if necessary.
Eye Protection	• Wear chemical splash goggles and/or a face shield when eye and face contact is possible due to splashing or material handling and transfer.
Body Protection	• A rubber apron or other impermeable body protection is suggested. Full body chemical protective clothing is recommended for emergency response procedures.
Ventilation Protection	• Not required

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1 General Information

Appearance	• White Powder/platelet
Odor	• None
Odor Threshold	

9.2 Important Health Safety and Environmental Information

pH 1% Solution:	• 6.4 to 7.0
Melting/Freezing Point:	• No Data
Boiling Point/ Range:	• No Data
Flash Point:	• No Data
Evaporation Rate:	• No Data
Flammability (solid, gas):	• No Data
Flammability	• No Data
Explosive Limits:	• No Data
Vapor Pressure:	• No Data
Vapor Density:	• No Data
Relative Density:	• No Data
Solubility (ies):	• Infinitely soluble
Partition Coefficient:	• No Data
Auto-ignition Temperature:	• No Data
Decomposition Temperature:	• No Data
Viscosity:	• No Data
Product Density:	• 1.2 – 1.35 gr/cm ³

SECTION 10: STABILITY AND REACTIVITY

10.1 Chemical Stability

- Stable under normal ambient conditions of temperature and pressure.

10.2 Conditions to Avoid

- None

10.3 Incompatible Materials

- None

10.4 Hazardous Decomposition Products

- Toxic fumes of PO_x may be emitted if decomposition temperature is reached.

10.5 Hazardous Polymerization

- Will not occur

Suspected Cancer Agent

- This product or its raw material ingredients are not found on any of the following lists: Federal OSHA Z List, NTP, IARC, and CAL/OSHA. Not a known carcinogen.

Sensitization Effects

- This product contains no known sensitizers with repeated or prolonged use.

SECTION 11: TOXICOLOGICAL INFORMATION**Reproductive Toxicity Information**

- | | |
|-----------------------|---|
| Mutagenicity | • No reported mutagenic effects in humans |
| Embryotoxicity | • No reported embryotoxic effects in humans |
| Teratogenicity | • No reported teratogenesis effects in humans |
| Reproductive Toxicity | • No reported reproductive toxicity effects in humans |

SECTION 12: ECOLOGICAL INFORMATION

- | | |
|------------------------------------|--|
| Biodegradability | • Anaerobic |
| Ecotoxicity | • Not Available |
| Biological Oxygen Demand (BOD5) | • Not Available |
| Chemical Oxygen Demand | • Not Available |
| Additional Ecological Information: | • The phosphate component of this product may act as a plant nutrient causing eutrofication. |

SECTION 13: DISPOSAL CONSIDERATIONS**13.1 Product Waste**

- In case of spill, contain material and call local authorities for emergency assistance. Collect in appropriate containers. Dispose of all waste in accordance with appropriate Federal, State and local regulations.

13.2 Container Disposal

- State and local requirements for container disposal often differ with Federal laws. Consult local authorities regarding proper disposal of drums and containers.

SECTION 14: TRANSPORT INFORMATION

Proper Shipping Name	• Water Treatment Compound
DOT Hazard Class	• Non-Hazardous
Label Requirements	• Non-Corrosive
Reportable Quantity (RQ)	• N/A

SECTION 15: REGULATORY INFORMATION

This product is subject to the reporting requirements of Section 302, 304 and 313 Title III of the Superfund Amendments and Reauthorization Act as follows:

Product	CAS #
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SECTION 16: OTHER INFORMATION

Preparation Date: 01/01/2014
Last Revision Date: 06/01/2018



OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of NSF/ANSI/CAN 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on January 20, 2026.

Shannon Chemical Corp.
P.O. Box 376
Malvern, PA 19355
610-363-9090

Facility: Exton, PA

Chemical/ Trade Name	Function	Max Use
Blended Corrosion Inhibitor		
SHAN-NO-CORR Lead Free [ZN]	Corrosion & Scale Control	15 mg/L
SNC-4442	Corrosion & Scale Control	13 mg/L
SNC-Lead Free [ZN]		
SNC-N2	Sequestering	
SNC-NO LEAD [ZN]	Corrosion & Scale Control	15 mg/L
Blended Phosphates		
SLI-1226	Corrosion & Scale Control	10 mg/L
SLI-5215	Corrosion & Scale Control	27 mg/L
Sequestering		
SLI-5225	Corrosion & Scale Control	28 mg/L
Sequestering		
SLI-5230	Corrosion & Scale Control	26 mg/L
Sequestering		
SLI-5240	Corrosion & Scale Control	28 mg/L
Sequestering		
SLI-5250	Corrosion & Scale Control	28 mg/L
Sequestering		
SLI-5260	Corrosion & Scale Control	28 mg/L
Sequestering		
SLI-5270	Corrosion & Scale Control	28 mg/L
Sequestering		
SLI-5275	Corrosion & Scale Control	30 mg/L
Sequestering		
SLI-5285	Corrosion & Scale Control	28 mg/L
Sequestering		
SLI-5370	Corrosion & Scale Control	28 mg/L
Sequestering		
SLI-5385	Corrosion & Scale Control	28 mg/L
Sequestering		
SLI-7150	Corrosion & Scale Control	30 mg/L
SLI-7275	Corrosion & Scale Control	30 mg/L
Sequestering		

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SLI-7425	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-7450	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-7575	Corrosion & Scale Control	27	mg/L
	Sequestering		
SLI-B	Corrosion & Scale Control	27	mg/L
SLI-DP	Corrosion & Scale Control	30	mg/L
SLI-HP	Corrosion & Scale Control	30	mg/L
	Sequestering		
SLI-K200	Corrosion & Scale Control	36	mg/L
	Sequestering		
SNC-1226	Corrosion & Scale Control	14	mg/L
SNC-5210	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5220	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5225	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5230	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5240	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5250	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5270	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5275	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5295	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5420	Corrosion & Scale Control	10	mg/L
SNC-5520	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-7220	Corrosion & Scale Control	12	mg/L
	Sequestering		
SNC-7435	Corrosion & Scale Control	10	mg/L
SNC-HW	Corrosion & Scale Control	10	mg/L
SNC-RS2	Corrosion & Scale Control	10	mg/L
SNC-TYPE B	Corrosion & Scale Control	10	mg/L
Citric Acid ^[2] ^[3]			
SE-CA-50	Membrane Cleaner	N/A	
	Well Cleaning Aid		
Hydrofluosilicic Acid			
SE-1900 L-25	Fluoridation	5	mg/L
Miscellaneous Corrosion Chemicals			
SHAN-NO-CORR ^[ZN]	Corrosion & Scale Control	10	mg/L
SHAN-NO-CORR Plus, SNC + ^[ZN]	Corrosion & Scale Control	10	mg/L
SHAN-NO-CORR TYPE L ^[ZN]	Corrosion & Scale Control	20	mg/L
SHAN-NO-CORR TYPE N ^[ZN]	Corrosion & Scale Control	10	mg/L

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SHAN-NO-CORR-ZOP [ZN]	Corrosion & Scale Control	10	mg/L
SLI-333 [ZN]	Corrosion Control	25	mg/L
SLI-444 S	Corrosion & Scale Control	25	mg/L
SNC-444	Corrosion & Scale Control	10	mg/L
SNC-444 S	Corrosion & Scale Control	18.6	mg/L
SNC-ZOP 123 [ZN]	Corrosion & Scale Control	11	mg/L
SNC-ZOP 321 [ZN]	Corrosion & Scale Control	11	mg/L
Miscellaneous Treatment Chemical			
RSC-100X [1]	Ion Exchange Supplement	750	mg/L
Monosodium Orthophosphate			
SLI-5179	Corrosion Control	25	mg/L
SLI-SE 100	Corrosion Control	25	mg/L
SNC-5179	Corrosion & Scale Control	12.6	mg/L
	Sequestering		
SNC-MSP	Corrosion & Scale Control	12.6	mg/L
	Sequestering		
Phosphoric Acid			
SLI-PHOS 36	Corrosion & Scale Control	25	mg/L
SLI-PHOS 50	Corrosion & Scale Control	20.5	mg/L
SLI-PHOS 75	Corrosion & Scale Control	12	mg/L
Potassium Permanganate [PO]			
SE-3955 C	Disinfection & Oxidation Oxidant	50	mg/L
SE-3955 F	Disinfection & Oxidation Oxidant	50	mg/L
SE-3955 N	Disinfection & Oxidation Oxidant	50	mg/L
Sodium Acid Pyrophosphate			
SNC-318	Corrosion & Scale Control	12	mg/L
SNC-5185	Corrosion & Scale Control	12	mg/L
Sodium Permanganate [PO]			
SE-2355-10	Disinfection & Oxidation Oxidant	352	mg/L
SE-2355-15	Disinfection & Oxidation Oxidant	234	mg/L
SE-2355-20	Disinfection & Oxidation Oxidant	176	mg/L
SE-2355-25	Disinfection & Oxidation Oxidant	140	mg/L
SE-2355-40	Disinfection & Oxidation Oxidant	88	mg/L
Sodium Polyphosphates, Glassy			
SHAN-O-PHOS	Corrosion & Scale Control	10.7	mg/L
	Sequestering		
SLI-5125	Corrosion & Scale Control	42.8	mg/L
	Sequestering		
SLI-5130	Corrosion & Scale Control	35.6	mg/L
	Sequestering		

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SLI-5135	Corrosion & Scale Control Sequestering	30.5	mg/L
SLI-5140	Corrosion & Scale Control Sequestering	26.7	mg/L
SLI-Quest 25	Corrosion & Scale Control Sequestering	42.8	mg/L
SLI-Quest 30	Corrosion & Scale Control Sequestering	35.6	mg/L
SLI-Quest 35	Corrosion & Scale Control Sequestering	30.5	mg/L
SLI-Quest 40	Corrosion & Scale Control Sequestering	26.7	mg/L
SNC-5190	Corrosion & Scale Control Sequestering	10.7	mg/L
Sodium Tripolyphosphate			
SHAN-0-POLY	Corrosion & Scale Control Sequestering	12	mg/L
SNC-5177	Corrosion & Scale Control Sequestering	12	mg/L
Tetrapotassium Pyrophosphate			
SLI-6120	Corrosion & Scale Control Sequestering	30	mg/L
SLI-6134	Corrosion & Scale Control Sequestering	22.5	mg/L
SLI-K100	Corrosion & Scale Control Sequestering	30	mg/L
SLI-KPHOS	Corrosion & Scale Control Sequestering	22.5	mg/L
SNC-6157	Corrosion & Scale Control Sequestering	14	mg/L
SNC-KPHOS	Corrosion & Scale Control Sequestering	14	mg/L
Zinc Chloride [ZN]			
SLI-2125	Corrosion & Scale Control	15	mg/L
SLI-2150	Corrosion & Scale Control	8	mg/L
SLI-2162	Corrosion & Scale Control	6	mg/L
Zinc Orthophosphate [ZN]			
SLI 3535	Corrosion & Scale Control	24	mg/L
SLI 4217	Corrosion & Scale Control	28	mg/L
SLI 5050	Corrosion & Scale Control	17	mg/L
SLI-1010	Corrosion & Scale Control	20	mg/L
SLI-1021	Corrosion & Scale Control	22	mg/L
SLI-1521-C	Corrosion & Scale Control	22	mg/L
SLI-2020	Corrosion & Scale Control	10	mg/L
SLI-321	Corrosion & Scale Control	10	mg/L
SLI-321L	Corrosion & Scale Control	10	mg/L
SLI-5024	Corrosion & Scale Control	16	mg/L
SLI-5210	Corrosion & Scale Control	20	mg/L
SLI-5215	Corrosion & Scale Control	40	mg/L
SLI-5216	Corrosion & Scale Control	29	mg/L

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SLI-5217	Corrosion & Scale Control	28	mg/L
SLI-5218	Corrosion & Scale Control	25	mg/L
SLI-5219	Corrosion & Scale Control	22	mg/L
SLI-7215	Corrosion & Scale Control	28	mg/L
SLI-932	Corrosion & Scale Control	26	mg/L
SLI-939	Corrosion & Scale Control	25	mg/L

- [1] This product is designed to be used in conjunction with ion exchange resins for the purpose of reducing radium from drinking water.
- [2] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.
- [3] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.
- [PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.
- [ZN] Based on an evaluation of health effects data, the level of zinc in the finished drinking water shall not exceed 2.0 mg/L.

Facility: Dallas, TX

Chemical/ Trade Name	Function	Max Use	
Blended Corrosion Inhibitor			
SHAN-NO-CORR Lead Free [ZN]	Corrosion & Scale Control	15	mg/L
SNC-4442	Corrosion & Scale Control Sequestering	13	mg/L
SNC-Lead Free [ZN]	Corrosion & Scale Control	15	mg/L
SNC-N2	Corrosion & Scale Control	10	mg/L
SNC-NO LEAD [ZN]	Corrosion & Scale Control	15	mg/L
Blended Phosphates			
SLI-1226	Corrosion & Scale Control	27	mg/L
SLI-5215	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5225	Corrosion & Scale Control Sequestering	26	mg/L
SLI-5230	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5240	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5250	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5260	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5270	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5275	Corrosion & Scale Control Sequestering	30	mg/L
SLI-5285	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5370	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5385	Corrosion & Scale Control Sequestering	28	mg/L

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SLI-7150	Corrosion & Scale Control	30	mg/L
SLI-7275	Corrosion & Scale Control	30	mg/L
	Sequestering		
SLI-7425	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-7450	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-7575	Corrosion & Scale Control	27	mg/L
	Sequestering		
SLI-B	Corrosion & Scale Control	27	mg/L
SLI-DP	Corrosion & Scale Control	30	mg/L
SLI-HP	Corrosion & Scale Control	30	mg/L
	Sequestering		
SLI-K200	Corrosion & Scale Control	36	mg/L
	Sequestering		
SNC-1226	Corrosion & Scale Control	14	mg/L
SNC-5210	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5220	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5225	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5230	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5240	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5250	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5270	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5275	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5295	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5420	Corrosion & Scale Control	10	mg/L
SNC-5520	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-7220	Corrosion & Scale Control	12	mg/L
	Sequestering		
SNC-7435	Corrosion & Scale Control	10	mg/L
SNC-HW	Corrosion & Scale Control	10	mg/L
SNC-RS2	Corrosion & Scale Control	10	mg/L
SNC-TYPE B	Corrosion & Scale Control	10	mg/L
Citric Acid ^[2] [3]			
SE-CA-50	Membrane Cleaner	N/A	
	Well Cleaning Aid		
Hydrofluosilicic Acid			
SE-1900 L-25	Fluoridation	5	mg/L
Miscellaneous Corrosion Chemicals			
SHAN-NO-CORR ^[ZN]	Corrosion & Scale Control	10	mg/L

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SHAN-NO-CORR Plus, SNC + [ZN]	Corrosion & Scale Control	10	mg/L
SHAN-NO-CORR TYPE L [ZN]	Corrosion & Scale Control	20	mg/L
SHAN-NO-CORR TYPE N [ZN]	Corrosion & Scale Control	10	mg/L
SLI-333 [ZN]	Corrosion Control	25	mg/L
SLI-444 S	Corrosion & Scale Control	25	mg/L
SNC-444	Corrosion & Scale Control	10	mg/L
SNC-444 S	Corrosion & Scale Control	18.6	mg/L
Miscellaneous Treatment Chemical			
RSC-100X [1]	Ion Exchange Supplement	750	mg/L
Monosodium Orthophosphate			
SLI-5179	Corrosion Control	25	mg/L
SLI-SE 100	Corrosion Control	25	mg/L
SNC-5179	Corrosion & Scale Control	12.6	mg/L
	Sequestering		
SNC-MSP	Corrosion & Scale Control	12.6	mg/L
	Sequestering		
Phosphoric Acid			
SLI-PHOS 36	Corrosion & Scale Control	25	mg/L
SLI-PHOS 50	Corrosion & Scale Control	20.5	mg/L
SLI-PHOS 75	Corrosion & Scale Control	12	mg/L
Potassium Permanganate [PO]			
SE-3955 C	Disinfection & Oxidation Oxidant	50	mg/L
SE-3955 F	Disinfection & Oxidation Oxidant	50	mg/L
SE-3955 N	Disinfection & Oxidation Oxidant	50	mg/L
Sodium Acid Pyrophosphate			
SNC-318	Corrosion & Scale Control	12	mg/L
SNC-5105	Corrosion & Scale Control	12	mg/L
Sodium Permanganate [PO]			
SE-2355-10	Disinfection & Oxidation Oxidant	352	mg/L
SE-2355-15	Disinfection & Oxidation Oxidant	234	mg/L
SE-2355-20	Disinfection & Oxidation Oxidant	176	mg/L
SE-2355-25	Disinfection & Oxidation Oxidant	140	mg/L
SE-2355-40	Disinfection & Oxidation Oxidant	88	mg/L
Sodium Polyphosphates, Glassy			
SHAN-O-PHOS	Corrosion & Scale Control	10.7	mg/L
	Sequestering		
SLI-5125	Corrosion & Scale Control	42.8	mg/L
	Sequestering		
SLI-5130	Corrosion & Scale Control	35.6	mg/L
	Sequestering		

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SLI-5135	Corrosion & Scale Control	30.5	mg/L
	Sequestering		
SLI-5140	Corrosion & Scale Control	26.7	mg/L
	Sequestering		
SLI-Quest 25	Corrosion & Scale Control	42.8	mg/L
	Sequestering		
SLI-Quest 30	Corrosion & Scale Control	35.6	mg/L
	Sequestering		
SLI-Quest 35	Corrosion & Scale Control	30.5	mg/L
	Sequestering		
SLI-Quest 40	Corrosion & Scale Control	26.7	mg/L
	Sequestering		
SNC-5190	Corrosion & Scale Control	10.7	mg/L
	Sequestering		
Sodium Tripolyphosphate			
SHAN-O-POLY	Corrosion & Scale Control	12	mg/L
	Sequestering		
SNC-5177	Corrosion & Scale Control	12	mg/L
	Sequestering		
Tetrapotassium Pyrophosphate			
SLI-6120	Corrosion & Scale Control	30	mg/L
	Sequestering		
SLI-6134	Corrosion & Scale Control	22.5	mg/L
	Sequestering		
SLI-K100	Corrosion & Scale Control	30	mg/L
	Sequestering		
SLI-KPHOS	Corrosion & Scale Control	22.5	mg/L
	Sequestering		
SNC-6157	Corrosion & Scale Control	14	mg/L
	Sequestering		
SNC-KPHOS	Corrosion & Scale Control	14	mg/L
	Sequestering		
Zinc Chloride [Zn]			
SLI-2125	Corrosion & Scale Control	15	mg/L
SLI-2150	Corrosion & Scale Control	8	mg/L
SLI-2162	Corrosion & Scale Control	6	mg/L
Zinc Orthophosphate [Zn]			
SLI 3535	Corrosion & Scale Control	24	mg/L
SLI 4217	Corrosion & Scale Control	28	mg/L
SLI 5050	Corrosion & Scale Control	17	mg/L
SLI-1010	Corrosion & Scale Control	20	mg/L
SLI-1021	Corrosion & Scale Control	22	mg/L
SLI-1521-C	Corrosion & Scale Control	22	mg/L
SLI-2020	Corrosion & Scale Control	10	mg/L
SLI-321	Corrosion & Scale Control	10	mg/L
SLI-321L	Corrosion & Scale Control	10	mg/L
SLI-5024	Corrosion & Scale Control	16	mg/L
SLI-5210	Corrosion & Scale Control	20	mg/L
SLI-5215	Corrosion & Scale Control	40	mg/L
SLI-5216	Corrosion & Scale Control	29	mg/L

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SLI-5217	Corrosion & Scale Control	28	mg/L
SLI-5218	Corrosion & Scale Control	25	mg/L
SLI-5219	Corrosion & Scale Control	22	mg/L
SLI-7215	Corrosion & Scale Control	28	mg/L
SLI-932	Corrosion & Scale Control	26	mg/L
SLI-939	Corrosion & Scale Control	25	mg/L

- [1] This product is designed to be used in conjunction with ion exchange resins for the purpose of reducing radium from drinking water.
- [2] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.
- [3] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.
- [P0] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.
- [Z0] Based on an evaluation of health effects data, the level of zinc in the finished drinking water shall not exceed 2.0 mg/L.

Facility: Exton , PA

Chemical/ Trade Name	Function	Max Use	
Blended Phosphates			
SLI-1226	Corrosion & Scale Control	27	mg/L
SLI-5215	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5225	Corrosion & Scale Control Sequestering	26	mg/L
SLI-5230	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5240	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5250	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5260	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5270	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5275	Corrosion & Scale Control Sequestering	30	mg/L
SLI-5285	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5370	Corrosion & Scale Control Sequestering	28	mg/L
SLI-5385	Corrosion & Scale Control Sequestering	28	mg/L
SLI-7275	Corrosion & Scale Control Sequestering	30	mg/L
SLI-7425	Corrosion & Scale Control Sequestering	28	mg/L
SLI-7450	Corrosion & Scale Control Sequestering	28	mg/L

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SLI-7575	Corrosion & Scale Control Sequestering	27	mg/L
SLI-B	Corrosion & Scale Control	27	mg/L
SLI-HP	Corrosion & Scale Control Sequestering	30	mg/L
SNC-5210	Corrosion & Scale Control Sequestering	10	mg/L
SNC-5220	Corrosion & Scale Control Sequestering	10	mg/L
SNC-5225	Corrosion & Scale Control Sequestering	10	mg/L
SNC-5230	Corrosion & Scale Control Sequestering	10	mg/L
SNC-5240	Corrosion & Scale Control Sequestering	10	mg/L
SNC-5250	Corrosion & Scale Control Sequestering	10	mg/L
SNC-5270	Corrosion & Scale Control Sequestering	10	mg/L
SNC-5275	Corrosion & Scale Control Sequestering	10	mg/L
SNC-5295	Corrosion & Scale Control Sequestering	10	mg/L
Citric Acid ^[1] (WL)			
SE-CA-50	Membrane Cleaner Well Cleaning Aid	N/A	
Dipotassium Orthophosphate			
SLI-7150	Corrosion & Scale Control	30	mg/L
SLI-DP	Corrosion & Scale Control	30	mg/L
Hydrofluosilicic Acid			
SE-1900 L-25	Fluoridation	5	mg/L
Miscellaneous Corrosion Chemicals ^[ZN]			
SLI-333	Corrosion Control	25	mg/L
SLI-444 S	Corrosion & Scale Control	25	mg/L
SLI-K200	Corrosion & Scale Control Sequestering	36	mg/L
Monosodium Orthophosphate			
SLI-5179	Corrosion Control	25	mg/L
SLI-SE 100	Corrosion Control	25	mg/L
Phosphoric Acid			
SLI-PHOS 36	Corrosion & Scale Control	25	mg/L
SLI-PHOS 50	Corrosion & Scale Control	18	mg/L
SLI-PHOS 75	Corrosion & Scale Control	12	mg/L
Potassium Permanganate ^[PO]			
SE-3955 C	Disinfection & Oxidation Oxidant	50	mg/L
SE-3955 F	Disinfection & Oxidation Oxidant	50	mg/L

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SE-3955 N	Disinfection & Oxidation Oxidant	50	mg/L
Sodium Permanganate [PO]			
SE-2355-10	Disinfection & Oxidation Oxidant	352	mg/L
SE-2355-15	Disinfection & Oxidation Oxidant	234	mg/L
SE-2355-20	Disinfection & Oxidation Oxidant	176	mg/L
SE-2355-25	Disinfection & Oxidation Oxidant	140	mg/L
SE-2355-40	Disinfection & Oxidation Oxidant	88	mg/L
Sodium Polyphosphates, Glassy SHAN-O-PHOS			
	Corrosion & Scale Control Sequestering	10.7	mg/L
SLI-5125	Corrosion & Scale Control Sequestering	42.8	mg/L
SLI-5130	Corrosion & Scale Control Sequestering	35.6	mg/L
SLI-5135	Corrosion & Scale Control Sequestering	30.5	mg/L
SLI-5140	Corrosion & Scale Control Sequestering	26.7	mg/L
SLI-Quest 25	Corrosion & Scale Control Sequestering	42.8	mg/L
SLI-Quest 30	Corrosion & Scale Control Sequestering	35.6	mg/L
SLI-Quest 35	Corrosion & Scale Control Sequestering	30.5	mg/L
SLI-Quest 40	Corrosion & Scale Control Sequestering	26.7	mg/L
Tetrapotassium Pyrophosphate			
SLI-6120	Corrosion & Scale Control Sequestering	30	mg/L
SLI-6134	Corrosion & Scale Control Sequestering	22.5	mg/L
SLI-K100	Corrosion & Scale Control Sequestering	30	mg/L
SLI-KPHOS	Corrosion & Scale Control Sequestering	22.5	mg/L
SNC-6157	Corrosion & Scale Control Sequestering	14	mg/L
SNC-KPHOS	Corrosion & Scale Control Sequestering	14	mg/L
Zinc Chloride [ZN]			
SLI-2125	Corrosion & Scale Control	15	mg/L
SLI-2150	Corrosion & Scale Control	8	mg/L
SLI-2162	Corrosion & Scale Control	6	mg/L
Zinc Orthophosphate [ZN]			

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SLI-1010	Corrosion & Scale Control	20	mg/L
SLI-1021	Corrosion & Scale Control	22	mg/L
SLI-1521-C	Corrosion & Scale Control	22	mg/L
SLI-2020	Corrosion & Scale Control	10	mg/L
SLI-321	Corrosion & Scale Control	10	mg/L
SLI-321L	Corrosion & Scale Control	10	mg/L
SLI-3535	Corrosion & Scale Control	24	mg/L
SLI-4217	Corrosion & Scale Control	28	mg/L
SLI-5024	Corrosion & Scale Control	16	mg/L
SLI-5050	Corrosion & Scale Control	17	mg/L
SLI-5210	Corrosion & Scale Control	20	mg/L
SLI-5215	Corrosion & Scale Control	40	mg/L
SLI-5216	Corrosion & Scale Control	29	mg/L
SLI-5217	Corrosion & Scale Control	28	mg/L
SLI-5218	Corrosion & Scale Control	25	mg/L
SLI-5219	Corrosion & Scale Control	22	mg/L
SLI-7215	Corrosion & Scale Control	28	mg/L
SLI-932	Corrosion & Scale Control	26	mg/L
SLI-939	Corrosion & Scale Control	25	mg/L

- [1] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.
- [PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.
- [WL] These products are designed to be flushed out prior to using the system for drinking water. The well shall be properly flushed and drained before being placed in service.
- [ZN] Based on an evaluation of health effects data, the level of zinc in the finished drinking water shall not exceed 2.0 mg/L.

Facility: Columbus, OH

Chemical/ Trade Name	Function	Max Use	
Blended Phosphates			
SLI-1226	Corrosion & Scale Control	27	mg/L
SLI-5215	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-5225	Corrosion & Scale Control	26	mg/L
	Sequestering		
SLI-5230	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-5240	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-5250	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-5260	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-5270	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-5275	Corrosion & Scale Control	30	mg/L
	Sequestering		

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SLI-5285	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-5370	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-5385	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-7275	Corrosion & Scale Control	30	mg/L
	Sequestering		
SLI-7425	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-7450	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-7575	Corrosion & Scale Control	27	mg/L
	Sequestering		
SLI-B	Corrosion & Scale Control	27	mg/L
SLI-HP	Corrosion & Scale Control	30	mg/L
	Sequestering		
SNC-5210	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5220	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5225	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5230	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5240	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5250	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5270	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5275	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5295	Corrosion & Scale Control	10	mg/L
	Sequestering		
Citric Acid ^[1] (WL)			
SE-CA-50	Membrane Cleaner	N/A	
	Well Cleaning Aid		
Dipotassium Orthophosphate			
SLI-7150	Corrosion & Scale Control	30	mg/L
SLI-DP	Corrosion & Scale Control	30	mg/L
Hydrofluosilicic Acid			
SE-1900 L-25	Fluoridation	5	mg/L
Miscellaneous Corrosion Chemicals ^[2N]			
SLI-333	Corrosion Control	25	mg/L
SLI-444 S	Corrosion & Scale Control	25	mg/L
SLI-K200	Corrosion & Scale Control	36	mg/L
	Sequestering		
Monosodium Orthophosphate			
SLI-5179	Corrosion Control	25	mg/L

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SLI-SE 100	Corrosion Control	25	mg/L
Phosphoric Acid			
SLI-PHOS 36	Corrosion & Scale Control	25	mg/L
SLI-PHOS 50	Corrosion & Scale Control	18	mg/L
SLI-PHOS 75	Corrosion & Scale Control	12	mg/L
Potassium Permanganate [PO]			
SE-3955 C	Disinfection & Oxidation Oxidant	50	mg/L
SE-3955 F	Disinfection & Oxidation Oxidant	50	mg/L
SE-3955 N	Disinfection & Oxidation Oxidant	50	mg/L
Sodium Permanganate [PO]			
SE-2355-10	Disinfection & Oxidation Oxidant	352	mg/L
SE-2355-15	Disinfection & Oxidation Oxidant	234	mg/L
SE-2355-20	Disinfection & Oxidation Oxidant	176	mg/L
SE-2355-25	Disinfection & Oxidation Oxidant	140	mg/L
SE-2355-40	Disinfection & Oxidation Oxidant	88	mg/L
Sodium Polyphosphates, Glassy			
SHAN-O-PHOS	Corrosion & Scale Control Sequestering	10.7	mg/L
SLI-5125	Corrosion & Scale Control Sequestering	42.8	mg/L
SLI-5130	Corrosion & Scale Control Sequestering	35.6	mg/L
SLI-5135	Corrosion & Scale Control Sequestering	30.5	mg/L
SLI-5140	Corrosion & Scale Control Sequestering	26.7	mg/L
SLI-Quest 25	Corrosion & Scale Control Sequestering	42.8	mg/L
SLI-Quest 30	Corrosion & Scale Control Sequestering	35.6	mg/L
SLI-Quest 35	Corrosion & Scale Control Sequestering	30.5	mg/L
SLI-Quest 40	Corrosion & Scale Control Sequestering	26.7	mg/L
Tetrapotassium Pyrophosphate			
SLI-6120	Corrosion & Scale Control Sequestering	30	mg/L
SLI-6134	Corrosion & Scale Control Sequestering	22.5	mg/L
SLI-K100	Corrosion & Scale Control Sequestering	30	mg/L

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SLI-KPHOS	Corrosion & Scale Control Sequestering	22.5	mg/L
SNC-6157	Corrosion & Scale Control Sequestering	14	mg/L
SNC-KPHOS	Corrosion & Scale Control Sequestering	14	mg/L
Zinc Chloride [ZN]			
SLI-2125	Corrosion & Scale Control	15	mg/L
SLI-2150	Corrosion & Scale Control	8	mg/L
SLI-2162	Corrosion & Scale Control	6	mg/L
Zinc Orthophosphate [ZN]			
SLI-1010	Corrosion & Scale Control	20	mg/L
SLI-1021	Corrosion & Scale Control	22	mg/L
SLI-1521-C	Corrosion & Scale Control	22	mg/L
SLI-2020	Corrosion & Scale Control	10	mg/L
SLI-321	Corrosion & Scale Control	10	mg/L
SLI-321L	Corrosion & Scale Control	10	mg/L
SLI-3535	Corrosion & Scale Control	24	mg/L
SLI-4217	Corrosion & Scale Control	28	mg/L
SLI-5024	Corrosion & Scale Control	16	mg/L
SLI-5050	Corrosion & Scale Control	17	mg/L
SLI-5210	Corrosion & Scale Control	20	mg/L
SLI-5215	Corrosion & Scale Control	40	mg/L
SLI-5216	Corrosion & Scale Control	29	mg/L
SLI-5217	Corrosion & Scale Control	28	mg/L
SLI-5218	Corrosion & Scale Control	25	mg/L
SLI-5219	Corrosion & Scale Control	22	mg/L
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SLI-932	Corrosion & Scale Control	26	mg/L
SLI-939	Corrosion & Scale Control	25	mg/L

[1] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

[WL] These products are designed to be flushed out prior to using the system for drinking water. The well shall be properly flushed and drained before being placed in service.

[ZN] Based on an evaluation of health effects data, the level of zinc in the finished drinking water shall not exceed 2.0 mg/L.

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RESOLUTION NO. 83.26

**TO APPROVE AND EXECUTE A MAINTENANCE AGREEMENT WITH CUMMINS
FOR GENERATORS**

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 an agreement with Cummins Sales and Service for a (3) three year Maintenance Agreement on the generator at the WWTP in amount not to exceed \$3,752.97.

SECTION 2. This resolution shall become effective February 25, 2026

DATED: February 25, 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: February 10, 2026

TO: Town Board

FROM: Lisa Gallo, DPWC *LG*

TITLE OF REQUEST: Authorize Supervisor to enter into a Three (3) Year Maintenance Agreement – Generators – WWTP

TOWN BOARD MEETING: February 25, 2026

Background Information: The Town has utilized Cummins Sales and Service to service its generators. Cummins Sales and Service has been the sole provider of this.

Evaluation/Analysis: The WWTP service is expiring . A quote for continued service for service of the generator service for 3 years.
Contract amount not to exceed \$3,752.97

Recommendation(s): Authorize Supervisor to sign the Cummins Sales and Service Planned Equipment Maintenance Agreement.

Attachment/Document(s): Cummins Sales and Services Planned Maintenance Proposal dated February 10, 2025.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Generator Planned Equipment Maintenance



INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



Sales and Service

ALBANY NY 7063179RS
101 RAILROAD AVENUE
ALBANY, NY 12205
Phone: 518-459-1710

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>	
TOWN OF ROTTERDAM WATER T DPW 1100 SUNRISE BLVD Rotterdam, NY 12306	Contact: Justin Peterson Phone: 518 3783442 Fax: 518 393-4594 Cust Id: 513424	Quote Date: 10-FEB-26 Quote Expires: 11-MAY-26 Quote Num: 266774 Quoted By: Kathleen A Pugliese Quote Term: 3 Year(s)	

Site Information

1	TOWN OF ROTTERDAM	26 W CAMPBELL RD	SCHENECTADY	NY 12306
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<u>Site Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	WWTP	GENERAC	GEN SET	SG200GG20142518HP 3003050321	ST

<u>Site Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>	
1	WWTP	FULL SERVICE	3	844.74	2,534.22
		INSPECTION	3	406.25	1,218.75

3 Year Generator Planned Equipment Maintenance Quote

IF APPLICABLE, TAX IS AN ESTIMATE AND SUBJECT TO CHANGE DUE TO STATE AND LOCAL LAWS

This quote reflects services completed during regular business hours unless otherwise noted.

Additional repairs will not be performed without customer's authorization. Either party has the right to terminate this Agreement upon thirty (30) days written notice prior to service.

Service/Scheduled Month

Based on previous PM schedule, services are tentatively scheduled for:

FULL SERVICE - August 2026/2027/2028

INSPECTION - February 2027/2028/2029

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:

Kathy Pugliese
Kathleen.pugliese@cummins.com
267-552-6852

Payment Information:

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise.

Customers without a line of credit, including residential customers, will have payment secured prior to services being performed.

Please provide PO#s (if applicable) and include your updated contact information.

PO#: _____ Amount: _____

Name, phone & email to receive invoices _____



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
TOWN OF ROTTERDAM WATER T DPW 1100 SUNRISE BLVD Rotterdam, NY 12306	Contact: Justin Peterson Phone: 518 3783442 Fax: 518 393-4594 Cust Id: 513424	Quote Date: 10-FEB-26 Quote Expires: 11-MAY-26 Quote Num: 266774 Quoted By: Kathleen A Pugliese Quote Term: 3 Year(s)

Name, phone & email to receive statements _____

Name, phone & email to receive billing inquiries _____

Purchase order must be made out to Cummins Inc. or Cummins Sales & Service

For any questions regarding your account or additional sales opportunities:

Travis Sansone
travis.sansone@cummins.com
518-698-1502

Standard Agreement Amount	\$3,752.97
Proposal Total	\$3,752.97

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval _____

Signature: _____

Date: _____

CUMMINS INC _____

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ("Terms and Conditions"), together with the quote on the front side ("Quote") and the scope of services, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an acknowledgment of this Agreement; (ii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by maximum amount allowed by law, Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins prior to the subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment.

If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS. CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of purpose so long as Cummins is willing to correct defective Services or refund the purchase price thereof.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **TERMINATION FOR DEFAULT.** If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease all further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

9. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fees; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

10. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

12. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. **SPECIALIZED EQUIPMENT & PROCESSES.** During the provision of services, except where prohibited by law, Cummins may utilize specialized processes, methodologies, and hardware including but not limited to QuickFit technology, adapters, quick connection fittings, hoses or other aids to facilitate oil exchange. These are provided as part of the services and at no additional cost to you. By signing this agreement, you acknowledge and consent to the installation and use of such processes, methodologies, and hardware.

15. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is written and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

16. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ("Performance Date") due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related charges within thirty (30) days of receipt of invoice.

19. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60.1-4(a), 60.300.5(a) and 60.741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

RESOLUTION NO. 84.26

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH C.T. MALE ASSOCIATES
FOR LANDFILL MONITORING SERVICES**

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, C.T. Male Associates, located at 50 Century Hill Drive, Latham, New York 12110 for landfill monitoring services at the Town off Rotterdam MSW Landfill, as set forth by NYSDEC, in an amount not to exceed twenty-one thousand three hundred and 00/00 (\$21,300.00) dollars.

SECTION 2. This resolution shall become effective February 25, 2026.

DATED: February 25, 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: February 11, 2026

TO: John Polimeni – Town Supervisor

FROM: Lisa Gallo – DPW Coordinator

TITLE OF REQUEST: Authorize the Supervisor to sign contract agreement with C.T. Male for Landfill Monitoring Services.

TOWN BOARD MEETING: February 25, 2026

Background Information: C.T. Male has been performing the above referenced services since 2003.

Evaluation/Analysis: In 2009 NYSDEC approved C.T. Males request to reduce sampling frequency and list of parameters at the MSW Landfill from quarterly to annually and approved elimination of water sampling location SW-4.

C.T. Male is very familiar with the Town’s Landfill. They have extensive knowledge with similar projects and the 6NYCRR Part 360 regulations.

Due to the increase in chemical analytical laboratory testing costs the agreement for 2026 is \$21,300.00 which is an increase of \$925.00 from 2025.

Recommendation(s): Town Board Resolution needs to be prepared to authorize Supervisor to sign contract agreement from C.T. Male for Landfill Monitoring 2026 at \$21,300.00 for the year.

Attachment/Document(s): Contract agreement C.T. Male Associates for 2026.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

INSTRUCTIONS

1. Please complete this form fully. A failure to do so will result in a delay of the department's legislative request.
2. Attach any and all information the department would like to Town Board to consider when rendering a decision regarding the request as required by New York State Public Officers Law § 103(e).
3. Submit this form with additional information (as detailed in paragraph 2) to the Supervisor's Office prior to the Tuesday before the Agenda Meeting (e.g. April 3, 2012 for the April 9, 2012 Agenda Meeting).
4. The department head or his/her designee shall be prepared to attend the Legislative Agenda Meeting on Tuesday, which shall be held bimonthly, to review the legislative request with the Town Attorney and/or the Supervisor's designee.
5. Attendance is mandatory.
6. The department must provide any additional documents, background information, analysis, and/or recommendation(s) requested at Legislative Agenda Meeting to the Supervisor's Office by Wednesday to be considered for the following week's Agenda Meeting.
7. This form shall be used by all departments, regarding all proposed legislative requests, without exception.

Please note that a failure to complete this form and process will result the department's legislative request not being added to the Town Board Agenda or Meeting. Your cooperation is appreciated.

Exceptions will not be made without the express written approval of the Supervisor or his/her designee.

This new procedure shall be effective March 30, 2012.

This form and instructions detailed above supersedes the previous process set forth by the Supervisor's Office in April of 2010.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com



February 11, 2026

Mr. John Polimeni, Town Supervisor
Town of Rotterdam John F. Kirvin Government Center
Rotterdam Town Hall
1100 Sunrise Boulevard
Rotterdam, New York 12306
jpolimeni@townofrotterdam.gov

Re: *Proposal – 2026 Landfill Monitoring Services
Town of Rotterdam Landfills
C.T. Male Project No. 03.3131*

Dear Mr. Polimeni:

C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. (C.T. Male) offers this proposal for 2026 Landfill Monitoring services at the Town of Rotterdam's Municipal Solid Waste (MSW) and Construction and Demolition (C&D) Debris Landfills.

The Landfill Monitoring services scheduled in 2026 will include annual sampling and analyses at the MSW Landfill, annual sampling and analyses at the 3.0 Acre and 3.4 Acre C&D Debris Landfills, annual leachate sampling of the four (4) leachate storage tanks and one (1) leachate seepage tank, and report preparation. The New York State Department of Environmental Conservation (NYSDEC) has requested that the annual sampling event be performed during a rotating quarter each year and since the 2025 annual sampling event was conducted during the fourth quarter, the annual sampling event is proposed to be conducted during the first quarter of 2026.

The scope of work for this project has been formulated based on the landfill monitoring services that C.T. Male has provided historically, and our experience with similar projects and knowledge of the 6 NYCRR Part 360 regulations. Our proposed scope of services and unit price fees are as follows:

SCOPE OF WORK

Item 1 - Sampling and Laboratory Analyses

Civil Engineering • Environmental Services • Survey Services • Land Services • Architecture •
Energy & Building Systems Services • Electrical Engineering

C.T. MALE ASSOCIATES

February 11, 2026

Mr. John Polimeni

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1. Conduct annual groundwater monitoring of the nine (9) MSW landfill monitoring wells, three (3) surface water sampling locations, two (2) leachate tanks, and one (1) leachate seepage tank at the Town of Rotterdam MSW Landfill in 2026. It is assumed that the monitoring wells remain accessible and in good condition for sampling. Collect one (1) field duplicate sample and one (1) matrix spike/matrix spike duplicate (MS/MSD) as required by the Environmental Monitoring Plan during the annual sampling event. Analyze the groundwater samples, leachate samples, field duplicate, and the MS/MSD in the laboratory for the Part 360 baseline parameters. Analyze the surface water samples for the Part 360 routine parameters.
2. Conduct annual groundwater monitoring of the two (2) monitoring wells at the Town of Rotterdam 3.0 Acre C&D Debris Landfill in 2026. It is assumed that the monitoring wells are accessible and in good condition for sampling. Analyze the groundwater samples in the laboratory for the Part 360 routine parameters.
3. Conduct annual groundwater monitoring of the four (4) monitoring wells, one (1) surface water sampling location, and two (2) leachate tanks at the Town of Rotterdam 3.4 Acre C&D Debris Landfill in 2026. It is assumed that the monitoring wells are accessible and in good condition for sampling. Analyze the groundwater, surface water, and leachate samples in the laboratory for the Part 360 baseline parameters.
4. The laboratory analyses will be performed by a NYSDOH ELAP certified laboratory. An ASP Category B data deliverable package will be prepared by the laboratory. The ASP Category B data deliverable package for the annual baseline parameters will be data validated by an independent third-party data validator in accordance with 6 NYCRR Part 360.11(d)(5), which requires that 5% of the samples be validated.
5. The procedures that will be followed during sampling will be in accordance with the NYSDEC approved Environmental Monitoring Plan. Our proposal is based on utilizing new clean disposable bailers and new clean rope or peristaltic pump with new clean tubing to purge and sample each monitoring well.
6. The results will be summarized in a spreadsheet along with the regulatory standards and guidance values for inclusion in the annual report.

C.T. MALE ASSOCIATES

February 11, 2026
Mr. John Polimeni
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Item 2 – Annual Report

The results of the annual sampling event will be reviewed, and an annual report prepared. The report will include tabulated results, a discussion of the results and observed trends, and the findings of the third-party data validation (where applicable). A draft copy of the report will be submitted to the Town for review. We will address Town comments and then submit the Annual Report both to the NYSDEC and to the Town.

ESTIMATED FEE

C.T. Male unit price schedule and estimated fees to provide the above-described scope of work are as follows:

• Mobilization (includes mileage): \$800.00/event	=	\$ 800.00
• Sample 3.0 Acre C&D Debris Landfill Locations and Analysis for Routine Parameters: 2 samples/event x \$400.00/sample	=	\$ 800.00
• Sample 3.4 Acre C&D Debris Landfill Locations, Analysis for Baseline Parameters, and Data Validation: 7 samples/event x \$700.00/sample	=	\$ 4,900.00
• Sample MSW Surface Water Locations And Analysis for Routine Parameters: 3 samples/event x \$400.00/sample	=	\$ 1,200.00
• Sample MSW Groundwater and Leachate Locations, Analysis For Baseline Parameters, and Data Validation: 15 samples/event x \$700.00/sample	=	\$ 10,500.00
• Report Preparation for Annual Sampling Event: \$3,100.00/event	=	<u>\$ 3,100.00</u>
Total Annual (2026) Cost		\$ 21,300.00

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C.T. MALE ASSOCIATES

February 11, 2026
Mr. John Polimeni
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If this proposal is acceptable, please sign the attached Contract Agreement between the Town and C.T. Male and return a copy via email to my attention.

We appreciate the opportunity to submit this proposal and look forward to continue working with you and the Town of Rotterdam on this project.

If you have any questions, please call me at (518) 786-7501.

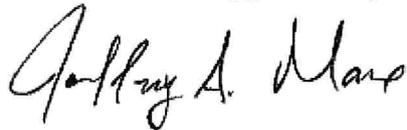
Respectfully,

C.T. MALE ASSOCIATES



Daniel T. Achtyl, P.G.
Geologist III

Reviewed and Approved by:



Jeffrey A. Marx, P.E.
Managing Environmental Engineer

Att. Contract Agreement

C.T. MALE ASSOCIATES

CONTRACT AGREEMENT

Project No. 03.3131

Agreement made this 11th day of February 2026, by and between **C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C.**, a Design Professional Corporation registered in New York State and authorized to do business in the State of New York, (hereinafter called C.T. MALE ASSOCIATES); and the **TOWN OF ROTTERDAM** (hereinafter called the CLIENT).

CLIENT and C.T. MALE ASSOCIATES agree as follows:

- A. CLIENT and C. T. MALE ASSOCIATES, for the mutual consideration hereinafter set forth, agree as follows:

C.T. MALE ASSOCIATES will provide 2026 Landfill Monitoring services at the Town of Rotterdam Municipal Solid Waste and Construction and Demolition Debris Landfills. Scope of Work includes field sampling, laboratory testing, and reporting for the Town's closed landfills, consistent with the prior year's scope of work as further detailed in C.T. Male proposal dated February 11, 2026, and summarized as follows:

Description	Cost
Mobilization (includes mileage): 1 event/year @ \$800.00/event =	\$800.00
Sample 3.0 Acre C&D Debris Landfill Locations Annually and Analysis for Routine Perimeters: 2 samples/event @ \$400.00/sample =	\$800.00
Sample 3.4 Acre C&D Debris Landfill Locations Annually, Analysis for Baseline Parameter and Data Validation: 7 samples/event @ \$700.00/sample =	\$4,900.00
Sample MSW Surface Water Locations Annually and Analysis for Routine Parameters: 3 samples/event @ \$400.00/sample =	\$1,200.00
Sample MSW Groundwater and Leachate Locations Annually, Analysis for Baseline Parameters and Data Validation: 15 samples/event @ \$700.00/sample =	\$10,500.00
Report preparation for Annual Sampling Event (includes any clerical, postage and material/print charges): 1 event @ \$3,100.00/event =	\$3,100.00
Total Annual (2026) Cost	\$21,300.00

- B. CLIENT agrees to pay C.T. MALE ASSOCIATES as compensation for services as follows:

Total Lump Sum fee of **\$21,300.00**.

Additional fees and other charges will be invoiced monthly, if necessary and as approved by client. The amount of each invoice shall be due at the time of billing. For invoices paid by credit card, a 3.5% service fee will be applied to each invoice, in addition to the base contracted amount. When bills are not paid within 30 days, unless otherwise specified. A late payment service charge will be charged on any unpaid balance at the rate of 1.25% compounded monthly (annual rate of 15%) or the highest rate allowable under applicable State law, whichever is higher.

- C. CLIENT shall furnish the following:

- Signed contract agreement
- Access to site

- D. This Agreement, as signed by the CLIENT and/or his/her representative, includes the following Standard Terms and Conditions incorporated herein by this reference.
- E. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.
- F. CLIENT shall provide C.T. MALE ASSOCIATES personnel with any information regarding potential hazards or whether personal protective measures are required when working on project site(s) associated with this contract and that C.T. MALE ASSOCIATES personnel be afforded the opportunity to review any health and safety plan available for site(s) that they will be working on.

C.T. MALE ASSOCIATES

AGREED TO:

TOWN OF ROTTERDAM

Attn: John Polimeni, Town Supervisor

1100 Sunrise Boulevard
Rotterdam, NY 12306
Phone: (518) 355-7575
Email: jpolimeni@townofrotterdam.gov

AGREED TO:

**C.T. MALE ASSOCIATES ENGINEERING, SURVEYING,
ARCHITECTURE, LANDSCAPE ARCHITECTURE & GEOLOGY,
D.P.C.**

50 Century Hill Drive
Latham, NY 12110
Phone: (518) 786-7400
Email: j.marx@ctmale.com

By: John Polimeni 2/12/26
Authorized Signature (Date)

By: _____
Jeffrey A. Marx, P.E. (Date)

Title: Town Supervisor

Title: Managing Environmental Engineer

C.T. MALE ASSOCIATES

STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. **EXTRA WORK:** Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes or governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof. All extra work to be authorized by CLIENT in writing prior to commencement by C.T. MALE ASSOCIATES.
2. **OWNERSHIP OF DOCUMENTS AND/OR ELECTRONIC MEDIA FILES:** All tracings, specifications, computations, survey notes and media files and other original documents as instruments of service are and shall remain the property of C.T. MALE ASSOCIATES unless otherwise provided by law. CLIENT shall not use such items on other projects without C.T. MALE ASSOCIATES' prior written consent. C.T. MALE ASSOCIATES shall not release CLIENT's data without authorization.
3. **LIMITATIONS OF PROBABLE COST:** Any opinion of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.
4. **APPROVAL OF WORK:** The work performed by C.T. MALE ASSOCIATES shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 30 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.
5. **DELAY:** Any delay, default, or termination in or of the performance of any obligation of C.T. MALE ASSOCIATES under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove C.T. MALE ASSOCIATES' work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of C.T. MALE ASSOCIATES' work, or any other acts of the CLIENT or any other Federal, State, or local government agency, or any other cause beyond C.T. MALE ASSOCIATES' reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of C.T. MALE ASSOCIATES as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
6. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, C.T. MALE ASSOCIATES shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay C.T. MALE ASSOCIATES within thirty (30) days of receipt of an invoice shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, C.T. MALE ASSOCIATES, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured without consequence. No delay or omission on the part of C.T. MALE ASSOCIATES in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.
7. **INDEMNIFICATION:** CLIENT shall indemnify, defend and hold C.T. MALE ASSOCIATES harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by C.T. MALE ASSOCIATES or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by C.T. MALE ASSOCIATES' own negligence.
8. **LITIGATION:** Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.
9. **REPLACEMENT OF SURVEY STAKES:** C.T. MALE ASSOCIATES, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time basis. It will be the CLIENT's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT's responsibility to protect said stakes until such time as construction takes place.
10. **MAPPING:** Areas obscured by dense vegetation or shadow will be labeled as "DENSE WOODS", "SHADOW", or "OBSCURED AREA". C.T. MALE ASSOCIATES cannot certify as to the accuracies within these areas. Field verification of such area(s) must be undertaken and is not included within the scope of this Agreement unless explicitly stated.
11. **OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY:** The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of C.T. MALE ASSOCIATES' field representative will be for the purpose of providing observation and field testing. Under no circumstances is it C.T. MALE ASSOCIATES' intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of C.T. MALE ASSOCIATES' field representative at the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of C.T. MALE ASSOCIATES' field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that C.T. MALE ASSOCIATES will not be responsible for job or site safety on the project.
12. **RESTRICTIONS ON USE OF REPORTS:** It should be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT's sole risk and responsibility.
13. **RISK ALLOCATION:** The CLIENT agrees that C.T. MALE ASSOCIATES' liability for damages to the CLIENT for any cause whatsoever in connection with this project, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the greater of \$100,000.00, or C.T. MALE ASSOCIATES' total fee for services rendered on the project.
14. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
15. **CLIENT RESPONSIBILITIES:** Client shall be responsible for providing all reasonable assistance required by C.T. MALE ASSOCIATES in connection with Services, including, without limitation, any assistance specified in the Proposal. In particular, Client will provide the following:
 - Reasonable ingress to and egress from the Site by C.T. MALE ASSOCIATES and/or its subcontractors and their respective personnel and equipment.
 - Clean, secure, and unobstructed space and areas at the Site for C.T. MALE ASSOCIATES equipment and vehicles or those of C.T. MALE ASSOCIATES' subcontractors.
 - Information in the possession of Client (including, without limitation, facility and/or Site schematics, engineering drawings and plot plans) detailing the construction of facilities located underground or above ground at the Site that pertain to the stated scope of work or are necessary to assist C.T. MALE ASSOCIATES in performing Services and/or to successfully carry out the project.
 - Prior to any boring, drilling, and/or excavation work being commenced by C.T. MALE ASSOCIATES, the specific location(s) of such work will be provided to Client. Prior to any boring, drilling, excavation or other intrusive subsurface activities on the Site, Client or Client's representative shall identify any private and public subsurface obstruction or utility that Client or its representative knows or believes to exist at the Site. C.T. MALE ASSOCIATES, at its discretion, may contact the local public utility locator and, if agreed by Client, a private utility locator to determine the existence and location of subsurface obstruction or utilities. Client or Client's representative will provide C.T. MALE ASSOCIATES with prior approval of each location where C.T. MALE ASSOCIATES will carry-out any intrusive activity on the Site. Client agrees that if C.T. MALE ASSOCIATES or its subcontractor causes damage to a subsurface obstruction or utility that was not properly identified by Client, or marked by the public utility locator or private utility locator, if any, the Client shall indemnify, defend and hold harmless C.T. MALE ASSOCIATES, its officers, directors, employees and independent contractors from and against any and all claims, costs, fines, or other liability arising out of, or in connection with any damage

C.T. MALE ASSOCIATES

to any such subsurface obstruction or utilities, except to the extent such claims, costs, fines, or other liability are caused by C.T. MALE ASSOCIATES' negligence or willful misconduct.

16. CONTROLLING LAWS: This Agreement is to be governed by the laws of the State of New York.

17. INSURANCE C.T. MALE ASSOCIATES shall procure and maintain throughout the period of this agreement, at C.T. MALE ASSOCIATES' own expense, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal laws, and shall maintain general and professional liability insurances. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. C.T. MALE ASSOCIATES shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

18. STANDARD OF CARE: CLIENT agrees that in performing requested tasks, in accordance with this contract or amendments thereto, C.T. MALE ASSOCIATES will provide statements of adherence to standards or specifications only when said standards or specifications are included in the scope of services. In the event C.T. MALE ASSOCIATES is required to sign a statement or certificate on behalf of CLIENT, which differs from or exceeds the scope of services contracted for, CLIENT hereby agrees to indemnify and hold C.T. MALE ASSOCIATES harmless from any liability arising from or resulting from such statement or certificate.

19. SUCCESSORS AND ASSIGNS: Neither CLIENT nor C.T. MALE ASSOCIATES shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

20. MEDIATION: CLIENT and C.T. MALE ASSOCIATES agree to resolve all claims, disputes or controversies, or in relation to the interpretation, application or enforcement of this agreement through mediation. The parties further agree that the CLIENT will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, subcontractors, subcontractors and material-persons, whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties shall agree to this procedure.

21. EQUAL EMPLOYMENT OPPORTUNITY: C.T. MALE ASSOCIATES is committed to equal employment opportunity for all persons regardless of race, color, sex, age, national origin, marital status, handicap, or veteran's status. In striving to eliminate discrimination in the workplace, it is our policy to deal only with sub-contractors, vendors, suppliers, and other affiliates who recognize and support equal employment opportunity and comply with all applicable State and Federal Equal Employment Opportunity laws and regulations including the annual filing of Standard Form EEO-1.

22. NOTICES: All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested.

23. ARTIFICIAL INTELLIGENCE: The CLIENT understands and agrees that Artificial Intelligence (AI) may be used on the Project. The Parties agree that any AI-generated output produced under this agreement shall be owned by C.T. MALE ASSOCIATES and may be used for the purposes outlined herein.

RESOLUTION NO. 85.26

TO ADOPT A SEQR NEGATIVE DECLARATION ON A CHANGE OF ZONE APPLICATION ON A ±4.14-ACRE PARCEL FROM AGRICULTURE (A-1) TO SINGLE FAMILY RESIDENTIAL (R-1) LOCATED BETWEEN 2229 & 2193 GHENTS ROAD NORTH SIDE

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 Negative Declaration dated February 25, 2026, as prepared by the Senior Planner, for a Change of Zone Request on ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1). Property is located between 2229 & 2193 Ghents Road on the north side and is known as Tax Map No. 70.8-1-14.2.

SECTION 2. The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective February 25, 2026.

DATED: February 25, 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: February 2, 2026

TO: John Polimeni, Town Supervisor

FROM: Peter Comenzo, Senior Planner *PC*

TITLE OF REQUEST: Issuance of a SEQR Negative Declaration for a Change of Zone Request on ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1).

TOWN BOARD MEETING: February 25, 2026

Background Information: David Gazillo (Contract Vendee)
c/o Empire Engineering, PLLC- Attn. Christopher Longo
1900 Duanesburg Road
Duanesburg, NY 12056

Change of Zone Request on ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1). Property is located between 2229 & 2193 Ghents Road on the north side and is known as Tax Map No. 70.8-1-14.2.

Evaluation/Analysis: Referred to Planning Commission for Report and Recommendation on November 5, 2025. Planning Commission issued a positive recommendation on November 6, 2025. Town Board declared lead agency on January 14, 2026 and conducted a public hearing on January 28, 2026.

Recommendation(s): Town Board should consider adoption of the Draft Negative Declaration as prepared by the Senior Planner pursuant to NYCRR Part 617 – State Environmental Quality Review.

Attachment/Document(s): SEQR Environmental Assessment Form Parts 1 & 2
Draft Negative Declaration

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYCRR Part 617 – State Environmental Quality Review

LEGISLATION WILL BE PREPARED BY: Supervisors Office

6NYCRR PART 617
State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Date: February 25, 2026

This notice has been prepared in accordance with Article 8 of the Environmental Conservation Law by the Town of Rotterdam Department of Public Works Department
(Reference: 6 NYCRR 617.5 Unlisted Action)

SEQRA Status: Type I
Type II
Unlisted

Conditioned Negative Declaration: Yes
No

Contract Vendee: David Gazillo (Contract Vendee)
c/o Empire Engineering, PLLC- Attn. Christopher Longo
1900 Duaneburg Road
Duaneburg, NY 12056

Owner: Charles Ferri
1230 Centre Road
Rhinebeck, NY 12572

Tax Map Number(s): 70.8-1-14.2

Project Location: Located between 2229 & 2193 Ghents Road on the north side.

Action: Change of Zone Request on a vacant ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1).

Reasons Supporting This Determination:

(See 617.7(a)-(c) for requirements of this determination)

This project is an Unlisted Action and the Town conducted as a SEQR coordinated review. The applicant has supplied a Short Environmental Assessment Form and the Town Board has or has caused to complete Part 2 of this checklist. The SEQR Review with the Town Board as lead agency is intended to evaluate the effects of this action and the development of this property as it relates uses in a Single Family Residential (R-1) zone. A separate application will need to be submitted to begin the subdivision process; however, the Town Board has determined that this SEQR review meets the requirements of any subsequent anticipated Subdivision Application submission to the Town.

The Change of Zone request concerns a ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1). The contract vendee is proposing the Change of Zone to facilitate a proposed four (4) lot subdivision. Currently the zoning would allow the development of a three (3) lot subdivision and this action would allow an additional lot to be created. Property is located between 2229 & 2193 Ghents Road on the north side and is known as Tax Map No. 70.8-1-14.2.

The applicant received a positive report and recommendation from Planning Commission on the Change of Zone request on November 6, 2025. The Rotterdam Town Board declared lead agency on January 14, 2026 and conducted a Coordinated SEQR review on this Unlisted Action with all involved and interested agencies.

Any of the agency comments/concerns have been addressed and the applicant has completed and updated a Short EAF pursuant to SEQR.

The conceptual subdivision and potential environmental effects of the proposed Change of Zone were discussed at regularly scheduled Planning Commission Meeting on November 5, 2025 and a unanimous positive referral to the Town Board was prepared. The project was also the subject of a public hearing conducted at the January 28, 2026 Town Board Meeting. Based on the submitted materials, public comment, and input from the Planning Commission, and Town Board, the Town completed or caused to be completed Part 2 of the Short Environmental Assessment Form and a Draft Negative Declaration dated February 25, 2026 was circulated for review and use by the Town Board in making this determination.

After a review of the applicable modifications, Environmental Assessment Form, and comments received on this proposal, the Town Board of the Town of Rotterdam has determined that this proposal will not have a significant adverse impact on the environment.

The Town Board has considered the following criteria to determine if this proposal has significant adverse impacts on the environment:

- (i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;
- (ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;
- (iii) the impairment of the environmental characteristics of a Critical Environmental Area.
- (iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;
- (v) the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;
- (vi) a major change in the use of either the quantity or type of energy;
- (vii) the creation of a hazard to human health;

- (viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;
- (ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;
- (x) the creation of a material demand for other actions that would result in one of the above consequences;
- (xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or
- (xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

The Town Board has also considered the reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions, which are:

- (i) included in any long-range plan of which the action under consideration is a part;
 - (ii) likely to be undertaken as a result thereof; or
 - (iii) dependent thereon.
- (3) The significance of a likely consequence (i.e., whether it is material, substantial, large or important) has been assessed in connection with:
- (i) its setting (e.g., urban or rural);
 - (ii) its probability of occurrence;
 - (iii) its duration;
 - (iv) its irreversibility;
 - (v) its geographic scope;
 - (vi) its magnitude; and
 - (vii) the number of people affected

At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY on the 25th day of February, 2026 hereby adopted this NEGATIVE DECLARATION pursuant to 6NYCRR PART 617, State Environmental Quality Review.

John Poilmeni
Town Supervisor

For further information contact:

Peter J. Comenzo
Town of Rotterdam Senior Planner
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, New York 12306
(518) 355-7575 x-338
pcomenzo@rotterdamny.org

Short Environmental Assessment Form

Part 1 - Project Information

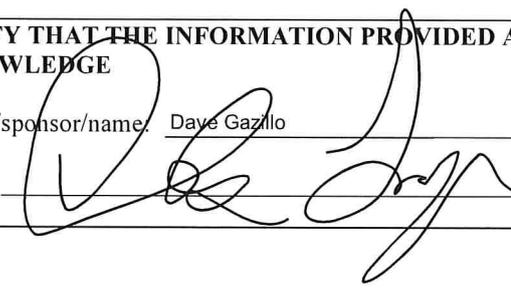
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Gazillo 4-Lot Subdivision			
Project Location (describe, and attach a location map): Site located approximately 0.1 miles down the northerly side of Ghents Rd. after the intersection with Helderberg Ave.			
Brief Description of Proposed Action: The site is currently zoned Agricultural and a change of zone to One Family Residential is being requested.			
Name of Applicant or Sponsor: Dave Gazillo		Telephone: 518-365-6100	
Address: 3101 N Thompson St.		E-Mail:	
City/PO: Rotterdam		State: NY	Zip Code: 12306
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Planning Board - Subdivision Approval		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 4.14 acres			
b. Total acreage to be physically disturbed? _____ 3.0 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 4.14 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies:			
Will meet energy code _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____			
On-site individual sewage disposal systems _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			
Wetlands are significantly off-site to the west _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe: _____		
Town of Rotterdam MS4 _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Dave Gazillo</u> Date: <u>10/15/25</u>		
Signature:  Title: <u>Engineer for Applicant</u>		

PRINT FORM

Project:	Gazzillo Ghents Change of Zone
Date:	February 25, 2026

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRINT FORM

Project: **Gazzillo Ghents COZ**

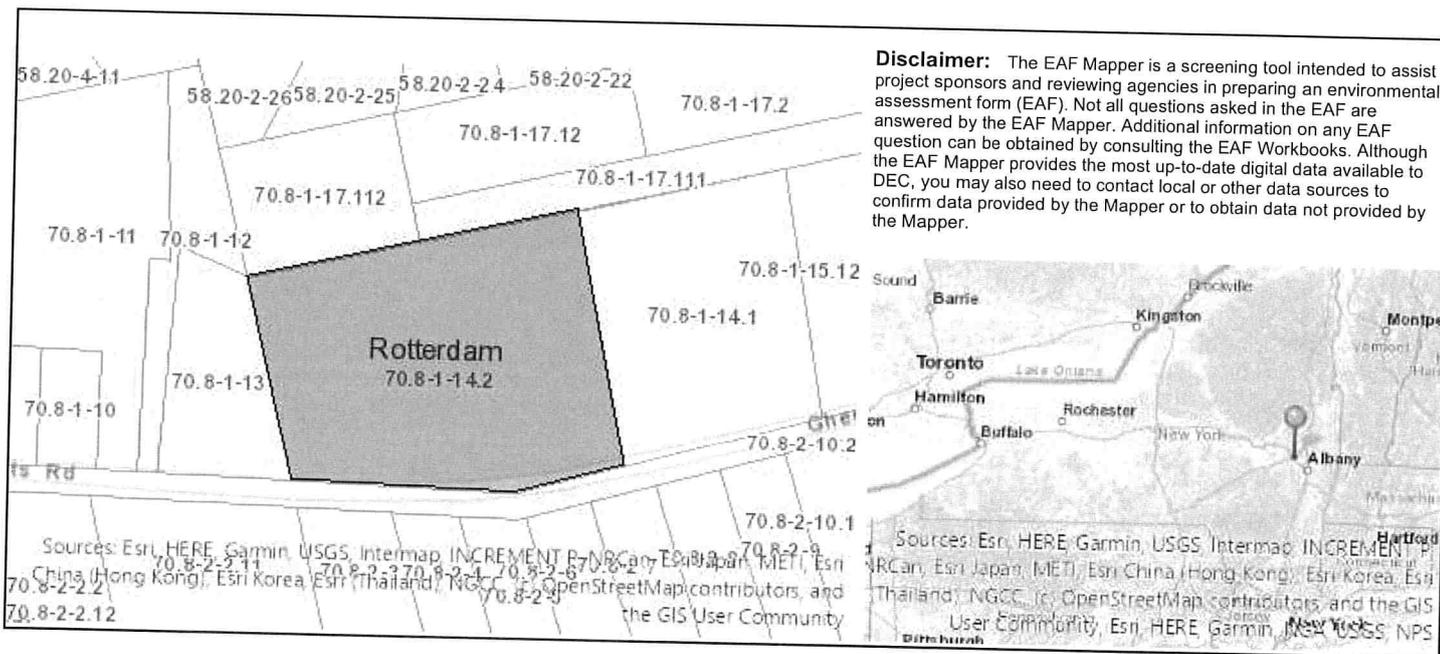
Date: **February 25, 2026**

**Short Environmental Assessment Form
Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Rotterdam Town Board	February 25, 2026
_____ Name of Lead Agency	_____ Date
John Polimeni	Town Supervisor
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

PRINT FORM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

RESOLUTION NO. 86.26

TO ENACT LOCAL LAW NO. 1 TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE ON A ±4.14-ACRE PARCEL FROM AGRICULTURE (A-1) TO SINGLE FAMILY RESIDENTIAL (R-1) LOCATED BETWEEN 2229 & 2193 GHENTS ROAD NORTH SIDE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law #1 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 February 25, 2026.

DATED: February 25, 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: February 4, 2026

TO: John Poilmeni, Town Supervisor

FROM: Peter Comenzo, Senior Planner *PC*

TITLE OF REQUEST: Decision on a Change of Zone Request on ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1).

TOWN BOARD MEETING: February 25, 2026

Background Information: David Gazillo (Contract Vendee)
c/o Empire Engineering, PLLC- Attn. Christopher Longo
1900 Duanesburg Road
Duanesburg, NY 12056

Change of Zone Request on ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1). Property is located between 2229 & 2193 Ghents Road on the north side and is known as Tax Map No. 70.8-1-14.2.

Evaluation/Analysis: Referred to Planning Commission for Report and Recommendation on November 5, 2025. Planning Commission issued a positive recommendation on November 6, 2025. Town Board declared lead agency on January 14, 2026 and conducted a public hearing on January 28, 2026.

Recommendation(s): Decision on proposed Change of Zone

Attachment/Document(s): Application Materials
Planning Commission Report and Recommendation

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYS Town Law Article 16
Proposed Local Law of the Year 2024

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Town of Rotterdam
Office of the Planning Commission

Kimberly Ricker Scannell, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number PC59-2025

Moved by Mrs. Flansburg seconded by Mr. Collins
Applicant: David Gazillo (Contract Vendee)

Applicant: David Gazillo (Contract Vendee)
Project Location: Ghents Road
Tax Number or Numbers: 70.8-1-14.2
Proposed Project: Report and Recommendation to the Town of Rotterdam on a Change of Zone from Agriculture (A-1) to Single Family Residences (R-1) on a ±4.14-acre parcel for the construction of up to four (4) Single Family Residences.

**Resolution Adopting a Report and Positive Recommendation on
the Change of Zone Request by the BDC Group**

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from the David Gazzillo ("Contract Vendee") for a Change of Zone from Agricultural (A-1) to Single Family Residential (R-1) on ±4.14 acres for the construction of up to four (4) Single Family Residences on Ghents Road (Tax Map Parcel No. 47.-8.13.5); and

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on November 5, 2025 for a report and recommendation thereon; and

WHEREAS, the Applicant, through its consultant, Empire Engineering, PLLC (Christopher Longo) presented the Change of Zone application to the Planning Commission at its regularly scheduled meeting held on November 6, 2025; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone at its regularly scheduled meeting held on November 6, 2025; and

WHEREAS, the Planning Commission has deliberated on the proposed Change of Zone;

NOW, THEREFORE, upon motion of Member Flansburg, seconded by Member Collins,

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

Resolution Number PC59-2025

Applicant: David Gazillo (Contract Vendee)

Page 2

1. The Planning Commission hereby adopts the following as its report on the proposed Change of Zone:

The Change of Zone request concerns one parcel comprising a total of ±4.14 acres. The property is in a rural/suburban area of town and surrounded by single family residential development. This area is very convenient for traveling to and from multiple locations.

The property currently meets the zoning regulations to allow for a three (3) lot residential subdivision. The applicant is requesting a Change of Zone from A-1 to R-1 to allow for the creation of a four (4) lot subdivision as the R-1 designation requires only 100 feet of roadway frontage as compared to 150 feet in the A-1 Zoning District

2. Subject to the considerations set forth in Paragraph 3, below, the Planning Commission hereby adopts a **positive recommendation** on the proposed Change of Zone request for the following reasons:

- A. The property is in an area surrounded by similar uses and lot sizes.
- B. The site can be served by municipal water and the soils are conducive to the construction of a conventional septic/system which would require less space.

3. Neither a positive recommendation by the Planning Commission, nor any rezoning action taken by the Town Board, should be construed as an approval or other favorable position concerning any proposed conceptual development plan. Any proposed development shall remain subject to full review by the Planning Commission and, as necessary, by the Zoning Board of Appeals.

- 1) If approved the applicant will be required to submit application for subdivision approvals which may require restrictions on clearing to preserve as many mature trees as feasible.


Peter J. Comenzo
Senior Planner


Kimberly Ricker Scannell
Planning Commission Chairman

1. **David Gazillo (Contract Vendee) – Ghents Road.** Report and Recommendation to the Town of Rotterdam Change of Zone on a ±4.14 acres parcel from Agriculture (A-1) to Single Family Residences. Engineer: Empire Engineering, PLLC.

Mr. Longo: I do have a map. It should be here in a moment as well.

Chairman Ricker-Scannell: Okay, super.

Mr. Longo: Forgive me a little laryngitis here, but we're good. Christopher Longo, Empire Engineering, representing Dave Gazillo, who is the contract vendee for the property along Ghents Road. The application is for a four (4) lot subdivision, but prior to that we've applied to the Town Board for a Change of Zone to the R-1 District, where it's currently agriculture.

That would allow for about 15,000 square foot minimum lots, but we're proposing just under one (1) acre. So rather than going through a variance for all four (4) lots and having some odd subdivision, we're proposing to Change the Zone. And we did go out to the site and it's four (4) acres total, so as I mentioned...

Chairman Ricker-Scannell: I'm going to stop you just for a quick second because you did mention the acreage. I noticed that the deed description references 6.86 acres, so was there something already parceled out?

Mr. Longo: Yeah, that description might be for the parcel just towards Helderberg Ave.

Chairman Ricker-Scannell: It's what came in the application.

Mr. Longo: All right, yeah, that description might have been for a previous larger piece.

Chairman Ricker-Scannell: Okay.

Mr. Longo: That house came off of this lot some years ago. So, apologies on that description, but it's not six (6) acres, it's only four (4).

Ms. Richer-Scannell: Okay.

Mr. Longo: So normally it would be pretty close with the acreage. However, the frontages would not meet the 150 feet in the Agriculture District. So, on the south side of this road, the parcels are all similar in nature to these four (4), and then the Netherlands Estates to the north are all similar to this parcel as well for what's being proposed.

Chairman Ricker-Scannell: Similar lot sizes as what you're proposing?

Mr. Longo: Yes.

Chairman Ricker-Scannell: So not agricultural, one acre, 150 foot frontage, 15,000 square feet or more, but closer to the one (1) acre part?

Mr. Longo: Netherlands actually I think is even smaller because that is currently zoned R-1.

Chairman Ricker-Scannell: Okay, but across the street from where you're looking. So, does that look similar?

Mr. Longo: Yes, those look similar to what we're proposing, and they are all less than 150 feet. Yeah, across the street is already less than 150 feet. We would still have about 130 or so depending on where those final lot lines land.

**David Gazzillo (Contract Vendee)
Ghents Road**

Chairman Ricker-Scannell: Okay, I know that this is just a little bit of a rough draft here of what we'd be looking at. One (1) of the things I noticed when I ventured down Ghents Road tonight was just how really forested, I mean, you kind of feel like that you're out in the country even though you're not out in the country. What is the plan as far as maintaining the green space that exists on that parcel?

Mr. Longo: So certainly, we would like to disturb the minimum necessary to get a house. There is water along that road, so there'd be a water service connection in the driveway, but you could probably be selective in how many trees you take out in the front yards, and then in the backyard behind the house we would need to install a septic system. But beyond that septic, I would imagine all the future landowners and homeowners here would want to keep as many trees as possible. You just need to have enough for a septic.

Chairman Ricker-Scannell: Right, I mean, so that would be, at least from my perspective, I can't speak for all the Members on the Planning Commission, but having that moving forward would, for me, be a deal breaker one (1) way or another. I noticed that that whole area has mature trees. I mean, you can see that map is great. Thank you for bringing that. You can really see all the mature trees across the street from this parcel, behind it and surrounding it, so I would hate to see just these big flat open spaces. I also will note that there was a lot of wildlife. Four (4) deer walked in, like, it was like a family of deer went walking nicely across the road in front of my car. So that, I'm sure, is something that I would like to see moving forward.

Chairman Ricker-Scannell: Mr. Collins, questions, comments, concerns?

Mr. Collins: No, I mean, I understand what you're saying with the area, but I agree with Kim, we hate to just clear-cut trees and make it barren when you have a chance to make a nice lot with, pristine trees so far. So, I mean, I would look at it going forward, but I hope that you wouldn't just clear cut everything and just desolate it and put up some big houses. That's all I have, but I agree with you, Kim.

Chairman Ricker-Scannell: Thank you. Yeah, and I also think that if this project were to move forward, or really any project in front of us, I think, , we're definitely learning as we go that more and more of the time, things will be going on the record, things are going to be going on Site Plans. I recently visited, I was invited to a little gathering over on Anna Court and, frankly, I was really surprised how many trees had been taken down after this Planning Commission had heard about how selective things were going to be. So, , I, again, would want to just see moving forward if this were to, if the Change of Zone does occur and if this Board gives a positive recommendation, at least from my perspective, it would be contingent on saving as much green space and mature trees as possible. Mr. Calder, questions, comments, concerns?

Mr. Calder: No, I'm just wondering, I know that the DPW comments mentioned about a PERC test and you're getting ready to do that soon because we're going to get some weather change here pretty soon.

Mr. Longo: Yes, so what we did is we did go out and did a preliminary test pit. We're waiting until we know how many number of lots to do the official test with the health department, but we did go and do a test pit and PERC test today with the owner and excavator and we did find 48 inches, 42 inches on the southern side down, there was a little, maybe six (6) to 12 inches of some flattening, not quite the whole four (4) foot, but I was actually a little surprised to see that the groundwater table was quite low. The sand, the sand is percolated at two (2) to three (3) minutes so that the sand where the leach fields will go is suitable and the groundwater, , seasonal groundwater was low enough that they could be conventional systems.

**David Gazzillo (Contract Vendee)
Ghents Road**

Mr. Calder: Okay, that's all I have, thank you.

Mr. Signore: I'm sorry, what do you consider?

Mr. Longo: Low compared to where you're trying to develop lots these days in that there's 12 inches down, you have to do a raised mound system. We didn't see that.

Mr. Signore: What about basements for the homes?

Mr. Longo: The homes will need to be set at the footing level will need to be set at that elevation. If you look across the street, those houses are kind of set up that same way, raised ranch kind of split levels, so we would set those footings at a similar elevation to make sure that that foundation stays dry. And when I say water, groundwater. I mean the seasonal, seasonal groundwater table where the septic system couldn't be. We didn't find an actual water table down to about seven feet (7'). It started to get a little bit moist, but we didn't find a water table where the water was settling out at that level either.

Mr. Calder: In septic systems? I was surprised that if you go farther down, you get in the back of Masullo and stuff, that water table you could about trip and get water. So that's good, I guess.

Mr. Longo: Yes, and actually in some comments from the excavator, I guess there was some, maybe some recent work in that area, drainage work, and from a little bit of canvassing with that street, they said that that really did improve the conditions on this road, on Ghents Road.

Mr. Calder: There's a big pond back there to use a retention pond in the back. And there's a lot of deer back there.

Chairman Ricker-Scannell: Yeah. Mrs. Ciampino?

Mrs. Ciampino: I agree with Kim. I mean that's a beautiful area over there, so I don't think that the neighbors would want to see a lot of their trees cut down. But other than that, I mean, I have nothing further.

Chairman Ricker-Scannell: Thank you. Mrs. Flansburg?

Mrs. Flansburg: I think it's a good fit in what's going on across the street. It's, , relatively similar to that. I do agree with Kim on being able to maintain as much of the mature trees as possible around what it is that you're looking to do. So, I'm in favor of it.

Chairman Ricker-Scannell: Thank you. Mr. Signore, did you have anything else?

Mr. Signore: No. My concern was the water table, of course, septic system. I'm familiar, very familiar with the area because I used to live there.

Chairman Ricker-Scannell: Nice. Mr. Miglucci?

Mr. Miglucci: The three (3), it looks like you got three (3) parcels back there. Are they landlocked?

Mr. Longo: That's the neighboring, that's the adjoining property. Okay. They, actually, I think we were in front of, I had represented that owner. We were in front of this Board, I believe, as part of a zoning ZBA application. They're working on that property back there, but they will, hopefully, they'll be able to come up with something. Actually, I can say this. So, our client here, Dave, has been asked

**David Gazzillo (Contract Vendee)
Ghents Road**

that in his deed they will not provide any easement so that one (1) of these lots couldn't get built on, or doesn't get built and somebody has access to the back.

Mr. Miglucci: So, it may stay for a while. It may stay wildlife friendly.

Mr. Longo: Yeah, I mean, , kind of separate from this conversation, I have represented those owners. It looks like there's one (1) building lot there that all three (3) of those, the application was for all three (3) of those lots to be consolidated. So maybe one (1) house, but it's extremely large where it wouldn't make sense to clear-cut that area either. But that's the adjoining property.

Mr. Miglucci: The same thing as cutting down trees and that. It's going to stay, . It would be good if it stayed that way.

Mr. Signore: Actually, the trees help absorb the water.

Chairman Ricker-Scannell: Yeah, I was thinking that too, and maybe that was when you were saying how you were surprised that there wasn't as much water. Well, those trees are sucking up all the water, right?

Mr. Calder: That is a dead end back there in the back, right?

Mr. Longo: Yes, yes.

Mr. Calder: And it's a turnaround just before the dead end. So, he did that for school buses and stuff. I'm kind of familiar with that area. I know that, well, anyway, I'm familiar with it. There were some issues over there a while back.

Chairman Ricker-Scannell: With water?

Mr. Calder: No.

Mr. Collins: I have one (1) more question.

Chairman Ricker-Scannell: Yes, Clark?

Mr. Collins: You made a comment. You said that you're going to put the water shutoffs in the driveways? Is that what you said?

Mr. Longo: The front yard will need a water service and a driveway.

Mr. Collins: Okay, I misunderstood what you said. Oh, okay. Some of our houses have the shutoff in the driveway and then they've got to tear up the driveway if they have a problem. So, I must have misheard. No, I'm good.

Mr. Longo: Well, yeah, no, that was more so about the clearing. I mean, hopefully we can selectively keep some of those mature trees in the front yard. We'll have to snake around a water service and a driveway for each lot. But, , it would be nice to leave some of the mature growth.

Chairman Ricker-Scannell: Clark, I have a question about water.

Mr. Collins: Oh, boy. Okay, make it easy. I had a rough day. What's that?

David Gazillo (Contract Vendee)
Ghents Road

Chairman Ricker-Scannell: I know. Does it make a difference if you do a perc test now with all the trees there and then you take a bunch of trees down and you do another perc test? Don't look at him, only look at me.

Mr. Collins: It's possible if you clear cut something, it would probably make a difference because like I say, the root systems absorb so much water continuously. When they're not there, water can pool and it can, anything is possible. If you clear cut anything, what I mean? Like you say, trees suck up a lot of water.

Chairman Ricker-Scannell: Yeah, I just, it seems unusual to me that, I mean, great. It sounds wonderful if we were able to change the infrastructure a little bit over there and drainage is better. So, that might be something we wanted to also keep in the back of our minds. If the Town Board does decide to go ahead and approve the Change of Zone that after the strategic clear cutting is done, if it comes back to us that we would want to have those perc tests may be performed again after that occurs. But I guess that's not what we're here to do tonight. I'm getting a little ahead of myself. I don't know if this Board feels that you have been given enough information to make a report or recommendation. Either way, I would entertain a positive or negative recommendation to the Town Board at this time if anyone would like to make one (1).

Mrs. Flansburg: I will make a recommendation to the Town Board for a Change of Zone in a positive way. I think he's presented it well. We're not here for Site Plan review. We're just here for the Change of Zone. I think it fits with the character of the neighborhood that it's in. And the issues that we talked about would come back to us during Site Plan review.

Chairman Ricker-Scannell: So, while I accept that motion, I would just add that as part of the report and recommendation, while we're not here for Site Plan review, it would be the report and recommendation of this committee that as many mature trees as could be saved should be saved if this project were to be given. I mean, that's part of my recommendation to the Town Board, that if we're going to just say, sure, go ahead and give a Change of Zone, we're not saying to do that and sacrifice a lot of green space for that. I don't know if we want in other areas when we've given report and recommendations, we kind of have reasons why we think it's good. It goes along with the character of the neighborhood. Obviously, four (4) lucky people would have beautiful homes in the beautiful town of Rotterdam and pay their...

Mrs. Flansburg: With mature trees.

Chairman Ricker-Scannell: With mature trees and pay their beautiful taxes. So, it's a win-win and I like that. But I would like to include some recommendations for the Town Board to consider because we're talking about it. What do you think about that?

Mrs. Flansburg: That would be lovely. I'd be happy to add that.

Chairman Ricker-Scannell: Would anyone like to second that?

Mr. Collins: I'll second that.

Chairman Ricker-Scannell: Thank you. Donna, could you please call the roll?

Ms. Levasseur: Mr. Collins?

Mr. Collins: Yes.

**David Gazillo (Contract Vendee)
Ghents Road**

Ms. Levasseur: Mr. Calder?

Mr. Calder: Yes.

Ms. Levasseur: Mr. Signore?

Mr. Signore: Yes.

Ms. Levasseur: Mr. Miglucchi?

Mr. Miglucchi: Yes.

Ms. Levasseur: Mrs. Ciampino?

Mrs. Ciampino: Yes.

Ms. Levasseur: Vice Chair Flansburg?

Vice Chairman Flansburg: Yes.

Ms. Levasseur: Chairman Ricker-Scannell?

Chairman Ricker-Scannell: Yes. All right.

Mr. Longo: Thank you.

Chairman Ricker-Scannell: Thank you.

Mr. Signore: Yeah, I got one (1) more question. As soon as the groundwater becomes an issue, let's just hypothetically say it. You can still put like raised ranches on there too, right? No basement or not?

Mr. Longo: Yes, definitely a raised ranch and minimize the depth of dig for the footing. Yeah, we're definitely thinking that. As far as the septic goes, there's all good sand suitable for the septic, no matter where that lower actual water table is. But the footing, we're going to keep the footing above.

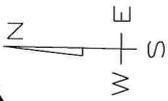
Mr. Signore: Worst case scenario would be a raised mound septic?

Mr. Longo: No, we don't anticipate a raised mound.

Mr. Signore: All right. Because I know the area well. That's why I mentioned that.

Mr. Longo: No, you make a good point on the footings in the basements. And that's something we're going to keep an eye on when we make the grading plan. But the septic will be in ground. We're not going to have to import any materials.

Chairman Ricker-Scannell: Thank you. Go home and rest your voice.



SITE LOCATION MAP
SCALE: N.T.S.

No.	Revision Description	Date

PROPOSE TO ANY PARTY FOR SHALL CALL IN A TRACT TO BE 50' SETBACK TO THE

IF THE PROPOSED SETBACKS ARE NOT SHOWN ON THIS MAP, CALL DISKAY FOR FURTHER INFORMATION.

CHRODOPOL & LONGO, P.E.
1515 1ST ST. #200
ROCHESTER, NY 14620



EMPIRE ENGINEERING, PLLC
1515 1ST ST. #200
ROCHESTER, NY 14620
PH: (518) 280-3711
EMAIL: C200@EMPIREENGINEERING.NET

PROJECT
GHENTS ROAD
ROTTERDAM, NY

CONCEPT DEVELOPMENT
PLAN
DATE: 10/9/2025
SCALE: 1"=40'
PROJECT NO: C101
SHEET NO: 25060

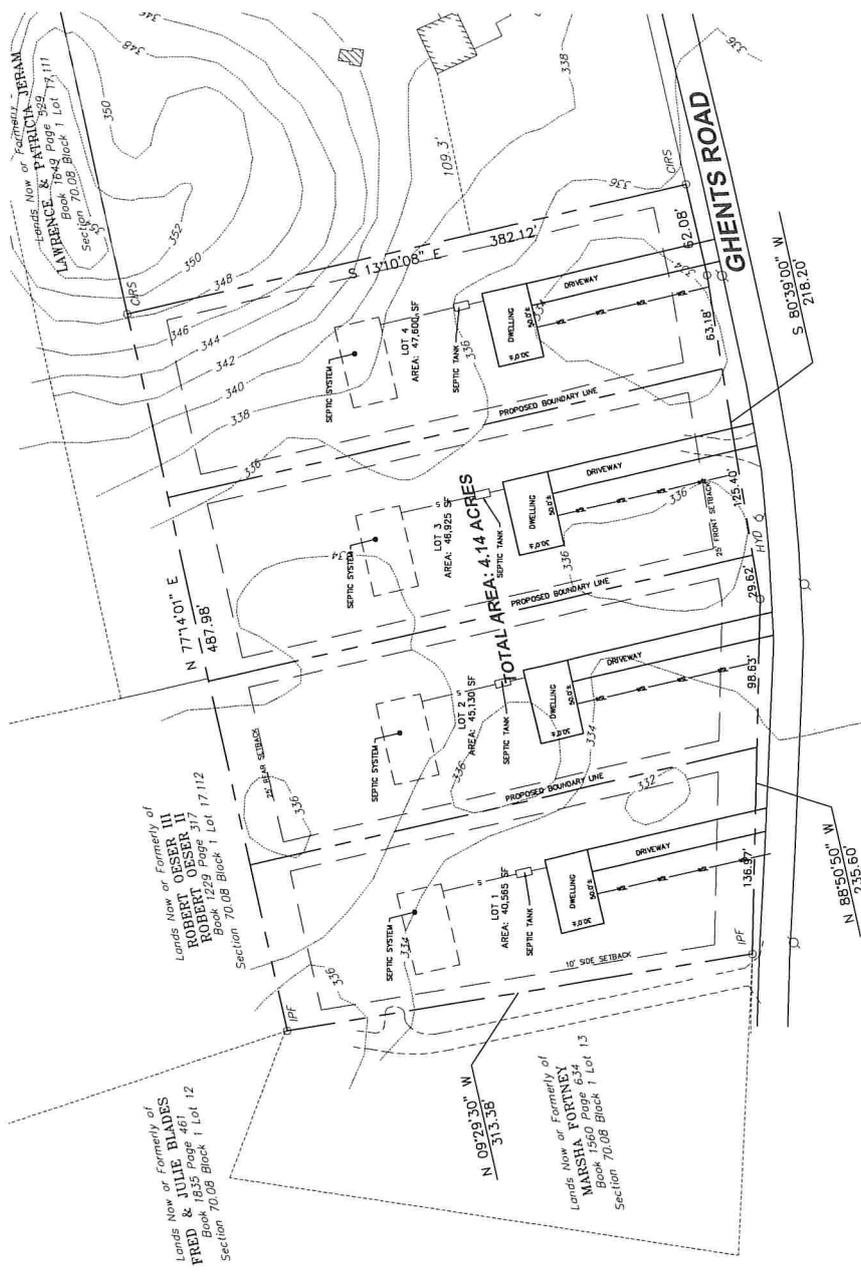
PROJECT INFORMATION:
OWNER: R. CHARLES FERRI
230 CENTRE RD
ROTTERDAM, NY 12872
APPLICANT: DAVID CALLO
1000 W. 1ST ST
ROTTERDAM, NY 12808
PROPERTY LOCATION:
ROTTERDAM, NY 12808
PROPERTY TAX MAP ID:
78-1-14Z
PROJECT NO: C101
MUNICIPALITY:
Schenectady County
Schenectady County

ZONING:
PROPOSED USE: ONE FAMILY RESIDENTIAL
LOT AREA:
REQUIRED: 13,000 SF
REAR SETBACK:
REQUIRED: 25 FT
REAR: 25 FT

MAP REFERENCE:
1) PROPOSED SUBDIVISION STAG GHENTS ROAD DATED JUNE 2011
OWNED BY DISKAY & HADDOCK LAND SURVEYORS LLP.

GENERAL NOTES:

- 1) HORIZONTAL ELEVATIONS TO THIS MAP ARE BASED UPON THE DATUM.
- 2) TOPOGRAPHY SHOWN HEREIN IS FOR REFERENCE ONLY.
- 3) SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS OR RESTRICTIONS, RECORDED OR UNRECORDED.
- 4) SURVEY POINTS ARE SHOWN AS 'X' MARKS WITH AN 'X' UP TO DATE NAD83 COORDINATES.
- 5) UNDERGROUND UTILITIES IF SHOWN HEREON ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION OF UTILITIES IS NOT GUARANTEED. THE CONTRACTOR SHALL VERIFY THE LOCATION OF UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION.





Ausfeld & Waldruff Land Surveyors LLP
514 State Street, Schenectady, New York 12305
Phone: (518) 346-1595 Fax: (518) 770-1655
www.awslp.com

LEGAL DESCRIPTION

*2193 Ghents Road
Containing 6.86 acres*

All that piece or parcel of land situate in the Town of Rotterdam, County of Schenectady and the State of New York, bounded and described as follows:

Beginning at a point located along the northerly line of Ghents Road, said point being the intersection formed by said northerly line of Ghents Road with the division line between the lands now or formerly of Paul & Maria Longo (Book 1455, Page 136) on the east and the lands herein described being the lands now or formerly of Jeanette Robb & R. Charles Ferri (Book 1652, Page 919 on the west; thence in a westerly direction and along the aforesaid northerly line of Ghents Road, the following three courses: 1) South 76°49'52" West, 367.96 feet to a point; 2) South 80°39'00" West, 218.20 feet to a point and 3) North 88°50'50" West, 235.60 feet to a point; thence in a northerly direction and along the easterly line of the lands now or formerly of Marsha Fortney (Book 1560, Page 634), North 09°29'30" West, 313.38 feet to a point; thence in an easterly direction and along the lands now or formerly of Robert Oeser (Book 1229, Page 317) and the lands now or formerly of Lawrence and Patricia Jeram (Book 1649, Page 529), North 77°14'01" East, 804.02 feet to a point; thence in a southerly direction and along the aforesaid lands of Longo, South 11°38'19" East, 380.04 feet to the point or place of beginning.

Containing in all 6.86 acres of land being more or less



July 29, 2011

Vincent P. Ausfeld P.L.S.

Z:\PROJECTS\2011\11-687\2193 Ghents Road Subdivision.doc



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 §270

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

February 18 of the year 20 26

Local Law Title: AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE ON A ±4.14-ACRE PARCEL FROM AGRICULTURE (A-1) TO SINGLE FAMILY RESIDENTIAL (R-1) LOCATED BETWEEN 2229 & 2193 GHENTS ROAD NORTH SIDE

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

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)

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 1 of 2026 of the (County)(City)(Town)(Village) of ROTTERDAM was duly passed by the ROTTERDAM TOWN BOARD on FEBRUARY 25, 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.

RESOLUTION NO. 87.26

**TO APPROVE AND EXECUTE AN AGREEMENT FOR THE WATER METER
PROJECT ENGINEERING SERVICES WITH KB ENGINEERING**

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 an agreement with KB Engineering to address the twelve comments needing further engineering input on the NYS Environmental Facilities Corporation GIGP grant for the Water Metering Evaluation Report extended until April 15, 2026 in the amount not to exceed fifteen thousand and nine hundred and 00/100 dollars (\$15,900.00), billed monthly based on a percentage complete basis.

SECTION 2. This resolution shall become effective February 25, 2026

DATED: February 25, 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: February 17, 2026
TO: Town Board
FROM: Fred C. Mastroianni, P.E. Town Consultant Engineer
TITLE OF REQUEST: Water Meter Project Engineering Services
TOWN BOARD MEETING: February 25, 2026

Background Information:

NYS Environmental Facilities Corporation (EFC) reviewed an engineering report titled Water Metering Evaluation Report prepared on behalf of the Town. The report was related to the GIGP grant received by the Town in the amount of \$3 million. EFC provided twelve comments that need further engineering input.

Evaluation/Analysis:

KB Engineering provided a proposal to address the comments for a not exceeding amount of \$15,900.00. Since they prepared the initial report, it is less costly for them to update the report versus hiring a new firm.

Recommendation(s):

I recommend accepting the proposal to update the report. The deadline to complete the updated report is anticipated to be extended to April 15, 2026.

Attachment/Document(s):

KB Engineering proposal and EFC comments.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): No

LEGISLATION WILL BE PREPARED BY: Supervisors Office

February 2, 2026

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

Re: **Town of Rotterdam**
Water Meter Project
Proposal for Engineering Services
Our Project #261114

Dear Mr. Polimeni:

KB Engineering & Architecture, P.C. (KB ENGINEERING) is pleased to submit this Proposal to provide Professional Engineering Services related to the above-mentioned project. The Town of Rotterdam Water Distribution System Universal Metering Initiative Implementation Plan ("Plan") dated December 30, 2019 and revised June 15, 2020 as prepared by KB ENGINEERING was developed to address the additional requirements imposed by NYSDEC on the Town's Water Withdrawal Permit in October of 2019 in response to the Town's request to increase the water withdrawal amount from 10 MGD to 12 MGD. Condition #19 of the revised permit required the Town to prepare and "submit a plan for Department review and comment that outlines the steps to be taken to comply with" four other conditions of the permit as stated below:

- Metering all sources and customers (Condition #14)
- Meter calibration (Condition #15)
- Conducting Water Audits (Condition #17)
- Developing a Leak Detection and Repair Program (Condition #18)

The Plan was developed as an outline of the program as required by NYSDEC and was approved by NYSDEC on January 6, 2022. The NYSDEC requested the Town update the Plan, the project schedule and review the cost estimates. KB Engineering completed this work last year and issued the Water Metering Evaluation Report dated May 2025. On January 29, 2026, NYSEFC provided twelve (12) comments on the Report via email that they wanted responses to by February 6, 2026. Only a week to address the comments is not sufficient and an email to EFC requesting that the submission date be revised to March 16, 2026 has been drafted. We propose the following scope of engineering services to address the comments by 3/16/2026:

A. Base Services

1. KB ENGINEERING will provide recommended updates to the body of the Metering Plan based upon several of the minor EFC comments from the 1/29/2026 email, specifically #1, 3, 5, 8, 10 and 12.
2. KB ENGINEERING will revise the alternatives per comment #2 to include remove the existing two (2) alternatives and evaluate the system monitoring and reporting utilizing Automated Meter Reading

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- (AMR) using drive-by data collection versus Advanced Metering Infrastructure (AMI) using smart meters and two-way cellular communication to transmit data directly to the Town.
3. KB ENGINEERING will perform a life cycle cost analysis for each feasible alternative per comment #6.
 4. KB ENGINEERING will provide the basis of selection, capital cost estimate, O&M cost estimate, estimated user cost and schedule for the recommended alternative per comment #4.
 5. KB ENGINEERING will develop updated, detailed cost estimates for the project capital costs and convert to an annual debt service cost per residential user, including an O&M component. To comply with comment #7, three (3) funding scenarios will be evaluated: best possible, most likely and worst case.
 6. KB ENGINEERING will revise the cost estimates to include inflation to the dates of construction start for the overall project schedule phases to address comment #9.
 7. KB ENGINEERING will prepare an updated schedule for comment #11 to show the metering plan implementation taking into account the anticipated funding and then separating the project work into appropriate phases.
 8. KB ENGINEERING will submit the revised Engineering Report to EFC and will address one round of comments.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed **\$15,900.00**, to be billed monthly on a percentage complete basis.

- C. Exceptions and Limitations: A Water Rate Study, meter calibration, and conducting water audits are not included in this proposal.

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

Mr. Polimeni
Proposal – Water Meter Project
February 2, 2026

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.

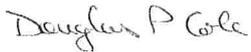
F. Terms & Conditions

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 & Architecture, P.C.



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

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF ROTTERDAM:

John Polimeni, Supervisor

DATE: _____

AGREED TO BY KB ENGINEERING &
ARCHITECTURE, P.C.:



Kumar Buvanendaran – President & CEO

DATE: 2/2/2026

1. General Provisions. These Standard Terms & Conditions ("ST&C"), together with the accompanying proposal, constitute the full and complete Agreement between Jacobi Toombs and KB Engineering & Architecture PC ("KB") and the entity or person to whom the proposal is addressed ("Client") to perform the base services as outlined in the proposal ("Services"). Any services excluded from the proposal shall not be part of the Services unless added per Section 2 of this Agreement. The Client acknowledges receipt of and accepts these ST&C by receiving the proposal. Client agrees that these ST&C shall supersede any Client terms and conditions whenever signed by KB unless the Client provides written notice to KB's authorized representative within five days of the proposal date explicitly rejecting these ST&C. Any purported changes or modifications to these ST&C shall be null and void unless they are initialed and dated adjacent to the purported change or modification by an authorized KB representative. The Client agrees that upon its authorization to proceed to KB, these ST&C shall supersede any subsequent Client terms and conditions signed by KB. KB and Client may be referred to collectively herein as "the Parties," and any of them may be called "a Party." The technical and pricing information in the proposal is confidential and proprietary property of KB. It shall not be disclosed or made available to third parties without the prior express written consent of KB. Unless otherwise specified in the proposal, the proposal fees and schedule constitute KB'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 necessitate revisions in scope and fee. KB will inform the Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith in accordance with Section 2 of this Agreement.

2. Modification or Amendment to this Agreement. Additional services may be undertaken at KB's sole discretion. This Agreement may only be changed, amended, supplemented, superseded, or waived if both parties specifically agree in writing to such amendment before the effective date.

3. Independent Contractor. KB is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or establish an employer/employee or principal/agent

relationship between KB and Client or its subcontractors or consultants. Client agrees that KB has been engaged to provide professional services only, and that KB does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement.

4. Standard of Care. KB'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"). Nothing in this Agreement, the Client's terms and conditions or any other document will require a level of performance higher than this Standard of Care. No other warranty of any kind (including but not limited to fit for purpose and free from defect type warranties), whether express or implied, at common law or created by statute, is extended, made, or intended by the performance of KB's Services under the Agreement for this project.

5. Invoicing and Payment. KB fees are quoted for the present calendar year of the proposal and will be subject to escalation on January 1st each year thereafter as determined by KB in its sole discretion. The Client shall pay KB according to the rates and charges outlined in the proposal. Invoices are net cash, due and payable upon receipt, but no later than thirty (30) days from the invoice date. Full payment of all invoices will be due before the release of any Work Product. Payment shall not be subject to any withholding or retention except for disputed fees. In writing, the Client shall notify KB of any disputed fees within seven (7) days from the invoice date, give reasons for the objection, and promptly pay the undisputed fees. If the Client fails to make any payment due to KB for Services and expenses within thirty (30) days after receipt of KB's invoice, the fees due KB will be increased at the rate of 1.5% per month from said thirtieth day. In addition, KB may suspend Services under this Agreement upon written notice to Client for any breach of this Agreement, including nonpayment of KB's fees. In the event of a suspension of Services, KB shall have no liability or responsibility to the Client for delay or damage caused to the Client because of such suspension of Services. Upon suspension, Client shall pay all undisputed fees before KB continues any performance of Services or delivery of any

deliverables. The Client shall pay KB any fees or expenditures incurred to suspend and restart Services. If KB employs the services of any attorney or collection agency to collect any sums due hereunder or to enforce any terms contained herein. In that case, Client agrees to pay KB for its staff time to collect payment, collection agency fees, reasonable attorney's fees, and court costs incurred by KB to collect outstanding fees.

6. Client Scope Changes and Delays. Singular or aggregate Client scope changes in the design or Client delays to the design may result in additional fees and schedule relief. The Client agrees that changes and modifications to the design after thirty percent (30%) design completion may result in additional fees and schedule relief. Any fee and schedule changes shall be made per Section 2 of this Agreement.

7. Right of Entry. The Client shall be responsible for obtaining all legal right-of-entry and associated costs on properties required by the project.

8. Reliance. KB 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 KB's independent verification unless required by the Standard of Care. Client agrees to indemnify, defend, and hold harmless KB to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by KB or others due to KB's reliance on such information contemplated under this Section.

9. Regulatory Permits. KB does not represent or guarantee that any permit or approval will be issued by any governmental body, given the complexity and frequent changes in applicable rules, regulations, and interpretations by authorities. The fees and corresponding scope of Services have been formulated based upon existing regulatory codes, ordinances, and procedures known to KB on the date of proposal preparation. If subsequent regulatory changes require revisions to Services completed or an increased level of effort, compensation for these additional services shall be provided in accordance with Section 2 herein. This Agreement does not include application fees required by any regulatory

agency. We ask that the Client furnish the appropriate fee when applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon the Engineer of Record inspection and certification of construction. If such a condition is imposed, progress and final inspections must be provided by KB. Compensation for this additional work shall be provided by Section 2 herein.

10. Insurance. KB will maintain workers' compensation insurance as required under the state's laws in which the Services will be performed. KB 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 for \$1,000,000 per claim and \$2,000,000 in the aggregate covering negligent performance of Services; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish certificates of insurance to Client reflecting KB's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.

11. Confidentiality. KB 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 KB against claims or liabilities arising from the performance of Services under this Agreement. KB's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

12. Work Product. Upon Client's payment of all fees due and owing KB, ownership of KB's final deliverables, drawings, specifications and other documents and electronic data furnished by KB under this Agreement ("Work Product") shall pass to Client subject to the following limitations: Client acknowledges and agrees that: (i) KB's Work Product is not intended or represented to be suitable for use on the Project unless completed and signed by KB's

authorized representative; (ii) Work Product marked with words such as not for construction, permitting plans, or marked with any similar statement is not suitable for construction and Client may not rely on this Work Product for construction purposes and does so at its own risk; (iii) regardless of any state or local law or regulation, Client agrees that KB shall no longer be the Engineer or Architect of Record, and shall have no liability whatsoever, for KB's Work Product, obtained without KB's permission, from any public record, or by the Client in accordance with this section, provided to a third party for use on the Project or any other project; (iv) KB's Work Product is not intended for use or reuse by Client or others for additions or alterations to the Project or any other project without prior written authorization (including completion, verification and adaption) by KB; (v) any such use, reuse or modification of KB's Work Product will be at Client's and others sole risk and without liability or legal exposure to KB; (vi) Client shall indemnify, defend and hold harmless KB and its owners and employees from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such use, reuse or modification of KB's Work Product; and (vii) Client shall grant to KB an irrevocable, perpetual, fully paid-up right and license to use, exploit, manufacture, distribute, copy, adapt and display the Work Product, including any enhancements thereof. Any opinions rendered by KB pursuant to this Agreement or in Work Product 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 KB.

13. Termination of Services and Agreement.

Either Party may terminate this Agreement upon ten (10) days' written notice to the other Party. Whether Client or KB terminates this Agreement, the Client agrees to compensate KB for all Service fees and additional services agreed hereunder, performed, and commitments made before the termination, together with reimbursable expenses, including those of subcontractors, subconsultants, and vendors.

14. Indemnification. Subjection to Section 19 of this Agreement, KB shall indemnify and hold the Client harmless from any loss or damage to the proportionate extent caused by KB's negligent performance of services under this Agreement. The Client shall indemnify and hold KB harmless from any

loss or damage caused by the Client's acts or omissions.

15. Mutual Waiver of Consequential Damages. In no event shall either Party be liable to the other, whether in contract, tort, or any other cause whatsoever, for any consequential, liquidated damages, special, incidental, indirect, punitive, or exemplary damages, and the Parties release each other from any such liability.

16. Design Services During Construction (DSDC).

If KB 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. KB shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall KB 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. KB 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 KB's DSDC includes shop drawing review or requests for information as outlined in KB's Services, KB will review (or take other appropriate action concerning) shop drawings, samples, and other data that KB's Services require KB to review, but only for conformance with KB's design concept of the project and compliance with the information outlined 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), construction, or safety precautions and programs incident thereto. KB'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 Services, and the Client requests DSDC from KB, Client and KB shall execute a written amendment per Section 2 of this Agreement.

17. Certifications. KB shall not be required to sign any documents, no matter by whom requested, including for the Client to obtain financing, that would result in KB's having to exceed the Standard of Care, or provide certification, a guarantee, or a warranty that a contractor or third party's work on the project conforms to the contract documents, or agree to terms that conflict with these ST&C.

18. Opinion of Possible Costs. When required as part of its scope of Services outlined in its proposal, KB will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of possible cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by KB hereunder will be made based on KB's experience and qualifications. They will represent KB's judgment per the Standard of Care. Except to the extent directly caused by a breach of the Standard of Care, KB is not responsible for and has no liability for quantity variances. The Client will not seek reimbursement from KB for costs arising from or related to such variances. Client acknowledges and agrees that: (i) the interim Work Product prepared and delivered by KB for the project are preliminary, not fully detailed, subject to change, and not ready for construction; (ii) Client is responsible for pricing assumptions and quantity take-offs; and (iii) KB does not guarantee or warrant that its designs can be constructed within a lump sum price, GMP, contract budget, or other estimated or bid value.

19. Risk Allocations. Client and KB have discussed the project's risks, rewards, anticipated outcome, and an estimated total fee for KB's scope of Services and fully agree to the following risk allocations. To the fullest extent permitted by law, KB's total liability to Client (including anyone claiming by or through Client) for damages of any nature shall not exceed, in the aggregate, fifty thousand dollars, whether in contract, tort, or any other cause.

20. Force Majeure. If either party is prevented, hindered, or delayed in performing any of its obligations hereunder because of a Force Majeure occurrence, such party shall notify the other party, in

writing, of the occurrence of such an event and the circumstances thereof within five (5) days after the occurrence of such an event. The civil code or common law in the jurisdiction where the project is located shall define Force Majeure. To the extent that a party's performance of its obligations hereunder is prevented, hindered or delayed by an event of Force Majeure and to the extent that notice has been given to the other party, such party shall be excused as of the date of occurrence of the event of Force Majeure from the performance or punctual performance of its obligations hereunder for so long as the relevant event of Force Majeure continues.

21. Certificate of Merit: Client shall make no claim (whether directly or in the form of a third-party claim) against KB unless Client shall have first provided KB with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such a certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to KB thirty (30) days before the institution of such judicial proceedings.

22. Dispute Resolution. If a dispute arises out of this Agreement or a breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by negotiation, before initiating legal proceedings, Client and KB agree to submit to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will share equally in their costs, and 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 that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. The Client agrees that any claim against KB shall be brought within one (1) year from the date of KB's final invoice, regardless of any applicable statute of repose or statute of limitation.

23. Precedence. These ST&C shall take precedence over and supersede any Client counterproposal,

contract, purchase order, requisition, notice to proceed, or similar or like document.

24. 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.

25. Survival. These ST&C shall survive the completion of KB's Services on the project, the suspension or termination of Services for any cause, and shall remain in full force and effect until KB is paid in full for all fees due hereunder.

26. Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws of the state where the project is located, without regard to conflict of laws. All disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in the state where the project is located. If Client commences any legal action in connection with this Agreement, and KB prevails in such action, KB shall be entitled to recover, in addition to court costs, the amount of its attorneys' fees arising out of or related to the legal action, including consultant and expert's fees.

27. Assignment. This Agreement is not assignable by Client to any third party without the express prior written consent of KB. KB may assign this contract to any affiliate, subsidiary, or, in case of an acquisition or merger, the buyer.

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

29. Construction Means, Methods, and Safety. KB is not responsible for selecting, supervising, directing, controlling, or otherwise being in charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs, or for the failure of Client, its contractor, engineers, architect, subcontractors, or other materialmen or service providers not engaged

by KB to perform and complete construction of the project per the contract documents.

31. Compliance with Laws. In the event that standards of practice or legal requirements change during the project, KB shall promptly notify the Client of such changes and any additional costs that this may create, both in the Project cost itself and the compensation due to KB.

32. Headings. Section or paragraph headings included herein are for convenience of reference only and shall not modify, define, expand, or limit any of the terms or provisions hereof.

RESOLUTION NO. 88.26

**TO AMEND RESOLUTION 22.26 OF THE YEAR 2026;
TO APPOINT INDIVIDUALS TO VARIOUS PART TIME POSITIONS AND DUTIES
FOR THE CALENDAR YEAR 2026**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 22.26, as amended, is hereby amended, and restated to read as follows: The following individuals are hereby appointed/reappointed to various part-time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2026 as follows:

Title	Employee	Status	Rate of Pay
Bingo Inspector	William Purcell	Part-Time	\$17.00 per hour
Clerk – Highway Department	Donna Larsen	Part-Time	\$19.50 per hour
Clerk – Police Department	Allison Armstrong	Part-Time	\$24.38 per hour
Director-Senior Center	Diane Marco	Part-Time	\$35.00 per hour
Clerk – Receiver of Taxes ¹	Jody Binkley	Part-Time	\$25.00 per hour
Clerk – Receiver of Taxes	Debra Dalton	Part-Time	\$25.00 per hour
Deputy Highway Superintendent ²	Joseph Marsello	Part-Time	\$33.50 per hour
Dog Control Officer	Darla Gullotta	Part-Time	\$15,000 annually
Dog Control Officer	Heather Newell	Part-Time	\$15,000 annually
Project Coordinator, Office of the Aging ³	Jaime K. Doriguzzi-Lichorat	Part-Time	\$35.00 per hour
Senior Center Bus Driver	Mark D’Alessandro	Part-Time	\$20.00 per hour
Senior Center Bus Driver (Back-up)	Frederick Waller	Part-Time	\$20.00 per hour
Stormwater Program Coordinator	Mary Barrie	Part-Time	\$35.00 per hour
School Traffic Officer ⁴	Floyd Rorick	Part-Time	\$17.00 per hour
Wastewater Treatment Plant Operator	Brion Dufek	Part-Time	\$70.00 per hour

¹ Not to exceed \$23,000 annually.

² Not to exceed \$35,000 annually.

³ Not to exceed \$35,000 annually.

⁴ Not to exceed 4 hours per day.

SECTION 3. This resolution shall be in effect as of February 25, 2026.

DATED: February 25, 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: February 20, 2026
TO: Town Board
FROM: John Polimeni, Supervisor

TITLE OF REQUEST: Appoint Jaime K. Doriguzzi-Lichorat to the position of part time Project Coordinator, Office of the Aging, due to the resignation of Linda Testa. To remove Chris Amorosi from the part time Fire inspector, due to his resignation, with currently no replacement. Change Diane Marco's title from Clerk, Consultant, part time to Director, Senior Center, part time. All with no change in compensation

TOWN BOARD MEETING: February 25, 2026

Background Information: Ms. Doriguzzi-Lichorat has been a lifelong Rotterdam resident and has vast knowledge of all the senior programs within Rotterdam and Schenectady County. Ms. Marco was a full time employee at the Town and has vast knowledge of the Senior Center, the activities and the employees.

Evaluation/Analysis: Ms. Marco has been an asset to the town and would be valuable as a part time employee on an as needed basis. Ms. Doriguzzi-Lichorat would be an asset to the town with her vast knowledge and there would be no interruption in activities at the Senior Center

Recommendation(s): Recommend to appoint Jaime Doriguzzi-Lichorat as a Part Time Project Coordinator and change Diane Marco's title to Part Time, Director of Senior Center.

Attachment/Document(s): Resolution 22.26

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

At the Organizational 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 Thursday, January 1, 2026, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 22.26

TO APPOINT INDIVIDUALS TO VARIOUS PART-TIME POSITIONS AND DUTIES FOR THE CALENDAR YEAR 2026

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed to various part-time positions at the indicated rates of pay, on an as-needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2026 as follows:

Title	Employee	Status	Rate of Pay
Bingo Inspector	William Purcell	Part-Time	\$17.00 per hour
Clerk – Highway Department	Donna Larsen	Part-Time	\$19.50 per hour
Clerk – Police Department	Allison Armstrong	Part-Time	\$24.38 per hour
Clerk – Consultant	Diane Marco	Part-Time	\$35.00 per hour
Clerk – Receiver of Taxes ¹	Jody Binkley	Part-Time	\$25.00 per hour
Clerk – Receiver of Taxes	Debra Dalton	Part-Time	\$25.00 per hour
Deputy Highway Superintendent ²	Joseph Marsello	Part-Time	\$33.50 per hour
Dog Control Officer	Darla Gullotta	Part-Time	\$15,000 annually
Dog Control Officer	Heather Newell	Part-Time	\$15,000 annually
Fire Inspector ³	Chris Amorosi	Part-Time	\$25.00 per hour
Project Coordinator, Office of the Aging ⁴	Linda Testa	Part-Time	\$35.00 per hour
Senior Center Bus Driver	Mark D’Alessandro	Part-Time	\$20.00 per hour
Senior Center Bus Driver (Back-up)	Frederick Waller	Part-Time	\$20.00 per hour
Stormwater Program Coordinator	Mary Barrie	Part-Time	\$35.00 per hour
School Traffic Officer ⁵	Floyd Rorick	Part-Time	\$17.00 per hour
Wastewater Treatment Plant Operator	Brion Dufek	Part-Time	\$70.00 per hour

¹ Not to exceed \$23,000 annually.

² Not to exceed \$35,000 annually.

³ Not to exceed 15 hours per week.

⁴ Not to exceed \$35,000 annually.

⁵ Not to exceed 4 hours per day.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 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 by the Town Board of the Town of Rotterdam Organizational Meeting on January 1, 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 received the meeting 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 January 8, 2026.



Megan Griffin, Town Clerk



RESOLUTION NO. 89.26

TO PURCHASE GENERATOR FOR DUANESBURG ROAD (GOLUB) PUMP STATION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with B&D Industries to purchase a Generac Generator for the Duanesburg Road (Golub) pump station in the Town, in the amount not to exceed thirty two thousand three hundred forty and 00/100 (\$32,340.00) dollars.

SECTION 2. This resolution shall become effective February 25, 2026.

DATED: February 25, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: February 23, 2026

TO: Town Board

FROM: Tammy Whelan, Confidential
Secretary to the Director of Public Works

TITLE OF REQUEST: To purchase a Generator for Duanesburg Road
(Golub) Pump Station

TOWN BOARD MEETING: February 25, 2026

Background Information: The Town has generators for their pump stations in case of power outages.

Evaluation/Analysis: The generator at the pump station at Duanesburg Road (Golub) is beyond repair. The generator is 38 years old). The town will do the prep work to install the new generator.

Recommendation(s): Alan Aldi recommends the Generac 35Kw Generator from B & D Industries, Inc. at a price not to exceed \$32,340.00. The Generac is in stock.

Attachment/Document(s): Quotes from B&D Industries, Inc., Spring Electric Incorporated and Middleton Electric LLC.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY:

Alan Aldi

From: Nick DeNyse <ndenyse@banddindustries.com>
Sent: Friday, January 30, 2026 10:08 AM
To: Alan Aldi
Cc: Brandon Hendrick; Daniel Carlino
Subject: Proposal Golub Pump Station Generator
Attachments: PROP Golub Generator Replacement 1.30.26.docx

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.

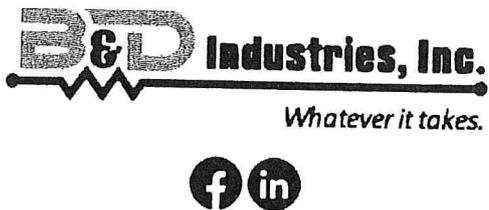
Good morning Al,

Please see attached quote for the generator replacement at Golub.

Total is \$35,140 if we do the rigging or you can deduct \$2,800 if the town wants to rig like last time, which would make the total \$32,340.00

Please feel free to reach out with any questions

Thanks !



Nick DeNyse | Area Manager

 Office: (518) 400-7412 Ext 204

 Mobile: (518) 495-2040

 ndenyse@banddindustries.com

 <https://banddindustries.com>

NEW MEXICO

9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO

303 Texas Ave.
Eunice, NM 88231
Phone: (575) 394-1182
Fax: (505) 298-2114

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 559-2589

Warehouse, Prefab
and Sheet Metal Fab Shop
3712 Edith Blvd NE
Albuquerque, NM 87107

ARIZONA

3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002
24-Hour Service: (480) 901-4880

NEW YORK

65 Washington Street,
Rensselaer, NY 12144
Phone: (518) 400-7412

Alan Aldi
Town Of Rotterdam

January 30, 2026

Golub Pump Station Generator Replacement

Thank you for the opportunity to provide an electrical price for this project.

Price: \$35,140.00 (Thirty Five Thousand One Hundred Forty Dollars 0/100)
Deduct -\$2,800 Crane /Rigging & disposal if Town wants to perform this scope

Inclusions:

1. Disconnect Existing 35Kw Cummins Generator electrical and gas connections
2. Utilize small crane or boom truck to rig the existing unit out and dispose of
3. Provide & Install new Cummins 36 KW Propane unit with factory start up and commissioning.
4. Utilize existing concrete pad
5. Re-install electrical connections, extend as needed.
6. Re-connect Natural gas connections and test
7. Standard business hours Mon-Fri 7:00am-3:30pm
8. IBEW labor rates effective 6/1/24-5/31/25
9. One (1) year warranty

Exclusions:

1. Sales tax
2. General site conditions, permits, inspections,
3. Shift work and overtime work
4. Saw cutting, coring, and patching of concrete, asphalt, etc.
5. Patching of any surface including siding, block, drywall, asphalt etc
6. Temporary power
7. Unforeseen site conditions that are irregular or unusual circumstances and may incur additional cost such as harder than usual digging conditions, hidden items, etc.
8. Repair of existing code violations, or upgrades other than those mentioned here-in
9. Any electrical not specifically addressed in this narrative or not shown on the bid documents

If you have any questions or concerns, please feel free to email or call.

Best regards,
Nick DeNyse
ndenyse@banddindustries.com
518-495-2040



93 Blue Factory Road
Averill Park, NY 12018
(518) 410-6182

Date: February 4, 2026
To: Town Of Rotterdam

Re GENERATOR REPLACEMENT AT GOLUB PUMP STATION

We are pleased to provide you with a quote for this project and look forward to working with you. Please contact me at 518-410-6182 with any questions. All quotes are valid for 90 days. All quotes are taxable unless tax exempt form is submitted with purchase order.

Electrical Scope:

Remove old generator

Install new Generac XG40KW generator

Does not include new concrete pad or fuel line if needed:

Demo old pad

Install new pad with fuel line from existing propane tank

\$12,000

Total Quote: \$32,500 for generator install only

Sincerely,

Patrick P. Spring, Vice President/ Master Electrician



MIDDLETON ELECTRIC LLC
 633 Tanner Rd
 Clifton Park, NY 12065-1518
 USA
 5183560656
 mmiddleton@middletonelectricllc.com



MIDDLETON ELECTRIC

Estimate

ADDRESS
 Town Of Rotterdam

ESTIMATE # 1190
DATE 02/22/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Material and Labor	Remove existing generator and install new Generac XG40KW Generator	1	33,500.00	33,500.00

All quotes are taxable unless tax exempt form is submitted with purchase order

This is for work performed at Golub pump station

SUBTOTAL	33,500.00
TAX	0.00
TOTAL	\$33,500.00

Price does not include new concrete pad, demo of old pad or new fuel line if needed

Accepted By

Accepted Date

RESOLUTION NO. 90.26

TO RATIFY THE STIPULATION OF SETTLEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL SERVICE EMPLOYEES' ASSOCIATION (CSEA) TO SETTLE PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) CASE NUMBER A2025-225

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 ratifies the Stipulation of Settlement previously approved by the Town Board and signed by the Supervisor December 23, 2025 settling Public Employment Relations Board (PERB) Case Number A2025-225.

SECTION 2. This resolution shall become effective February 25, 2026.

DATED: February 25, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: February 23, 2026
TO: Town Board
FROM: John Polimeni, Supervisor
TITLE OF REQUEST: To Ratify The Stipulation Of Settlement Between The Town Of Rotterdam And The Civil Service Employees' Association (CSEA) To Settle Public Employment Relations Board (PERB) Case Number A2025-225

TOWN BOARD MEETING: February 25, 2026

Background Information: On December 23, 2025 there was Stipulation of Settlement on the PERB case number A2025-225.

Evaluation/Analysis: This matter was referred to the Public Employment Relations Board (PERB). Negotiations between the Town and CSEA resulted in a Memorandum of Agreement, signed in December 2025, this resolution is to ratify the stipulation of settlement

Recommendation(s): To Ratify The Stipulation Of Settlement Between The Town Of Rotterdam And The Civil Service Employees' Association (CSEA) To Settle Public Employment Relations Board (PERB) Case Number A2025-225

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