

MEETING OF THE ROTTERDAM TOWN BOARD

September 9, 2026

7:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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

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 order of their signing in. Persons recognized by the Chair to speak during the privilege of the floor shall direct his/her comments to the Town Supervisor as Chair of the meeting. Persons granted the privilege of the floor shall first clearly state his/her name and whether they are a resident or non-resident of the Town of Rotterdam for the record. Persons so addressing the Chair through the use of a prepared written statement shall submit a copy of the same to the Town Clerk for the purpose of maintaining clear and accurate official minutes of the Town Board meeting.

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

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

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

**227.26 ACCEPTING TOWN BOARD MEETING MINUTES OF THE AUGUST 12, 2026
TOWN BOARD MEETING**

**228.26 TO ACCEPT REVENUE FOR THE TOWN CLERK'S OFFICE FOR AUGUST
2026**

**229.26 TO AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN
AGREEMENT WITH CUMMINS FOR GENERATOR MAINTENANCE**

**230.26 TO CALL FOR BIDS FOR REPLACEMENT OF THE NATURAL GAS
GENERATOR FOR THE PUMP STATION AT 200A STEEPLE WAY**

**231.26 TO ACCEPT A MONETARY DONATION FROM CHUN WHA CHEN FOR THE
ROTTERDAM SENIOR CENTER**

**232.26 TO APPROVE PURCHASE OF A NEW POLICE VEHICLE WITH FUNDS FROM
NYS EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

233.26 TO APPROVE BUDGET TRANSFERS TO THE 2026 BUDGET

**234.26 TO ENTER INTO AN AGREEMENT PURSUANT TO HIGHWAY LAW
SECTION 284 FOR TOWN HIGHWAY PAVING FOR 2026**

**235.26 RESOLUTION AFFIRMING LAWFUL COOPERATION BETWEEN THE
ROTTERDAM POLICE DEPARTMENT AND FEDERAL LAW-ENFORCEMENT
AUTHORITIES AND URGING AMENDMENT OF EXECUTIVE LAW § 170-K**

**236.26 FINDING MOHAWK AMBULANCE SERVICE TO BE A CURRENT TOWN-
BASED AMBULANCE SERVICE PROVIDER FOR PURPOSES OF
CHAPTER 27 OF THE TOWN CODE**

**237.26 TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __
OF 2026 TO AMEND THE ROTTERDAM TOWN CODE, IN RELATION TO USE OF ELECTRIC
BICYCLES, ELECTRIC SCOOTERS AND CERTAIN MOTORIZED DEVICES AND
SCHEDULING A PUBLIC HEARING THEREON.**

238.26 AMEND AND UPDATE THE SCHEDULE OF FEES

**239.26 TO APPOINT WAYNE FITZGERALD TO THE BOARD OF
ASSESSMENT REVIEW**

**240.26 AUTHORIZE THE SUPERVISOR TO SIGN THE 3 AGREEMENTS FOR GAS &
ELECTRIC SERVICE TO THE WWTP AS PART OF THE UPGRADES.**

MISCELLANEOUS

SUPERVISOR'S REMARKS: Supervisor John Polimeni

EXECUTIVE SESSION

ADJOURNMENT John Polimeni, Supervisor

PUBLIC HEARING

#1

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

9/9/26

TOWN OF ROTTERDAM

NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the **Rotterdam Junction Fire Department, Rotterdam, New York 12306 at 7:00 p.m. on the 9th day of SEPTEMBER the following purpose:**

Hearing public comments on community development needs, and to discuss the possible submission of one or more Community Development Block Grant (CDBG) applications for the 2026 program year. The NYS CDBG program is administered by the New York State Homes and Community Renewal and will make available to eligible local governments approximately \$45 million in funding for the current program year for housing, public infrastructure, public facilities, economic development, imminent threat, and community planning, with the principal purpose of benefiting low and moderate-income persons. The Town of Rotterdam is applying for \$676,246 in CDBG funds to separate and replace the Town of Rotterdam's Senior Center combined sewer lines. The hearing will provide CDBG program information and accept public input on proposed grant applications and alternative project ideas.

The Project Manual and Design information is available at the Town Clerk's office beginning September 4, 2026, Monday-Friday 8am to 4pm.

The Rotterdam Junction Fire Department is accessible to persons with disabilities. If special accommodations are needed for persons with disabilities, those with hearing impairments, or those in need of translation from English, contact Megan Griffin, Town Clerk at 518-355-7575 Ext 352, at least three days in advance of the hearing.

POSTED SEPTEMBER 4, 2026

TOWN HALL BULLETIN BOARD

ROTTERDAM.ORG WEBSITE

RESOLUTION NO. 227.26

**TO ADOPT CERTIFIED RESOLUTION MINUTES OF AUGUST 12, 2026, TOWN
BOARD MEETING**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the Certified Resolution minutes of August 12, 2026, Town Board Meeting, as attached.

SECTION 2. This resolution shall become effective September 9, 2026.

DATED: September 9, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 18, 2026

TO: Town Board

FROM: Megan Griffin, Town Clerk

TITLE OF REQUEST: To adopt Certified Resolution minutes of August 12, 2026, Town Board Meeting

TOWN BOARD MEETING DATE: September 9, 2026

Background Information: To adopt Certified Resolution minutes of August 12, 2026, Town Board Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To adopt Certified Resolution minutes of August 12, 2026.

Attachment/Document(s): Certified Resolutions #203.26 through #226.26 from the August 12, 2026, Town Board Meeting.

Compliance with Purchasing Policy? N/A

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

LEGISLATION PREPARED BY: Town Clerk, Megan Griffin



TOWN OF ROTTERDAM

TOWN CLERK

Megan Griffin

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

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

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

August 14, 2026

Certified Resolution Nos. **203.26 through 226.26**, for the year 2026 were duly adopted by the Town Board of the Town of Rotterdam at a regular Town Board Meeting held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306, on **Wednesday, August 12, 2026**.

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

Resolution Nos. **204.26, 206.26, 207.26, 208.26, 209.26, 210.26, 212.26, 214.26, 215.26, 217.26, 218.26, 219.26, 220.26, 222.26, and 225.26** were adopted on consent without objection upon motion by **Councilmember DeSantis**, seconded by **Councilmember Schlag**.

Resolution Nos. **203.26, 205.26, 211.26, 213.26, 216.26, 221.26, 223.26, 224.26 and 226.26** were each adopted by roll call vote.

Motion No. 16, made by **Councilmember DeSantis** and seconded by **Councilmember Schlag**, carried to close the public hearing.

Motion No. 17, made by **Councilmember DeSantis** and seconded by **Councilmember Gallucci**, carried to amend Section I of Resolution 183.26 and approve Rich Kranick as a member to the town of Rotterdam Parks and Recreation advisory committee for a term commencing on July 8, 2026, through December 31, 2026.

Motion No. 18, made by **Councilmember DeSantis** and seconded by **Councilmember Schlag**, carried to enter Executive Session at 8:33 p.m. for personnel matter. Executive Session ended at 8:57 p.m.

The Town Board Meeting adjourned at approximately **8:59 p.m.** upon motion by **Councilmember DeSantis**, seconded by **Councilmember Schlag**. Councilmembers present did not all vote in favor of adjournment.

Megan Griffin

Megan Griffin, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

August 12, 2026

7:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

- 16.26** To close the Public Hearing.
- 17.26** To amend Section 1 of Resolution 183.26 and approve Rich Kranick as a member to the town of Rotterdam Parks and Recreation advisory committee for a term commencing on July 8, 2026, through December 31, 2026.
- 18.26** Enter into Executive Session.

RESOLUTIONS

- 203.26** Accepting Town Board Meeting Minutes of the July 8, 2026 Town Board Meeting.
- 204.26** To accept revenue for the Town Clerk's Office for July 2026.
- 205.26** To adopt Local Law 5 of 2026, amending Section 265, relating to Property Maintenance of the Town Code of the Town of Rotterdam.
- 206.26** To approve budget transfers to the 2026 budget.
- 207.26** To authorize the Supervisor to negotiate and execute an agreement with KB Engineering to provide design and construction support services for the GIGP Water Meter Grant from EFC.
- 208.26** To purchase hydrants and parts for hydrants.
- 209.26** Authorize Supervisor to enter into out of district sewer contract.
- 210.26** To negotiate and execute an agreement with KB Engineering & Architecture, P.C. for professional engineering services related to the updates the Mercury Minimization Plan.
- 211.26** To authorize the Town Supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employees' Association (CSEA) recognizing the establishment of the new job titles of Data Collector (Town); Real Property Tax Service Technician (Town).
- 212.26** To approve 2026 quarterly expense transfers of gas and diesel.
- 213.26** To appoint Leigh Fredenburg to the position of Legal Clerk.
- 214.26** Requesting bids for replacement of roof at pump house 2.
- 215.26** Adoption of the 2026 adjusted base proportions.

- 216.26** To accept and award bid for reclamation of town roads.
- 217.26** To authorize the Supervisor to approve and execute a Memorandum of Agreement with the Rotterdam Police Benevolent Association.
- 218.26** To approve budget amendments to 2025 for grants received in 2025.
- 219.26** To approve budget amendments to 2026 for grants received in 2026.
- 220.26** To approve budget transfers to the 2026 budget.
- 221.26** Authorize the Town of Rotterdam to declare information technology equipment as a surplus.
- 222.26** Schedule a public hearing for the purpose of commenting on the submission of Community Development Block Grant Applications for the purpose of separating and replacing the Town of Rotterdam's Senior Center combined sewer lines.
- 223.26** To appoint member of the Town of Rotterdam to the Conservation Advisory Committee.
- 224.26** To authorize Supervisor to negotiate and execute a lease for 212 Philips Rd with Patriot Hills Of New York, Inc.
- 225.26** To select Labella for professional engineering services for the Rotterdam Commons Project.
- 226.26** To appoint Michael DeSantis as Deputy Supervisor.

EXECUTIVE SESSION

ADJOURNMENT John Polimeni, Supervisor

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 12, 2026, at 7:00 p.m., the following motion was duly passed:

MOTION 16.26

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

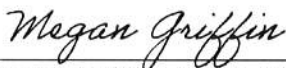
SECTION 1. Councilmember DeSantis made a motion, seconded by Councilmember Schlag to close the public hearing.

DATED: August 12, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 2026.


Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 12, 2026, at 7:00 p.m., the following motion was duly passed:

MOTION 17.26

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Councilmember DeSantis made a motion, seconded by Councilmember Gallucci to amend Section 1 of Resolution 183.26, and approve Rich Kranick as a member to the town of Rotterdam Parks and Recreation advisory committee for a term commencing on July 8, 2026, through December 31, 2026.

DATED: August 12, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following motion was duly passed:

MOTION 18.26

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Councilmember DeSantis made a motion, seconded by Councilmember Schlag to enter Executive Session.

DATED: August 12, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 203.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

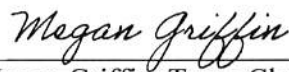
SECTION 2. This resolution shall become effective August 12, 2026.

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 2026.


Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 204.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 205.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 206.26

TO APPROVE BUDGET TRANSFERS TO THE 2026 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 207.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

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

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the

Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 208.26

TO PURCHASE HYDRANTS AND PARTS FOR HYDRANTS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 209.26

AUTHORIZE SUPERVISOR TO ENTER INTO OUT OF DISTRICT SEWER CONTRACT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 210.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: August 12, 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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 211.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 212.26

TO APPROVE 2026 QUARTERLY EXPENSE TRANSFERS OF GAS AND DIESEL

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A5132 4304	FROM: Central Gas Expenditure	-40,667.53
General	A3120 4302	INTO: Patrol Vehicle Gas	+30,589.23
General	A3310 4302	INTO: Traffic Control Gas	+697.48
General	A3620 4302	INTO: Safety Inspection Gas	+1,090.17
General	A7110 4302	INTO: Parks Gas	+4,880.92
General	A1355 4302	INTO: Assessor	+40.09
General	A0392 4302	INTO: Fire Fight Gas	+3,369.64
General	A5132 4304	FROM: Central Gas Expenditure	-6,839.40
Highway	DA5140 4304	INTO: Fuel Brush and Weed	+ 2,296.62
Highway	DA5110 4304	INTO: Fuel General Repair	+4,542.78
General	A5132 4304	FROM: Central Gas Expenditure	-3,593.18
S2	S28120 4302	INTO: S2 Gas Oil Lube	+3,593.18
General	A5132 4304	FROM: Central Gas Expenditure	-4,478.83
W5	W58340 4302	INTO: W5 Gas Oil Lube	+4,478.83

SECTION 2. . Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **DIESEL** expenditures to the various accounts for 2026 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-4,138.86
General	A8189 4302	INTO: Landfill Gas	+1,548.15
General	A0392 4302	INTO: Fire Fight Gas	+2,590.71

General	A3120 4204	INTO: Police Diesel Generator	
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-25,539.57
Highway	DA5140 4304	INTO: Fuel Brush and Weed	+9,961.29
Highway	DA5110- 4304	INTO: Fuel General Repair	+15,578.28
<i>Fund</i>	<i>Account No</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-555.25
S2	S28120 4302	INTO: S2 Gas Oil Lube	+555.25
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-949.91
W5	W58340 4302	INTO: W5 Gas Oil Lube	+949.91

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 213.26

TO APPOINT LEIGH FREDENBURG TO THE POSITION OF LEGAL CLERK

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Leigh Fredenburg, of Schenectady, New York, 12306, is hereby appointed to the position of Legal Clerk, provisionally, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of sixty-seven thousand one hundred and eighty-four and 58/100 (\$67,184.58) dollars, commencing August 31, 2026.

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 214.26

REQUESTING BIDS FOR REPLACEMENT OF ROOF AT PUMP HOUSE 2

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for THE ROOF REPLACEMENT AT Pump House 2.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Tuesday the 8th day of September 2026, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

Pump House 2 Roof Replacement

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

**ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
11:00 A.M., TUESDAY SEPTEMBER 8, 2026**

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

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

DATED: August 12, 2026

BidNet: Please publish on August 13, 2026

Daily Gazette: Please publish once on August 14, 2026

Town Clerk Post

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 215.26

ADOPTION OF THE 2026 ADJUSTED BASE PROPORTIONS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The attached certificates of base percentages, current percentages, and base proportion certificate of adjusted base proportions for the levy of taxes on the 2026 Assessment Roll, are hereby approved by the Town Board of the Town of Rotterdam, in accordance with Article 19 of the Real Property Tax Law of the State of New York.

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 216.26

TO ACCEPT AND AWARD BID FOR RECLAMATION OF TOWN ROADS

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Friday, July 24th, 2026, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<https://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

RECLAMATION OF TOWN ROADS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and awards the bid for reclamation of Town roads for the Town of Rotterdam to All States Construction, Inc., dba Gorman Construction, 1473 Erie Blvd Suite 301, Schenectady, NY 12305, at the mutual consent of both the Town and All States Construction, Inc., dba Gorman Construction.

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

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

DATED: August 12, 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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 217.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute and sign a memorandum of agreement between the Town of Rotterdam and the Rotterdam Police Benevolent Association effective January 2026 to January 2030.

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 218.26

TO APPROVE BUDGET AMENDMENTS TO 2025 for Grants received in 2025

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2025 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A3989 398900	HOME & COMM.STATE AID GRANTS	\$4,000.00
General	A3120 4362	POLICE ACADEMY EXPENSE	\$4,000.00
General	A4320 432000	US. DEPT. OF JUSTICE GRANTS	\$160,000.00
General	A3120 4317	EMGNCY EQUIP & SUPPLIES	\$160,000.00
General	A4320 432000	US. DEPT. OF JUSTICE GRANTS	\$15,669.00
General	A3120 4317	EMGNCY EQUIP & SUPPLIES	\$15,669.00
General	A4320 432000	US. DEPT. OF JUSTICE GRANTS	\$10,000.00
General	A3120 2540	MISCELLANEOUS EQUIPMENT	\$8,850.00
General	A3120 4305	PATROL MAINT & REPAIR	\$1,150.00
General	A3120 2540	MISCELLANEOUS EQUIPMENT	\$8,850.00
General	A4320 432000	US. DEPT. OF JUSTICE GRANTS	\$9,943.46
General	A3120 2540	MISCELLANEOUS EQUIPMENT	\$9,943.46
General	A3389 338900	POLICE GRANTS-NYS	\$111,483.34
General	A3120 2010	PATROL VEHICLES	\$111,483.34

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 219.26

TO APPROVE BUDGET AMENDMENTS TO 2026 for Grants received in 2026

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<u>Fund</u>	<u>Account No.</u>	<u>Title</u>	<u>Amount</u>
General	A3389 338906	NYS GRANTS	\$7,528.31
General	A1110 2000	OFFICE EQUIPMENT	\$7,212.33
General	A1110 4100	OFFICE SUPPLIES	\$315.98
General	A3389 338900	POLICE GRANTS -NYS	\$26,465.96
General	A3120 2010	PATROL VEHICLES	\$26,465.96
General	A4320 432000	US DEPT OF JUSTICE GRANTS	\$27,629.78
General	A3120 4317	EMEGNCY EQUIP & SUPPLIES	\$27,629.78

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 220.26

TO APPROVE BUDGET TRANSFERS TO THE 2026 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
A	A3120 4318	Uniform Allowance Police	15,000.00
	A3120 120033	Police Vest	(15,000.00)

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 221.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town of Rotterdam Information Technology Department to declare the following Information technology equipment a surplus and to be disposed/auctioned/scrapped with any credit to be used exclusively for the procurement of authorized department equipment:

We have accumulated obsolete technology as shown below:

- 5 E207WFPc Dell monitors and stands
- 2 1708FPf Dell monitors and stands
- E156FPf Dell monitor
- 1704 FPVs Dell monitor
- P1914Sf Dell monitor
- 1908FPc Dell monitor
- P2222H Dell monitor
- P1013t Dell monitor
- P2018h Dell monitor
- 9512-AB1 IBM monitor
- Juster Active DC-691P speakers
- Sharp EL-1801c 2 color print calculator
- Canon MP49D 14-digit 2 color print, clock & calendar
- Monroe 3140 Calculator
- Staples SPL-P500 12 digit 2 colors
- LG power supply travel adapter
- APC serial AP9254 Keyboard video mouse switch
- ~30 lbs. Metal drawer parts and slides
- APC keyboard built-in for server rack use
- HP Enterprise M605 printer
- HP LaserJet 1020 printer
- HP Enterprise M608 printer
- HP LaserJet 600 M603
- HP color LaserJet 3600n
- Epson ES-400 scanner
- Epson DS-510 scanner
- (4) Various paper trays/add-ons for HP printers
- (2) Damaged wireless mice

- (3) unopened boxes of cable management armatures for server racks
- (7) obsolete Ethernet and USB cords and serial cables
- (5) Dell keyboards
- Microsoft Natural/Ergonomic keyboard 4000
- Fellowes KBR 108 Wireless keyboard
- APC Back-UPS 425 backup battery
- APC Back-UPS C5 500 backup battery
- (2) CA 1262 lead-acid battery
- (2) APC RBC lead-acid battery
- CSB HR 1228W F2 lead-acid battery
- CA 1240 lead-acid battery
- LEOCH DJW12-9.0 lead-acid battery
- (4) NEC digital phones
- (12) HP monitor stands
- (8) Dell monitor stands
- Dell dual monitor stand
- 176 AC power cords

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 222.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the submission of CDBG grant applications to the NYS Homes and Community Renewal Agency for the purpose of applying for \$676,246 in CDBG funds to separate and replace the Town of Rotterdam's Senior Center combined sewer lines.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Junction Fire Department, Rotterdam, New York 12306 at 7:00 p.m. on the 9th day of SEPTEMBER the following purpose:

Hearing public comments on community development needs, and to discuss the possible submission of one or more Community Development Block Grant (CDBG) applications for the 2026 program year. The NYS CDBG program is administered by the New York State Homes and Community Renewal and will make available to eligible local governments approximately \$45 million in funding for the current program year for housing, public infrastructure, public facilities, economic development, imminent threat, and community planning, with the principal purpose of benefiting low and moderate-income persons. The Town of Rotterdam is applying for \$676,246 in CDBG funds to separate and replace the Town of Rotterdam's Senior Center combined sewer lines. The hearing will provide CDBG program information and accept public input on proposed grant applications and alternative project ideas.

The Rotterdam Junction Fire Department *is* accessible to persons with disabilities. If special accommodations are needed for persons with disabilities, those with hearing impairments, or those in need of translation from English, contact Megan Griffin, Town Clerk at 518-355-7575 Ext 352, at least three days in advance of the hearing.

Written comments may also be submitted to Christina Paradowski, cparadowski@labellapc.com or 716.422.2825 until *September 14th, 2026 at 4:00pm*.

Applications and related CDBG materials will be made available at Rotterdam Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY 12306. The hearing will also be broadcast live on the Town's Facebook page, townofrotterdam.org,

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

DATED: August 12, 2026

Daily Gazette: Please publish once on August 27, 2026

Town Clerk

Post

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 223.26

**TO APPOINT MEMBER OF THE TOWN OF ROTTERDAM TO THE
CONSERVATION ADVISORY COMMITTEE**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individual of Rotterdam, New York, is hereby appointed as a member to the Town of Rotterdam Conservation Advisory Committee commencing on August 12, 2026, through December 31, 2027.

Lisa Dufek

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 224.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and authorize a rental agreement with Patriot Hills of New York, Inc. for 212 Philips Road in the amount of \$1050.00 per month for a period of five (5) years commencing August 1, 2026 through July 31, 2031.

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 225.26

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

WHEREAS, the Town issued a Request for Qualifications (RFQ) for Engineering Services regarding the Town of Rotterdam, Rotterdam Commons Project on July 9, 2026, with responses due by July 30, 2026; and

WHEREAS, the Town received five (5) response to the RFQ and were evaluated by the Rotterdam Commons Committee and the highest points were given to LaBella Engineering; and;
NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby select LaBella engineering firm to provide professional engineering services for the Rotterdam Commons Project.

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 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, August 12, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 226.26

TO APPOINT MICHAEL DESANTIS AS DEPUTY SUPERVISOR

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Supervisor **POLIMENI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes Councilmember Michael DeSantis to be appointed to Deputy Supervisor from August 12, 2026 through December 31, 2026.

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

DATED: August 12, 2026

NAME	AYES	NOES	ABSTAIN
Schlag	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 passed by the Town Board of the Town of Rotterdam on August 12, 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 August 14, 2026.

Megan Griffin
Megan Griffin, Town Clerk



RESOLUTION NO. 228.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for August 2026 was placed on file, and the Town Clerk's check in the amount of four thousand nine hundred sixty-nine dollars and 64/100 (\$4,969.64) was submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective September 9, 2026.

DATED: September 9, 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: September 1, 2026

TO: John Polimeni, Town Supervisor

FROM: Megan Griffin, Town Clerk

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

TOWN BOARD MEETING DATE: September 9, 2026

Background Information: Attached

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

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

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

Compliance with Purchasing Policy? N/A

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

LEGISLATION PREPARED BY: Town Clerk, Megan Griffin

Account Description	Fee Description	Account#	Qty	Local Share
Animal Shelter Donation	Dog Shelter Donation MCSPCA	A 068810	1	10.00
			Sub-Total:	\$10.00
Bingo 3%	Bingo 3%	A2530	4	36.54
			Sub-Total:	\$36.54
Conservation	Conservation	A1255	19	191.60
			Sub-Total:	\$191.60
Dog Licensing	Exempt Dog	A2544	3	0.00
Dog Licensing	Female, Spayed	A2544	83	1,162.00
Dog Licensing	Female, Unspayed	A2544	6	102.00
Dog Licensing	Male, Neutered	A2544	95	1,330.00
Dog Licensing	Male, Unneutered	A2544	24	408.00
Dog Licensing	Replacement Tags	A2544	1	3.00
			Sub-Total:	\$3,005.00
Late Fees	Late Fee -Dog Renewal	A1550	31	310.00
			Sub-Total:	\$310.00
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	17	297.50
			Sub-Total:	\$297.50
MISC. FEES	Certified Copies	A1255	115	1,150.00
			Sub-Total:	\$1,150.00
One Day Officiant License	One Day Officiant License	A1255	3	75.00
			Sub-Total:	\$75.00
parade vending permit	Parade Permit	A002545	1	25.00
			Sub-Total:	\$25.00
PERMIT FEES	Garage Sale	A2590	73	365.00
			Sub-Total:	\$365.00
Senior Discount	Senior Discount	A2544	63	-621.00
			Sub-Total:	-\$621.00
Soliciting Hawking Peddler (Additional)	Soliciting Hawking Peddler (Additional)		1	125.00
			Sub-Total:	\$125.00

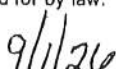
Account Description	Fee Description	Account#	Qty	Local Share
Total Local Shares Remitted:				\$4,969.64
Amount paid to:	NYS Ag. & Markets for spay/neuter program			268.00
Amount paid to:	NYS Environmental Conservation			3,779.40
Amount paid to:	State Health Dept. For Marriage Licenses			382.50
Total State, County & Local Revenues:		\$9,399.54	Total Non-Local Revenues:	\$4,429.90

To the Supervisor:

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



Supervisor


Date



Town Clerk


Date

Monthly Worksheet of Daily Work
August 2026

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	DOG PARK NON- RESIDENT	MCSPCA DONATION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	ONE Day Officiant
8/3/2026	\$143.00	\$33.00	\$30.24	\$2.76	\$110.00	\$9.00	\$101.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/4/2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/5/2026	\$1,107.87	\$306.00	\$289.12	\$16.88	\$421.00	\$43.00	\$378.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$15.87	\$0.00	\$0.00	\$0.00
8/6/2026	\$1,105.00	\$754.00	\$727.72	\$26.28	\$281.00	\$29.00	\$252.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/7/2026	\$708.00	\$263.00	\$248.50	\$14.50	\$150.00	\$15.00	\$135.00	\$0.00	\$0.00	\$120.00	\$67.50	\$52.50	\$0.00	\$0.00	\$0.00	\$25.00
8/10/2026	\$255.00	\$15.00	\$14.17	\$0.83	\$135.00	\$11.00	\$118.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
8/11/2026	\$843.00	\$457.00	\$448.57	\$6.43	\$96.00	\$11.00	\$85.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
8/12/2026	\$299.74	\$0.00	\$0.00	\$0.00	\$65.00	\$7.00	\$78.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$19.74	\$0.00	\$0.00	\$0.00
8/13/2026	\$530.00	\$209.00	\$196.74	\$12.26	\$116.00	\$14.00	\$102.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
8/14/2026	\$621.00	\$321.00	\$303.27	\$17.73	\$210.00	\$19.00	\$191.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/17/2026	\$328.00	\$30.00	\$28.34	\$1.66	\$103.00	\$11.00	\$92.00	\$0.00	\$0.00	\$80.00	\$45.00	\$35.00	\$0.00	\$0.00	\$0.00	\$25.00
8/18/2026	\$121.00	\$25.00	\$23.60	\$1.40	\$66.00	\$8.00	\$58.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00
8/19/2026	\$334.00	\$72.00	\$68.03	\$3.97	\$142.00	\$16.00	\$126.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/20/2026	\$361.00	\$60.00	\$56.68	\$3.32	\$61.00	\$8.00	\$53.00	\$0.00	\$0.00	\$120.00	\$67.50	\$52.50	\$0.00	\$0.00	\$0.00	\$0.00
8/21/2026	\$469.00	\$189.00	\$178.57	\$10.43	\$120.00	\$8.00	\$112.00	\$0.00	\$0.00	\$80.00	\$45.00	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00
8/24/2026	\$453.00	\$278.00	\$262.67	\$15.33	\$30.00	\$2.00	\$28.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/25/2026	\$205.00	\$30.00	\$28.34	\$1.66	\$155.00	\$11.00	\$144.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/26/2026	\$277.93	\$137.00	\$129.43	\$7.57	\$100.00	\$9.00	\$91.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.93	\$0.00	\$0.00	\$0.00
8/27/2026	\$343.00	\$228.00	\$213.96	\$14.04	\$50.00	\$5.00	\$45.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
8/28/2026	\$281.00	\$166.00	\$156.12	\$9.88	\$85.00	\$9.00	\$76.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/31/2026	\$614.00	\$398.00	\$375.33	\$22.67	\$136.00	\$17.00	\$119.00	\$0.00	\$10.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
Audited by kc 8/31/26	\$9,399.54	\$3,971.00	\$3,779.40	\$191.60	\$2,652.00	\$268.00	\$2,384.00	\$0.00	\$10.00	\$680.00	\$382.50	\$297.50	\$36.54	\$0.00	\$0.00	\$75.00

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

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

DATE 9/1/24 3041
29-7/213

PAY
TO THE
ORDER OF

Supervisor John Polimeni
Four Thousand Nine Hundred Sixty Nine Dollars + $\frac{64}{100}$

\$ 4969.64

DOLLARS

KeyBank 

KeyBank National Association

MEMO August Revenue

by [Signature]



RESOLUTION NO. 229.26
MAINTENANCE AGREEMENT 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 (2) two year Maintenance Agreement on the generator at the Gullott Drive Pump Station in amount not to exceed \$1,120.40.

SECTION 2. This resolution shall become effective September 9, 2026

DATED: September 9, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 10, 2026

TO: John Polimeni, Town Supervisor

FROM: Michael Colorossi, Water/Sewer Maintenance Manager

TITLE OF REQUEST: Authorize Supervisor to enter into a Two (2) Year Maintenance Agreement – Generators – Gullott Drive

TOWN BOARD MEETING: September 9, 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 service of recent.

Evaluation/Analysis: The Gullott Drive Pump Station is up for renewal of their generator service for 2 years.
Contract amount not to exceed \$1,120.40

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 August 9, 2026.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Tammy Whelan, DPW



Sales and Service

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

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
TOWN OF ROTTERDAM WATER T DPW 1100 SUNRISE BLVD Rotterdam, NY 12306	Contact: Tammy Whelan Phone: 518 355-7575 Fax: 518 393-4594 Cust Id: 513424	Quote Date: 09-AUG-26 Quote Expires: 07-NOV-26 Quote Num: 278624 Quoted By: Kathleen A Pugliese Quote Term: 2 Year(s)

Site Information

1	GULLOTT COUNTY	123 GULLOTT DRIVE	ROTTERDAM	NY 12306
---	----------------	-------------------	-----------	----------

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	GULLOTT DR	ONAN	GENSET	C20N6	E180360302	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	GULLOTT DR	FULL SERVICE	2	357.70	715.40
		INSPECTION	2	202.50	405.00

2 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:

INSPECTION - February 2027 & 2028

FULL SERVICE - August 2027 & 2028 including oil sampling

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: Tammy Whelan Phone: 518 355-7575 Fax: 518 393-4594 Cust Id: 513424	Quote Date: 09-AUG-26 Quote Expires: 07-NOV-26 Quote Num: 278624 Quoted By: Kathleen A Pugliese Quote Term: 2 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 \$1,120.40

Proposal Total \$1,120.40

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 _____

CUMMINS INC _____

Signature: _____

Signature: _____

Date: _____

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 unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) 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 and 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 Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT 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 Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the 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. All sales are 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, or less if required by applicable law, 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, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIAL 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 the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

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 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 any 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 fee structures; (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 writing 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 increases 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, 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.

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.

RESOLUTION NO. 230.26

**REQUESTING BIDS FOR REPLACEMENT OF NATURAL GAS GENERATOR FOR
PUMP STATION AT STEEPLE WAY**

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 REPLACEMENT OF THE NATURAL GAS GENERATOR FOR THE PUMP STATION AT 200A STEEPLE WAY.

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 Wednesday, September 30th, 2026, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**Replacement of Natural Gas Generator for Pump Station at 200A
Steeple Way**

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO

11:00 A.M., WEDNESDAY SEPTEMBER 30, 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: September 9th, 2026

BidNet: Please publish on September 10th, 2026

Daily Gazette: Please publish once on September 11th, 2026

Town Clerk Post

SECTION 3. This resolution shall become effective September 9, 2026

DATED: September 9, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 25, 2026

TO: Supervisor and Town Board

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

TITLE OF REQUEST: Steeple Way Generator Replacement

TOWN BOARD MEETING: September 9, 2026

Background Information: As per Alan Aldi's assessment, the existing generator located at 200A Steeple Way is no longer functioning properly and needs to be replaced as soon as possible.

Evaluation/Analysis: Based upon the cost of the replacement, construction bid documents have been prepared to obtain bids from contractors. Once bids are received, they will be evaluated to determine the lowest responsible bidder. The estimated cost to replace the generator is \$55,000.00, which includes all labor and equipment.

Recommendation(s): I recommend that the Town obtain formal bids for the replacement of the generator.

Attachment/Document(s): Construction Bid Documents

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town of Rotterdam
Request for Bids (RFB)



NATURAL GAS GENERATOR
FOR THE PUMP STATION
Located 200A Steeple Way
Rotterdam, N.Y.

Bid Due Date:
September 30, 2026
@ 11:00 AM

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor, material, equipment and other means necessary for the new Generator for the Pump Station will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until **11:00 AM local time on Tuesday, September 30, 2026**, at which time and place they will be publicly opened and read aloud.

The existing generator has served its useful life and needs to be replaced. The contractor shall provide all labor, materials and equipment for the project that includes but is not limited to:

- Disconnect power conductors from the existing generator and retain for re-use.
- Disconnect existing natural gas line from existing generator and retain for re-use.
- Remove and dispose of the building that houses the existing generator. Prior to removal and disposal, the contractor is advised that there may be bee hives and rodents inside the building that will need to be addressed by the contractor for the safety of the workers.
- Remove existing generator from concrete pad and set it on town supplied trailer that will be placed at the job site.
- Clean existing concrete pad from dirt and debris prior to setting the new generator.
- Furnish and install one (1) 80kW natural gas generator with level 2 acoustic sound enclosure and set it on existing concrete pad. The new generator shall be secured to the existing concrete pad as per the manufacturer's recommendations.
- Re-connect existing power conductors to the new generator. Any additional materials needed for the re-connection will be supplied by the contractor.
- Re-connect natural gas piping to the new generator. Any additional materials needed for the re-connection will be supplied by the contractor.
- Complete any other remaining work needed for final installation of the new generator.

During construction, access to the driveway must be maintained at all times. The driveway is adjacent to residential homes. The contractor must not block access to these properties. All work shall be performed between the hours of 8:00 am to 5:00 pm unless otherwise approved by the Town.

The contractor shall provide one (1) year workmanship warranty and two (2) year material warranty.

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

Each Bid must be submitted on the provided Bid Form and accompanied by security in an amount not less than five (5%) of the amount of the bid in the form and subject to the conditions provided in the Instructions to Bidders. No Bidder may withdraw the bid within thirty (30) days after the actual date of opening thereof. Any prospective Bidder that has questions should contact Justin Peterson at (518) 393-1131 or via email at jpeterston@rotterdamny.org.

There will be no formal Pre-Bid Meeting held, but any bidder that would like to visit the site shall contact Alan Aldi via email (aaldi@rotterdamny.org) or Lisa Gallo (lgallo@rotterdamny.org) to arrange a site visit. Any field discussion with town personnel is for information only and may not be part of the scope of work. Only written information provided herein or any addenda will be considered as part of the scope of work.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work, and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract. The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. Prevailing wage rates shall apply. The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

The Town reserves the right to reject any or all bids.

END OF SECTION

INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:00 AM local time on Tuesday, September 30, 2026**, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFB documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFB or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, up to the completion of the project.
8. The Town Board reserves the right to reject any or all bids and re-advertise.
9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings and/or

grounds of the Town of Rotterdam as specified (if applicable).

10. Delivery (if applicable): Time is of the essence. Materials are required as soon as possible, and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.
11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.
12. The Town Board of the Town of Rotterdam reserves the right to waive any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.
13. The approximate quantities if shown in the bidding documents are not meant to imply that said quantities will in fact be the purchased amount. Payment will be based on actual quantities installed on the items provided in the bid form.
14. Failure to adequately and fully complete the bid packet and/or questions contained herein shall
15. Qualifications of Bidder - Town of Rotterdam may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the Town, within five (5) days of a request, all such information and data for this purpose as may be requested.
16. Bid Evaluation-
 - a. Bids shall remain valid until:
 - the execution of a contract by the Town of Rotterdam; or
 - the award of a purchase order by the Town of Rotterdam; or
 - as otherwise rejected by the Town of Rotterdam.
 - b. Bids received will be evaluated by the Town of Rotterdam and will be based, at a minimum, upon the following criteria:
 - Lowest responsible bid cost and projected timetable for completion of services and/or delivery of goods described herein;
 - Completeness of the bid; and
 - Bidder's demonstrated capabilities and experience working on similar projects.

- c. Workmanship determined to be below the standards herein specified will not be accepted nor paid for until correct and/or replaced as required by the Town. It is with the intent of the Town that the work specified herein is awarded only to a company having experienced personnel and the proper equipment to complete the work.

17. Modification and Withdrawal of Bids:

- a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town, that there was a material and substantial mistake in the preparation of its bid, that the bidder may withdraw its bid and the bid security will be returned.

18. General Provisions of Laws Covering Workers on Public Works Contract:

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

19. Bid Security:

- a. Bid must be accompanied by Bid security made payable to Town in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base Bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety.
- b. The Bid security of the apparent Successful Bidder will be retained until Town awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, the Town may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Town's exclusive remedy if Bidder defaults.
- c. The Bid security of other Bidders that Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of seven days after the Effective Date of the Contract or 45 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- d. Bid security of other Bidders that Town believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

20. Bid Bond:

Any singular reference to Bidder, Surety, Town, or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

TOWN (*Name and Address*):

Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID

Bid Due Date: _____
Description (*Project Name*): _____

BOND

Bond Number: _____
Date: _____
Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal) _____
Surety's Name and Corporate Seal (Seal)

By: _____ By: _____
Signature Signature (Attach Power of Attorney)

Print Name _____ Print Name _____

Title _____ Title _____

Attest: _____ Attest: _____
Signature Signature
Title Title

*Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.*

- a. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Town upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Town's sole and exclusive remedy upon default of Bidder.
- b. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- c. This obligation shall be null and void if:
 - c.1 Town accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - c.2 All Bids are rejected by Town, or
 - c.3 Town fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- d. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- e. Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by Town and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- f. No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- g. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- h. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- i. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- j. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- k. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

Email: _____

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

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ corporation at a meeting of its board of directors held on the _____ day of _____, 20__.

(SEAL OF THE CORPORATION)

Signature of Secretary

**INDIVIDUAL EXECUTION OF NON-COLLUSION
CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE**

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Contractor/Company: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- **Harassment:** Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment:** Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic

information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- **Discrimination:** The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee’s body or poking another employee’s body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target’s job performance evaluation, a promotion or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person’s sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people’s ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual’s sex, sexual orientation, gender identity and the status of being transgender, such as:
 - Interfering with, destroying or damaging a person’s workstation, tools or equipment, or otherwise interfering with the individual’s ability to perform the job;
 - Sabotaging an individual’s work;
 - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in “protected activity” is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime, contact the Rotterdam Police Department.

BID FORM

- (a) The Bid Form is provided herein.
- (b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.
- (c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- (d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- (e) All names must be printed or typed below the signature.
- (f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- (g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

AWARD OF BID

- (a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.
- (b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to

which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

CHANGE ORDER

The Town may make changes by altering, adding to or deleting from the Work, and adjusting the Contract sum accordingly. All changed Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the order on contract. Any change in the Contract sum or time for completion of the described work of the order on contract shall be contained in the order on contract. The Contractor shall complete a time impact analysis (TIA) pursuant concurrently with the pricing of the order on contract. Potential time adjustments shall be determined based on the TIA with presented costs. If the Work of the Order on contract impacts on the substantial completion date, the Contractor must notify the Town prior to the negotiation of the order on contract, and a time adjustment may be issued. If the Contractor does not develop a time impact analysis during the negotiation of an order on contract, the Contractor shall forfeit their right to a time adjustment.

The contractor shall submit a responsive cost proposal to the Town in proper form subject to Town's approval. The Town shall determine a fair market value for the work proposed and will issue an order on contract or field order to the contract. No work shall be performed outside of the contract without prior written approval from the Town.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal:

**NATURAL GAS GENERATOR
FOR THE PUMP STATION
Located 200A Steeple Way
Rotterdam, N.Y.**

SUBMITTED BY: _____

BID RECIPIENT

This Bid is submitted to:

Town of Rotterdam
Attn: Megan Griffin, Town Clerk
1100 Sunrise Boulevard
Rotterdam, NY 12306

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Town in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

- B. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Designer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

BIDDER'S CERTIFICATION

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Town, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Town of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Town, a purpose of which is to establish bid prices at artificial, non-competitive levels;
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

LUMP SUM BID PRICE

Bidder will provide all labor, materials, and equipment needed to complete the work in accordance with the construction bid documents, and as directed by the Town. The contractor will provide any other additional materials needed to complete the installation and cost is included in the lump sum price bid.

LUMP SUM BID PRICE _____ (words)

LUMP SUM BID PRICE _____ (number)

If there is a discrepancy between the words and number, the words shall apply.

Work must comply with all applicable standards, rules and regulations.

SUBMITTED on _____ 2026.

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

Signature

Name of Company or Corporation

Address

City *State* *Zip*

Phone Number

Email

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

CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest responsible bidder as determined by the Town. This includes evaluating the lump sum bid price and references. The Town will conduct investigations as deemed necessary to determine the lowest responsible bidder.

NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRATION REQUIREMENT

Effective on December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public works projects or private projects covered by Article 8 of the Labor Law are required to register with the NYS Department of Labor (NYSDOL) under Labor Law Section 220-i. Specifically, contractors must register with the Department of Labor's Bureau of Public Work and Prevailing Wage Enforcement prior to bidding on public work projects or commencing work on public work projects or covered private projects that are subject to prevailing wage. The state purpose is to ensure that such contractors and subcontractors do not have previous labor law violations and that they will abide by the State's labor laws and regulations, including the prevailing wage requirements. These registration requirements go into effect on December 30, 2024. Consequently, after that date, local governments cannot award a contract for public work to a contractor unless they are registered with the State. The NYS Department of Labor has published FAQs regarding this new requirement. For additional information, please visit the NYSDOT website or contact the Department directly by calling 518-457-5589 or by emailing labor.sm.pwask@labor.ny.gov.

Proof that all contractors and subcontractors must be provided to the Town prior to the award of this contract.

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

The Contractor shall provide to the Town with performance and payment bonds prior to the execution of the agreement for review and approval. The bonds shall be in effect for the entire construction duration.

A separate Performance and Payment Bonds in a form satisfactory to the Town of Rotterdam and the Town Corporation Counsel, or its cash equivalent, equal to one hundred percent (100%) of the bid is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the Town.

In case of its failure to do so, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the Town of Rotterdam.

REFERENCES

The Contractor shall provide to the Town a minimum of five (5) references of similar projects. The references shall include project names and client contact information.

AGREEMENT

THIS AGREEMENT dated _____ is by and between the Town of Rotterdam (“Town”) and the

_____, (“Contractor”)

Town and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 The contractor shall provide all labor, materials and equipment needed to complete the work as described in Article 2. All work must comply with applicable standards, codes, rules and regulations.

ARTICLE 2 – THE PROJECT

2.01 The existing generator has served its useful life and needs to be replaced. The contractor shall provide all labor, materials and equipment for the project that includes but is not limited to:

- Disconnect power conductors from the existing generator and retain for re-use.
- Disconnect existing natural gas line from existing generator and retain for re-use.
- Remove and dispose of the building that houses the existing generator. Prior to removal and disposal, the contractor is advised that there may be bee hives and rodents inside the building that will need to be removed by the contractor.
- Remove existing generator from concrete pad and set it on town supplied trailer that will be placed at the job site.
- Clean existing concrete pad from dirt and debris prior to setting the new generator.
- Furnish and install one (1) 80kW natural gas generator with level 2 acoustic sound enclosure and set it on existing concrete pad. The new generator shall be secured to the existing concrete pad as per the manufacturer’s recommendations.
- Re-connect existing power conductors to the new generator. Any additional materials needed for the re-connection will be supplied by the contractor.
- Re-connect natural gas piping to the new generator. Any additional materials needed for the re-connection will be supplied by the contractor.
- Complete any other remaining work needed for final installation of the new generator.

During construction, access to the driveway must be maintained at all times. The driveway is adjacent to residential homes, and the contractor must not block access. All work shall be performed between the hours of 8:00 am to 5:00 pm unless otherwise approved by the Town.

The following will need to be provided by the contractor:

- Manufacturer warranty inspection after installation. Prior to final acceptance, provide documentation from the manufacturer that the installation is acceptable to them.
- Contractor is to correct all deficiencies identified during inspection by the manufacturer and the Town within five calendar days.
- Submit all warranty documents prior to final payment. The contractor shall provide one (1) year workmanship warranty and two (2) year material warranty.

ARTICLE 3 – ENGINEER

- 3.01 The Town may retain an engineer to act as Town’s representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. It is understood that the new generator may require anywhere between 12 to 22 weeks to obtain from the supplier. Once received, installation must begin within five (5) calendar days from arrival.

4.02 *Contract Times: Days*

A. The Work will be substantially completed by ten (10) calendar days from the date the generator is delivered and fully completed by five (5) calendar days from the time the inspections were completed.

4.03 *Liquidated Damages*

A. Contractor and Town recognize that time is of the essence as stated in Paragraph 4.01 above and that Town will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Town FIVE HUNDRED (\$500.00) for each calendar day that expires after the time specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Town FIVE HUNDRED (\$500.00) for each calendar day that expires after such time until the Work is completed and ready for final payment.
3. In addition, Contractor shall pay for all cost with respect to additional construction observation services by a private firm to confirm all work is performed as per the plans and specifications.

ARTICLE 5 – CONTRACT PRICE

5.01 Town shall pay Contractor at the completion of the Work and acceptance in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract. the Total Bid Amount is:

_____ Dollars
(words)

And _____ cents \$ _____
(words) (figures)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment based upon percentage of completion as determined by the Engineer. Applications for Payment will be processed by Engineer and/or Town. The payment application shall include Application and Certificate for Payment AIA Document G702 with supporting documentation and certified payroll documents.

6.02 Progress Payments; Retainage

A. Town shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the quantities of materials installed and bid prices for each item established as provided elsewhere in the Contract. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Town may withhold, including but not limited to liquidated damages, in accordance with the Contract. Ninety-five (95) percent of Work completed (with the balance being retainage) of each payment request; and

B. Upon Substantial Completion, Town shall pay an amount sufficient to increase total payments to Contractor to one hundred (100) percent of the Work completed, less such amounts set off by Town, and less the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance, the Town shall pay the remainder of the Contract Price as recommended by the Engineer.

ARTICLE 7 – INTEREST is not used or allowed.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Town to enter this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. The contractor is familiar with and is satisfied with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied if provided all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Town and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. The Contractor has given the Town written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the Town is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

The Contract Documents include all language stated in the bid documents, and any design plans and specifications if provided and prepared for this project. The Contract Documents can only be modified or supplemented via mutual agreement between the Town and Contractor.

ARTICLE 10 - TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract.

ARTICLE 11 - GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

ARTICLE 12 - INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the Township, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.
- (c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:
 - Liability For: Combined Single Limit
 - Property Damage \$1,000,000 per occurrence/\$2,000,000 aggregate
 - Bodily Injury \$1,000,000 per occurrence/\$2,000,000 aggregate Personal Injury \$1,000,000 per occurrence/\$2,000,000 aggregate
- (d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:
 - Liability For: Combined Single Limit
 - All Other Circumstances \$1,000,000
- (e) **Disability Insurance:** A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each insurance policy required shall be of form and content satisfactory to the Town Attorney.

- (a) The Town shall be named as an additional named insured on all liability policies.
- (b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become

unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

ARTICLE 13 - PREVAILING WAGES

- (a) All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Scheduling of Wages.
- (b) All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The successful vendor(s) are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (888) 469-7365. Actual rates are available via the internet at:
- (c) Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, supplements paid or provided and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Finance Department, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Finance Department shall receive and maintain such payrolls.

- (d) PRC# 2026023997 - New Generator - Steeple Way PS. Hard copies of the prevailing wage rates can be obtained at <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1631870> or copy and paste into your browser.

ARTICLE 14 - SALES AND USE TAXES

The Town is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

ARTICLE 15 - INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE 16 - REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

ARTICLE 17 - DELIVERY AND PAYMENT

- (a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.
- (b) Payment will be made upon the submission of a completed payment request and supporting documentation.
- (c) The Town of Rotterdam is not subject to federal, state, or local taxes.
- (d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).
- (e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public Town and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

ARTICLE 18 - OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

ARTICLE 19 - SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test

results made by independent testing facilities and any other information as may be required by the Town, specifications, or specified herein.

ARTICLE 20 - SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

ARTICLE 21 - ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

ARTICLE 22 - CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if the same continues for more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

ARTICLE 23 - LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

ARTICLE 24 - PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contractor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

ARTICLE 25 - HEALTH AND SAFETY REQUIREMENTS

- (a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected public. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the

contract.

- (b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
- (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
 - (2) Accident Reporting per 29 CFR 1926 Subpart C
 - (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
 - (4) Fall Protection per 29 CFR 1926 Subpart M
 - (5) Working Over Water per 29 CFR 1926 Subpart O
 - (6) Electrical Safety per 29 CFR 1926 Subpart K
 - (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
 - (8) Hazardous Materials per 29 CFR 1926 Subpart Z
 - (9) Involving Radioactive Materials per 29 CFR 1926 Subpart D/12 NYCRR 38
 - (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
 - (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
 - (12) Drilling and blasting per 29 CFR 1926, Subpart U
 - (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O
 - (14) Lifting per 29 CFR 1926, Subpart N
 - (15) Confined Spaces per 29 CFR 1910, Subpart J
 - (16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

ARTICLE 26 – SITE CONTROL

The Contractors shall maintain security of the site with barriers and/or temporary fencing and signage. All debris must be covered including during stoppages or delays. This section shall be superseded by technical requirements set in law but otherwise shall have full force.

ARTICLE 27 - WORK SITE CLEANUP

- (a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.
- (b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

ARTICLE 28 - TECHNICAL SPECIFICATIONS AND PLANS – Refer to other section of this bid document regarding the specifications. Plans are not provided.

ARTICLE 29 - PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will take every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall

be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contractor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

ARTICLE 30 – STORMWATER MANAGEMENT PROGRAM

Bidder understands that the Town of Rotterdam is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems and must comply with the terms and conditions of any aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems. Bidder also agrees to implement any corrective actions identified by the Town or a representative pursuant to the above regulations and further understands that any non-compliance by the Town will not diminish, eliminate, or lessen Bidder's own liability.

ARTICLE 31 - HIGHWAY WORK PERMIT – Not applicable

ARTICLE 32 - INSPECTION

- (a) During the progress of the work and up to the date of Final Acceptance, the Contractor shall at all times afford the representatives of the Town every reasonable, safe and proper facility for inspecting all work done or being done at the site.
- (b) Rejected work and materials shall be promptly taken down and removed from the site, which must at all times be kept in a reasonably clean and neat condition. Payment will not be made of any item until the work is completed to the satisfaction of the Inspector and/or Town officials.

ARTICLE 33 – SUBMITTALS

Prior to start of construction, the contractor shall submit for review and approval all material products needed for construction, showing that they meet town specifications/requirements prior to installation.

ARTICLE 34 - CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

principal _____ and _____

surety _____, are held and firmly bound unto the Town of Rotterdam in the sum of _____ Dollars (\$_____) lawful money of the United States, to be paid to the Town of Rotterdam, its successors or assigns, for which payment well and truly to be made we bind ourselves and all and each of our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals Dated this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden, the Contractor _____ with the Town of Rotterdam in the foregoing contract named, shall and will faithfully perform the work and furnish the materials and supplies in and by said contract agreed by _____ to be performed and furnished, and shall faithfully perform and comply with all the conditions and obligations of said contract on _____ part in every particular, and shall promptly make payment of the sums due to all persons supplying labor and material in the prosecution of the work provided for in said contract, then and in that event, this obligation to be void, otherwise to remain in full force and virtue.

(Affix seal if principal is a corporation, if principal is a co-partnership, each partner should sign individually under the firm name)

Principal _____ L.S.

_____ L.S.

_____ L.S.

Surety _____ L.S.

(Affix seal if surety is a corporation)

_____ L.S.

_____ L.S.

(If signed by a Surety Company, affix authority of its officers to sign and its latest sworn financial statement unless these are on file in the Village Clerk's office, when this fact should be so stated.)

(If signed by individual sureties, the justification as well as the acknowledgement on the reverse side should be completed in two places.)

(All signatures should be acknowledged below. The surety, if a corporation, may affix its forms of acknowledgement as particularly applicable to its method of execution.)

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____ 20__, before me personally

appeared _____ to me known and known to me to

be the individual described in and who executed the within

instrument, and he duly acknowledged that he executed the same.

Notary Public, _____ County

Commission of Deeds _____

CONTRACTOR, IF A CO-PARTNERSHIP, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____, 20____, before me personally

appeared _____, to me known, and known to me to be one

of the firm of _____

described in and who executed the foregoing instrument, and he

_____ thereupon _____ acknowledged to

me that he executed the same as and for the act and deed of said firm.

Notary Public, _____ County

Commissioner of Deeds _____

CONTRACTOR, IF A CORPORATION, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____, 20____, before me the

subscriber personally came _____, to me

known, who being by me duly sworn did depose and say that he

resides in the City/Town of _____; that he is the _____ of

the above instrument; that he knew the seal of said

corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public, _____ County

Commissioner of Deeds _____

SURETY COMPANY ACKNOWLEDGEMENT MAY BE AFFIXED HERE

I hereby approve foregoing surety _____

Dated, Town of Rotterdam, New York _____ 20_____

Supervisor
IN WITNESS WHEREOF, Town and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

TOWN:

CONTRACTOR:

Town of Rotterdam

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

(If Town is a corporation, attach evidence of authority to sign. If Town is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

IN WITNESS WHEREOF, Town and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

TOWN:

CONTRACTOR:

Town of Rotterdam

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Town is a corporation, attach evidence of authority to sign. If Town is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

GENERAL REQUIREMENTS

1. CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

The contractor can utilize electric power if available on site without charge. If during construction, the contractor damages any power supply, it shall be repaired at the contractor's expense. The contractor can utilize the existing water if a spigot is provided on site. The contractor may need to provide temporary water if needed for construction and cost is to be included in the lump sum price bid.

The project site does not have any sanitary sewer facility. The Contractor is to provide a temporary sanitary sewer facility on site for the employees.

2. REMOVAL OF MATERIALS

The contractor shall notify the town where removed materials are being disposed of, which must be at an approved site.

3. MATERIALS AND EQUIPMENT

a. When materials or equipment are specified to conform to ASTM, Federal, State, Local or other reference specifications, the materials delivered to the site shall bear the manufacturer's printed labels stating that the materials meet the requirements of such referenced specifications.

b. Transportation and Handling:

- 1) Deliver factory packaged materials and equipment in the manufacturer's original containers.
- 2) Transport and handle materials and equipment in such a manner as to prevent their damage.
- 3) Have workers available to receive and unload materials and equipment delivered to the site. Do not deliver, or have delivered, any materials and equipment to the site unless such forces are available.

c. Storage and Protection:

- 1) Neatly pile, store, protect, and secure materials and equipment in locations where directed.
- 2) Protect materials and equipment subject to damage by temperature or other weather conditions.
- 3) Do not store volatile liquids on town property.

4. SAFETY OF WORKERS

All safety requirements as per OSHA regulations shall be followed.

SPECIFICATIONS

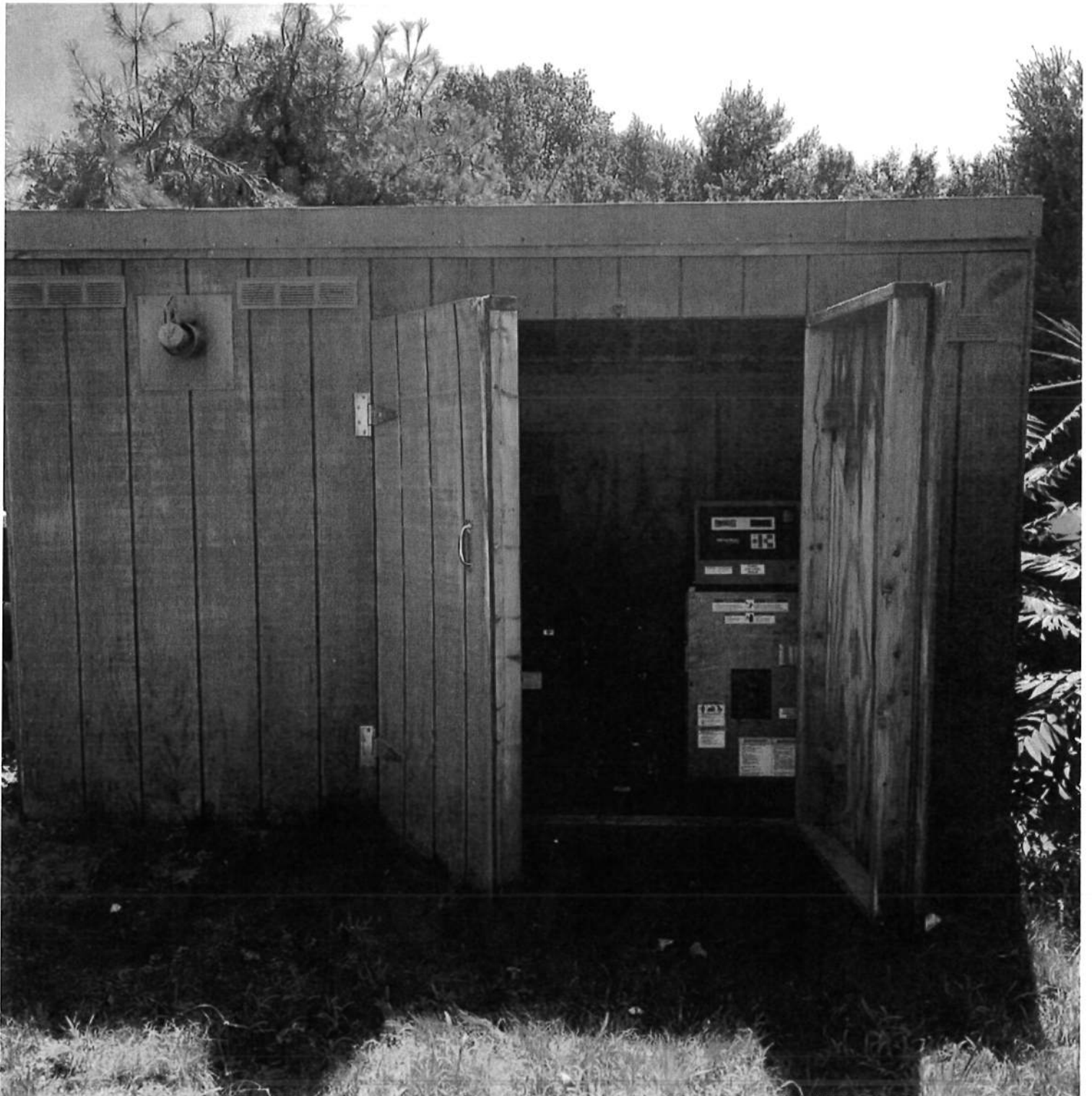
The new generator shall be Cummins Model C80N6, 80kW, 60Hz, or approved equal standby liquid-cooled generator running on natural gas. The new generator to include but not limited to:

- Voltage – 120/208 configuration, 3 Phase, Wye, 4 Wire
- Aluminum Sound Attenuated Level 2 Enclosure with exhaust system
- QSJ5.9G engine. 5.9 liters displacement
- PowerCommand 1.1 Controls, UL 2200, NFPA 110 capable
- Two Batteries, Wet-12Vdc 850CCA, 52 amp battery charging alternator
- Enclosure to be wind-rated to 180 mph per ASCE 7-10 and carry IBC Seismic Certification
- Physical features include 119“ long, 40” wide, 58” high and weighs approximately 2,600 pounds

Prior to ordering the new generator, the Contractor shall confirm that the proposed generator will perform the function of keeping the pumps running in case of power outages.

All required testing to confirm the new generator is online is to be conducted as per the NETA testing requirements and performed by the Contractor or his/her subcontractor prior to acceptance. Submittal of the proposed supplied generator is to be provided to the Town for review and approval prior to its installation.

SITE PHOTOS





RESOLUTION NO. 231.26

**TO ACCEPT A MONETARY DONATION FROM CHUN WHA CHEN 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 Chun Wha Chen in the amount of two hundred dollars and 00/100 (\$200.00) dollars, for the Rotterdam Senior Center.

SECTION 2. This resolution shall become effective September 9, 2026.

DATED: September 9, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 26, 2026

TO: John Polimeni, Town Supervisor

FROM: Diane Marco, Director

TITLE OF REQUEST: Donation from Chun Wha Chen

TO BE PLACED ON TOWN BOARD AGENDA OF: September 9, 2026.

Background Information: The Town of Rotterdam has provided programs at the center and Chun Wha Chen is so happy that we have the programs and she wanted to show her appreciation.

Evaluation/Analysis: Chun Wha Chen has given a donation to the Rotterdam Senior Center as a token of her appreciation. She wanted to make sure it would go to the Rotterdam Senior Center

Recommendation(s): Accept the \$200.00 donation from Chun Wha Chen for the Rotterdam Senior Center.

Attachment/Documents(s): Copy of check #628 for \$200.00

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Diane Marco, Director

CHUN WHA CHEN
AKA CHRIS CHUN CHEN
POD ULYSSES

253-441-5924

628

19-05/1250 6586

8-27-2026

Date

Pay to the
Order of

Town of Roffendun

\$ 200.00

Dollars

WELLS
FARGO
Washington
wellsfargo.com

Photo
Safe
Deposit
Box
Details on back

For Donation Roffendun Senior

[Signature]

AP

Notary Public

©2020 WFR, N.A. All Rights Reserved.

RESOLUTION NO. 232.26

**TO APPROVE PURCHASE OF A NEW POLICE VEHICLE WITH FUNDS FROM NYS
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the purchase of a new 2027 Ford Police Interceptor Utility AWD from Metro Ford Sales, Inc. located at 3601 State Street Schenectady, NY 12304. With compliance under NYS contract, in the amount of forty-seven thousand eight hundred ninety-one dollars and 00/100 (\$47,891.00). \$44,000.00 of this purchase will be made with funds from the NYS Edward Byrne Memorial Justice Assistance Grant.

SECTION 2. This resolution shall become effective September 9, 2026.

DATED: September 9, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 26, 2026

TO: Legislative Review Board

FROM: Deputy Chief Patrick Farry

TITLE OF REQUEST: To approve the purchase of a new police vehicle with funds from NYS Edward Byrne Memorial Justice Assistance Grant (\$44,000)

TOWN BOARD MEETING: September 09, 2026

Background Information: NYS Edward Byrne Memorial Justice Assistance Grant was awarded to the Rotterdam Police Department in the amount of \$44,000 specifically for the purchase of a new patrol vehicle. Metro Ford Sales Inc. is a current NYS OGS Vendor (ID: 1000006901) with an active State of New York Contract until Nov. 13, 2029. To purchase a 2027 Ford Interceptor Utility from Metro Ford Sales Inc. for the NYS Contract Price of \$47,891.00

Evaluation/Analysis: This patrol vehicle will replace a previous vehicle which has been taken out of service due to having had reached the end of its useful service life due to its age, high mileage, and increasing maintenance and repair requirements.

Recommendation(s): Purchase a 2027 Ford Interceptor Utility AWD from Metro Ford Sales Inc. for the NYS Contract Price of \$47,891.00

Attachment/Document(s): Memorandum prepared by Sergeant Reilly. NYS Grant Award Notice. NYS OGS Contract.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: RPD



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Town of Rotterdam / Rotterdam Town Police Department	Date: 7/24/2026
Program Name: Law Enforcement Equipment	Award Amount: \$44,000
Signatory Name and Title: Michael Brown, Chief	Term Dates: TBD
Email: mbrown@rotterdamny.org	Contract Number: T637894
Program Description: To support the purchase of a fully upfitted and marked patrol vehicle for the Department.	
The following additional information is provided as required when grants are supported with federal funding: <u>Federal Award Identification Information</u> Award Name: New York State FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application Federal Award Number: 15PBJA-24-GG-04326-JAGX Name of the Federal Award Agency: Bureau of Justice Assistance (BJA) Federal Award Lapse Date: 9/30/2027 Total Amount of Federal Award: \$8,487,623.00 Federal Fiscal Year of Funds: FFY 24 Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program	
Grant Questions	
Primary Contact Julie Klugo, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.1475 Email: julie.klugo@dcjs.ny.gov	Secondary Contact Meagan Armstrong, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.5569 Email: meagan.armstrong@dcjs.ny.gov

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.



ROTTERDAM POLICE DEPARTMENT
ADMINISTRATION
MEMORANDUM



To: Chief William Male

From: Sgt. Derek Reilly

Re: Vehicle Purchase

Date: August 7, 2026

The Rotterdam Police Department is in need of a new patrol vehicle. Metro Ford informed me they will soon have a 2027 Ford Explorer available to them for purchase. The vehicle is priced at \$47,891.00. This price is based off of a Piggyback bid they conducted for Menands P.D.

I am requesting a purchase order to move forward with a vehicle acquisition from Metro Ford for the purchase of this vehicle which will be used in our patrol fleet.

Sgt. Derek Reilly #100

Sgt. Derek Reilly



Preview Order 8078 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 07/31/2026 10:37:04 Receipt: 6/12/2026

Dealership Name: Metro Ford Sales Inc

Sales Code : F13161

Dealer Rep.	WILLIAM HEARLEY	Type	Fleet	Vehicle Line	Explorer	Order Code	8078
Customer Name	Nys	Priority Code	H4	Model Year	2027	Price Level	715

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	\$49050	NOISE SUPPRESSION BOND STRAPS	\$100
.119 INCH WHEELBASE	\$0	POL WIRE HARNESS CONNECTOR KIT	\$200
TOTAL BASE VEHICLE	\$49050	.POLICE WIRING KIT REAR	\$0
AGATE BLACK METALLIC	\$0	.POLICE WIRING KIT FRONT	\$0
CLOTH BUCKETS/VINYL REAR SEATS	\$0	REAR DR HNDL AND LOCKS INOPR	\$100
ONYX INTERIOR	\$0	DEFLECTOR PLATE	\$340
EQUIPMENT GROUP 500A	\$0	FRONT LICENSE PLATE BRACKET	\$0
.FM STEREO	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
3.0L ECOBOOST V6 ENGINE	\$2850	SPECIAL FLEET ACCOUNT CREDIT	\$0
10-SPEED AUTO TRANSMISSION	\$0	FUEL CHARGE	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
CALIF EMISSIONS NOT REQUIRED	\$0	PRICED DORA	\$0
DRIVER SIDE LED SPOT LAMP	\$450	ADVERTISING ASSESSMENT	\$0
KEYED ALIKE -KEY CODE B	\$50	DESTINATION & DELIVERY	\$1795
TOTAL BASE AND OPTIONS		MSRP	\$54935
DISCOUNTS		NA	
TOTAL			\$54935

ORDERING FIN: QS122 END USER FIN: QS122

Pay for # 4789100

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

This is not an invoice.



Office of General Services Procurement Services

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

Contract Award Notification

Title	:	Group 40440 Vehicles, Class 1-8 (Statewide) Classification Code(s): 25 and 46
Award Number	:	<u>23166</u>
Contract Period	:	November 14, 2019 to November 13, 2029
Bid Opening Date	:	September 3, 2019
Date of Issue	:	November 14, 2019 (Revised June 23, 2026)
Specification Reference	:	As Incorporated In The Contract
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Ian Corcoran Title : Contract Management Specialist Phone : 518-473-9600 E-mail : nysvehiclemarketplace@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This award includes backdrop Contracts for the acquisition (purchase or lease) of new Single OEM Vehicles, Chassis and Bodies in the following Classes of Vehicles: Class 1 (1 to 6,000 lbs. GVWR), Class 2 (6,001 to 10,000 lbs. GVWR), Class 3 (10,001 to 14,000 lbs. GVWR.), Class 4 (14,001 to 16,000 lbs. GVWR), Class 5 (16,001 to 19,500 lbs. GVWR), Class 6 (19,501 to 26,000 lbs. GVWR), Class 7 (26,001 to 33,000 lbs. GVWR), and Class 8 (33,001 lbs. GVWR & Over), as well as related Options and Aftermarket Components as defined in Contract Scope.

PR # 23166

CONTRACT #		CONTRACTOR	FED.IDENT.#	NYS VENDOR#
PC68971		Kenworth Northeast Group, Inc.	20-3063929	1100013557
PC70676	SB	LDV, Inc.	39-1281237	1000033003
PC70323	SB	L.I. Autoworld, Inc.	11-3127420	1100296912
		DBA Generation Bulck GMC		
PC68945		Lithia Motors Inc.	93-0572810	1100194771
PC69222	SB	Longley Bros, Inc.	16-1037166	1100190028
PC70863		Lucky's Truck & Trailer Sales, Inc.	88-4232450	1100296159
		DBA Dimmick Group Peterbilt		
PC68972	SB	Maguire Cars LLC	26-3974283	1100126444
		DBA Maguire Audi of Ithaca		
		DBA Maguire Honda of Ithaca		
		DBA Maguire Hyundai of Ithaca		
		DBA Maguire Kia of Ithaca		
		DBA Maguire Nissan of Ithaca		
		DBA Maguire Nissan of Syracuse		
		DBA Subaru of Ithaca		
		DBA Maguire Toyota of Ithaca		
		DBA Maguire Volkswagen of Ithaca		
		DBA Maguire Volvo of Ithaca		
PC68973	SB	Maguire Motors LLC	26-0548077	1100058540
		DBA Maguire Chevrolet of Ithaca		
		DBA Maguire Cadillac of Ithaca		
		DBA Maguire Chrysler Dodge Jeep Ram FIAT of Ithaca		
		DBA Maguire Chrysler Dodge Jeep Ram of Syracuse		
		DBA Maguire Chevrolet of Trumansburg		
		DBA Maguire Chrysler Dodge Jeep of Watkins Glen		
		DBA Maguire Ford of Ithaca		
PC68994	SB	Mangino Chevrolet, Inc.	20-1561990	1000016576
PC70866		Mastrovito Auto Group, Inc.	86-1770467	1100289319
		DBA Mastrovito Hyundai		
PC70459		Matthews Auto Mall, Inc.	20-3916038	1100318488
PC69202	SB	McFadden Ford, Inc.	16-0738012	1000039506
		DBA Ed Shults Ford Lincoln		
PC68988		Metro Ford Sales, Inc.	14-1619871	1000006901
PC68968	SB	Metzger Gear, Inc.	52-2155556	1100043397
PC69422	SB	Mike Basil Motors, Inc.	16-1610781	1100235093
		DBA Basil Toyota		
PC70328		Model 1 Commercial Vehicles, Inc.	33-0388707	1100110763
PC68946		Navistar Inc.	36-1264810	1000031410
PC69843		Nielsen Ford of Morristown, Inc.	88-2667434	1100278967
PC69848		Nielsen of Morristown, Inc.	88-2643075	1100280583
		DBA Nielsen Chrysler Dodge Jeep Ram		

CONTRACTOR INFORMATION

Metro Ford Sales, Inc.

CONTRACTOR/COMPANY INFORMATION	
Company Name:	Metro Ford Sales, Inc.
Address:	3601 State St., Schenectady, NY 12304
Company Website:	Metrofordny.com
Federal ID #:	14-1619871
NYS Vendor ID #:	1000006901
Contract Administrator Name:	William Hearley
Title:	Fleet Manager
Email:	bill@metrofordny.com
Phone:	518-334-4616
Toll Free Phone:	N/A
Normal Business Days/Hours	Monday - Friday 8am - 5pm

EMERGENCIES	
Contact Name:	Kim Leonard
Title:	Controller
Email:	kleonard@metrofordny.com
Phone:	518-631-6106
Cell Phone:	518-701-4564

PAYMENT/ORDERING INFORMATION

Does Contractor offer a prompt payment discount for payments made in less than 30 days after receipt of a proper invoice? If yes, please detail the additional discounts by providing the percentage of discounts and the specific number of days within which payment must be made for the discounts to apply (for example: 2% / 15 days; 1% / 20 days).	No
Does Contractor accept the NYS Purchasing Card (see Appendix B, Purchasing Card) at no additional charge, for orders up to and including \$50,000?	No
If Contractor requires a minimum and/or maximum purchase amount for orders placed using the NYS Purchasing Card, please indicate those minimum and maximum amounts. If there is no minimum or maximum, enter "N/A".	N/A
If Contractor offers an additional discount for purchases made with the NYS Purchasing Card, enter here (%).	N/A

NYS MINIMUM DISCOUNTS

The Contractor is an authorized Dealer of the following Single OEM Vehicle(s) and/or Chassis Make(s)/Model(s) and shall offer them at the NYS Minimum Discount(s) listed below, or a greater discount, for purchases under the Contract.

Make (e.g., Ford, International, Freightliner)	Model (e.g. All Models, F-150, Bolt EV, M2-106)	NYS Minimum Discount (Minimum of 1%)
Ford	All Models	1%

BODIES OFFERED

The Contractor is an authorized Dealer of the Body OEM Product Line(s) and Body Types listed below and May offer them for purchases under the Contract.

Body OEM Product Line(s) Offered (e.g., Viking, Galion, Reading)	Body Types Offered (e.g., aerial lift, ambulance, beverage, box/van, bus, concrete mixer, dump, flat bed, log, pickup, recyclable/refuse, refrigerator, service/utility, stake, sweeper, tank, tow truck, trailer)
N/A	N/A

RESOLUTION NO. 233.26

TO APPROVE BUDGET TRANSFERS TO THE 2026 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<u>Fund</u>	<u>Account No.</u>	<u>Title</u>	<u>Amount</u>
A	A6772 110219	.33 COOR PARKS & SENIOR PROGRAMS	\$17,590.00
A	A7020 100120	.33 COOR PARKS & SENIOR PROGRAMS	(\$6,090.00)
A	A7140 110219	.33 COOR PARKS & SENIOR PROGRAMS	(\$11,500.00)
A	A1220 130006	GRANT COORDINATOR STIPEND	\$10,000.00
A	A8020 130006	GRANT COORDINATOR STIPEND	(\$10,000.00)
A	A1410 4801	OFFICE SUPPLIES	\$625.00
A	A1410 4300	CONFERENCES	(\$625.00)

SECTION 2. This resolution shall become effective September 9, 2026.

DATED: September 9, 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: **September 2, 2026**

TO: **John Polimeni, Supervisor**

FROM: **Comptroller's Office**

TITLE OF REQUEST: To approve budget transfers to the 2026 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of September 9, 2026.

Background Information: Budget transfers related to salary lines Senior Center, and grant stipend allocation. Town Clerk Request for budget transfer for office supplies

Evaluation/Analysis: Lines with expenditures currently being appropriated to them need to be funded properly and budget transfers need to be made in order to do so.

Recommendation(s): To be placed on the Town Board meeting of September 9, 2026 and approve the transfers.

Attachment/Document(s):

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Town Law 102, 112 & 113

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

TOWN OF ROTTERDAM

Megan Griffin, Town Clerk



John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Phone: 518-355-7575 ext. 318 • Fax: 518-355-7837 • mgriffin@townofrotterdam.gov •

MEMO

Date: August 31, 2026

To: Alison Grace

Cc: Tabetha Unser

From: Megan Griffin, Town Clerk

Subject: Budget Transfer for Town Clerk Office – TBM September

Please transfer the following funds to cover the projected deficit of line A1410 4100.

From:	A1410-4300 Conferences	Amount - \$625.00
-------	------------------------	-------------------

To:	A1410-4801 Office Supplies	Amount + \$625.00
-----	----------------------------	-------------------

Thank you!

RESOLUTION NO. 234.26

**TO ENTER INTO AN AGREEMENT PURSUANT TO HIGHWAY LAW SECTION 284
FOR TOWN HIGHWAY PAVING FOR 2026**

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 passes this resolution authorizing an agreement between the Town Board and the Highway Superintendent to establish a paving plan for 2026 and to allow payment for the Town of Rotterdam paving 2026 fiscal year, in accordance with the competitive bidding requirements of the New York State General Municipal Law, in the amount not to exceed \$659,145.89 for the roadway paving for the year 2026.

SECTION 2. This resolution shall become effective September 9, 2026.

DATED: September 9, 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: September 3, 2026

TO: Town Board

FROM: Robert Denny, Highway Superintendent

TITLE OF REQUEST: TO ENTER INTO AN AGREEMENT PURSUANT TO HIGHWAY LAW
SECTION 284 FOR TOWN HIGHWAY PAVING FOR 2026

TOWN BOARD MEETING: September 9, 2026

Background Information: See attached

Evaluation/Analysis:

Recommendation(s): The Town Board enter into an agreement pursuant to Highway Law Section 284
for Towns Highway Paving for 2026

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town Attorney

AGREEMENT FOR THE EXPENDITURE OF TOWN HIGHWAY FUNDS
TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK

Pursuant to §284 of the Highway Law

AGREEMENT between the Town Superintendent of Highways of the Town of Rotterdam, Schenectady County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, the revenues from equipment rentals, reimbursement for snow and ice removal and other charges for services, the reappropriated funds, and the CHIPS and other State Aid for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS.** The sum of **\$659,145.00** shall be set aside to be expended for primary work and general repairs upon **0.83 miles** of Town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof.
2. **PERMANENT IMPROVEMENTS.** The following sums shall be set aside to be expended for the permanent improvement of Town highways:
 - (a) **Garrison Avenue:** Commencing at Route 159 and leading to a loop;

Distance:	1,150 feet.
Expenditure:	Not to exceed \$161,847.00
Type:	Reclaim, base, and top course
Width of Traveled Surface:	22 feet
Base Thickness:	3 inches Type 3 Binder
Topcoat Thickness:	1.5 inches Type 6 Binder
 - (b) **Manor Court:** Commencing at Garrison Avenue and leading to a loop;

Distance:	650 feet.
Expenditure:	Not to exceed \$106,671.00
Type:	Reclaim, base, and top course
Width of Traveled Surface:	26 feet
Base Thickness:	3 inches Type 3 Binder
Topcoat Thickness:	1.5 inches Type 6 Binder
 - (c) **Houlton Avenue:** Commencing at Altamont Avenue, leading to Crane St;

Distance:	900 feet.
Expenditure:	Not to exceed \$101,902.00
Type:	Reclaim, base, and top course
Width of Traveled Surface:	18 feet
Base Thickness:	3 inches Type 3 Binder
Topcoat Thickness:	1.5 inches Type 6 Binder

- (d) **Patton Drive:** Commencing at Altamont Avenue and leading to Pyle Drive;
Distance: **1,700 feet.**
Expenditure: **Not to exceed \$288,775.00**
Type: **Reclaim, base, and top course**
Width of Traveled Surface: **27 feet**
Base Thickness: **3 inches Type 3 Binder**
Topcoat Thickness: **1.5 inches Type 6 Binder**

Executed in duplicate this _____ day of September, 2026.

John Polimeni, Town Supervisor

Robert Denny, Highway Superintendent

Michael DeSantis, Deputy Town Supervisor

Ronald Schlag, Town Board Member

Patricia Matelitz, Town Board Member

Teri Gallucci, Town Board Member

NOTE: *This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent of Highways. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. Copies do not have to be filed in Albany.*

RESOLUTION NO. 235.26

RESOLUTION AFFIRMING LAWFUL COOPERATION BETWEEN THE ROTTERDAM POLICE DEPARTMENT AND FEDERAL LAW-ENFORCEMENT AUTHORITIES AND URGING AMENDMENT OF EXECUTIVE LAW § 170-K

WHEREAS, the Town of Rotterdam is committed to protecting the safety, security, and well-being of all residents, businesses, visitors, and law-enforcement personnel within the Town; and

WHEREAS, the Rotterdam Police Department performs essential public-safety functions, including responding to emergencies, investigating crime, assisting victims, protecting the public, enforcing the law, and cooperating with other law-enforcement agencies when such cooperation advances legitimate public-safety objectives; and

WHEREAS, the Town Board recognizes that effective law enforcement frequently requires lawful communication, coordination, information-sharing, investigative assistance, and operational cooperation among municipal, county, State, and federal law-enforcement agencies; and

WHEREAS, federal law-enforcement agencies, including but not limited to the Federal Bureau of Investigation, United States Marshals Service, Drug Enforcement Administration, Bureau of Alcohol, Tobacco, Firearms and Explosives, Department of Homeland Security, Homeland Security Investigations, United States Customs and Border Protection, and United States Immigration and Customs Enforcement, perform important roles in the investigation and enforcement of federal criminal law and the protection of public safety; and

WHEREAS, the Town Board supports the Rotterdam Police Department's continued lawful cooperation with federal law-enforcement authorities, including United States Immigration and Customs Enforcement, in matters involving criminal activity, public safety, emergency response, victim protection, officer safety, valid judicial process, criminal investigations, and other activities permitted by applicable law; and

WHEREAS, Section 287(g) of the Immigration and Nationality Act, codified at 8 U.S.C. § 1357(g), authorizes the Secretary of Homeland Security to enter into written agreements with state and local law-enforcement agencies under which qualified and properly trained personnel may perform specified immigration-officer functions, subject to federal supervision and the terms of the agreement; and

WHEREAS, on or about May 27, 2026, the State of New York enacted Chapter 55 of the Laws of 2026, Part LL, commonly known as the "Local Cops, Local Crimes Act," which added Executive Law § 170-k; and

WHEREAS, Executive Law § 170-k prohibits local governments and law-enforcement agencies from entering into, renewing, modifying, extending, or remaining in agreements authorized pursuant to 8 U.S.C. § 1357(g), and further restricts specified arrangements involving the use of local personnel, resources, or facilities for federal civil-immigration-enforcement purposes; and

WHEREAS, the Town Board recognizes that Executive Law § 170-k is presently effective law and that the Town, the Rotterdam Police Department, and all Town officers and employees must comply with applicable federal, State, and local law; and

WHEREAS, the Town Board nevertheless believes that the State's categorical restriction on local participation in federally authorized civil-immigration-enforcement agreements improperly removes local discretion and prevents municipalities and local law-enforcement agencies from evaluating whether a voluntary, lawful cooperative agreement would promote public safety in their particular communities; and

WHEREAS, the Town Board believes that decisions concerning voluntary cooperation with federal law-enforcement authorities should appropriately account for local circumstances, including public-safety conditions, criminal activity, available personnel and fiscal resources, community needs, constitutional protections, applicable law, and the professional judgment of local law-enforcement leadership;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. That the Town Board of the Town of Rotterdam affirms its support for the Rotterdam Police Department's continued cooperation and coordination with federal, State, county, and local law-enforcement agencies, including United States Immigration and Customs Enforcement, in criminal-law-enforcement, public-safety, emergency-response, victim-protection, officer-safety, and other activities permitted by applicable law;

SECTION 2. That such cooperation may include, where authorized by law and consistent with applicable Town and Police Department policies, communication, exchange of lawfully available information, coordination in criminal investigations, response to criminal warrants and valid judicial process, protection of victims and witnesses, and other lawful public-safety functions;

SECTION 3. That the Town Board respectfully urges the Governor of the State of New York and the New York State Legislature to reconsider, repeal, or amend Executive Law § 170-k so that municipalities and local law-enforcement agencies may retain discretion, within constitutional and statutory limits, to determine whether to enter into voluntary agreements or arrangements otherwise authorized by federal law concerning federal civil immigration enforcement;

SECTION 4. That the Town Board specifically urges the Governor and Legislature to amend Executive Law § 170-k to permit a municipality or local law-enforcement agency, after consideration of local public-safety needs and pursuant to appropriate local approval and oversight, to elect whether participation in a federally authorized 287(g) agreement or other lawful cooperative arrangement is appropriate;

SECTION 5. That the Town Board's request for legislative reconsideration does not direct, authorize, encourage, or require the Rotterdam Police Department, any Town officer,

employee, agent, contractor, board, or department to violate, disregard, evade, or decline compliance with Executive Law § 170-k or any other applicable law;

SECTION 6. That unless and until Executive Law § 170-k is amended, repealed, declared unenforceable, or otherwise modified by lawful authority, the Town of Rotterdam, its Police Department, and all Town officers and employees shall continue to comply with all applicable law; and be it further

SECTION 7. That this resolution is a legislative-policy statement of the Town Board and shall not be construed as a directive concerning any particular investigation, arrest, detention, custodial transfer, agreement, immigration matter, or law-enforcement operation; and

SECTION 8. That the Town Clerk is hereby directed to transmit certified copies of this resolution to the Governor of the State of New York, the Temporary President of the New York State Senate, the Speaker of the New York State Assembly, Senator Fahy, Assemblymember Santabarbara, the New York State Association of Towns, the New York State Association of Chiefs of Police, and such other entities as the Town Board may direct.

SECTION 9. This resolution shall become effective September 9, 2026

DATED: September 9, 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: September 4, 2026

TO: Town Board

FROM: Michael DeSantis, Deputy Supervisor

TITLE OF REQUEST: RESOLUTION AFFIRMING LAWFUL COOPERATION BETWEEN THE ROTTERDAM POLICE DEPARTMENT AND FEDERAL LAW-ENFORCEMENT AUTHORITIES AND URGING AMENDMENT OF EXECUTIVE LAW § 170-K

TOWN BOARD MEETING: September 9, 2026

Background Information: See attached resolution

Evaluation/Analysis:

Recommendation(s): Town Board affirm lawful cooperation between Rotterdam Police Department and Federal Law Enforcement Authorities

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town Attorney

RESOLUTION NO. 236.26

**A RESOLUTION FINDING MOHAWK AMBULANCE SERVICE TO BE A CURRENT
TOWN-BASED AMBULANCE SERVICE PROVIDER FOR PURPOSES OF
CHAPTER 27 OF THE TOWN CODE**

WHEREAS, § 27-2(C) of the Code of the Town of Rotterdam provides for two members of the Rotterdam Emergency Medical Board to be selected from the “current Town-based ambulance service provider”; and

WHEREAS, the Town Board finds that Mohawk Ambulance Service provides substantial, regular, and continuing ambulance and emergency medical services within the Town of Rotterdam, including service to Town residents and locations; and

WHEREAS, the Town Board further finds that Mohawk Ambulance Service is operationally integrated with the Town’s emergency-service system through its regular provision of EMS coverage and coordination with the Town’s public-safety and emergency-service providers; and

WHEREAS, although Mohawk Ambulance Service’s principal office may be located outside the Town’s geographic boundaries, the Town Board finds that its substantial and continuing operational presence in, and service to, the Town reasonably qualifies Mohawk Ambulance Service as a “current Town-based ambulance service provider” for the limited purpose of § 27-2(C) of the Town Code;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. That the Town Board of the Town of Rotterdam hereby determines that Mohawk Ambulance Service is a current Town-based ambulance service provider for purposes of § 27-2(C) of the Code of the Town of Rotterdam;

SECTION 2. That this determination is based upon Mohawk Ambulance Service’s substantial and continuing provision of ambulance and emergency medical services within the Town and its operational participation in the Town’s emergency medical-services system

DATED: September 9, 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: September 4, 2026

TO: Town Board

FROM: Patricia Matelitz, Councilmember

TITLE OF REQUEST: FINDING MOHAWK AMBULANCE SERVICE TO BE A CURRENT
TOWN-BASED AMBULANCE SERVICE PROVIDER FOR PURPOSES OF
CHAPTER 27 OF THE TOWN CODE

TOWN BOARD MEETING: September 9, 2026

Background Information: § 27-2(C) of the Code of the Town of Rotterdam provides for two members of the Rotterdam Emergency Medical Board to be selected from the “current Town-based ambulance service provider”, and Mohawk ambulance provides substantial, regular, and continuing ambulance and emergency medical services within the Town of Rotterdam, including service to Town residents and locations

Evaluation/Analysis:

Recommendation(s): Town Board find Mohawk ambulance as a current Town-Based ambulance service provider for the purposes of Chapter 27 of the Town Code .

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town Attorney

RESOLUTION NO. 237.26

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2026 TO AMEND THE ROTTERDAM TOWN CODE, IN RELATION TO USE OF ELECTRIC BICYCLES, ELECTRIC SCOOTERS AND CERTAIN MOTORIZED DEVICES AND SCHEDULING A PUBLIC HEARING THEREON.

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

WHEREAS, the Town Board of the Town of Rotterdam has received a proposed Local Law, to be known as Local Law No. _ of 2026, entitled “To Amend The Rotterdam Town Code, In Relation To Use Of Electric Bicycles, Electric Scooters And Certain Motorized Devices; and

WHEREAS, the proposed local law is intended to preserve the safe and recreational use of Town parks, playgrounds, public places, and the Riverfront Bike/Hike Trail by permitting conventional bicycles and Class 1 bicycles with electric assist, while prohibiting Class 2 bicycles with electric assist, electric scooters, and other motorized recreational devices, except as otherwise authorized by Town Code; and

WHEREAS, the Town Board finds that the proposed local law will promote the safety and welfare of pedestrians, children, conventional bicyclists, Class 1 pedal-assist e-bike users, and other persons using Town recreational facilities; and

WHEREAS, pursuant to Municipal Home Rule Law § 20, a public hearing is required before the Town Board may adopt the proposed local law;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Local Law No. __ of 2026 to amend the Rotterdam Town Code in relation to use of electric bicycles, electric scooters and certain motorized vehicles, and:

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Town Hall, 1100 Sunrise Blvd, Rotterdam, New York 12306 at 7:00 p.m. on the 23rd day of September 2026 for the following purpose:

For the enactment of Local Law No. __ of 2026 amending the Rotterdam Town Code in relation to use of Electric Bicycles, Electric Scooters and Certain Motorized Devices of the Town Code of the Town of Rotterdam.

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

DATED: September 9, 2026

Daily Gazette: Please publish once on September 11, 2026

Town Clerk

Post

SECTION 3. This resolution shall become effective September 9, 2026

DATED: September 9, 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:	September 3, 2026
TO:	Town Board
FROM:	Michael DeSantis, Deputy Supervisor
TITLE OF REQUEST:	TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2026 TO AMEND THE ROTTERDAM TOWN CODE, IN RELATION TO USE OF ELECTRIC BICYCLES, ELECTRIC SCOOTERS AND CERTAIN MOTORIZED DEVICES AND SCHEDULING A PUBLIC HEARING THEREON.
TOWN BOARD MEETING:	September 9, 2026
<u>Background Information:</u>	To amend Chapter 194, of the Code of The Town of Rotterdam, regulating the use of electric bicycles, scooters, and certain motorized devices on Town Parkland and Riverfront bike/hike trails
<u>Evaluation/Analysis:</u>	See Attached
<u>Recommendation(s):</u>	Town Board to call for a Public Hearing
<u>Attachment/Document(s):</u>	Draft of New Local Law Amendment
<u>Compliance with Purchasing Policy:</u>	N/A
<u>Effect(s) on Existing Law(s):</u>	Add Amend Local Law Section 194 of Town Code of Town of Rotterdam
LEGISLATION WILL BE PREPARED BY:	Town Attorney

Proposed Local Law No. ____ of 2026

A LOCAL LAW amending the Code of the Town of
Rotterdam, in relation to use of electric
bicycles, electric scooters and certain
motorized devices

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

Section 1. Title

This local law shall be known and cited as the “Town of Rotterdam Parks and Riverfront
Trail E-Bike and Motorized Device Safety Local Law.”

Section 2. Legislative findings and purpose

The Town Board finds that Town parks, playgrounds, public places, and the Riverfront
Bike/Hike Trail are shared recreational facilities used by pedestrians, children, families, bicyclists,
runners, persons with disabilities, and other members of the public.

The Town Board further finds that conventional bicycles and Class 1 bicycles with electric
assist operate in a manner generally consistent with the intended recreational use of these facilities.
Class 1 bicycles with electric assist provide motor assistance only while the operator is pedaling
and cease to provide assistance when the bicycle reaches 20 miles per hour.

The Town Board further finds that Class 2 bicycles with electric assist, electric scooters,
minibikes, electric dirt bikes, ATVs, go-carts, and similar motorized devices may create increased
speed, acceleration, passing, collision, and conflict risks in shared-use recreational settings.

The purpose of this local law is to protect the health, safety, welfare, and enjoyment of
persons using Town recreational facilities by allowing conventional bicycles and Class 1 bicycles
with electric assist, while prohibiting Class 2 bicycles with electric assist, electric scooters, and
other motorized recreational devices except where expressly authorized by the Town Code.

**Section 3. Subsection U of Section 194-2 of the Rotterdam Town Code is amended to
read as follows:**

U. ~~Unlicensed motor vehicles, minibikes, snowmobiles, ATVs, go-carts, etc. are prohibited.~~
Motorized vehicles; electric bicycles; electric scooters.

No person shall operate, possess, or use in any Town park, playground, or public place any
unlicensed motor vehicle, minibike, snowmobile, all-terrain vehicle, go-cart, electric dirt bike,

Class 2 bicycle with electric assist, electric scooter, or other motorized recreational device, except as expressly authorized by this chapter.

Nothing in this subsection shall prohibit the use of:

- (1) A conventional bicycle;
- (2) A Class 1 bicycle with electric assist;
- (3) An electrically driven mobility device operated by a person with a disability;
- (4) A vehicle operated by or with the authorization of the Town for maintenance, construction, repair, inspection, emergency response, law enforcement, or patrol purposes;
or
- (5) A snowmobile where expressly permitted pursuant to § 194-9 of this chapter.

For purposes of this subsection, “Class 1 bicycle with electric assist,” “Class 2 bicycle with electric assist,” and “electric scooter” shall have the meanings set forth in the New York State Vehicle and Traffic Law.

Section 4. Subsections A and B of Section 194-9 the Rotterdam Town Code are amended to read as follows:

~~A. All motorized vehicles, except for recognized emergency, maintenance and patrol vehicles, are expressly prohibited on the Riverfront Bike/Hike Trail during the months commencing April 1 and terminating November 1 of each year. Snowmobiles may use the Riverfront Bike/Hike Trail as indicated in Subsection B, provided that there exists a minimum of four inches of snow on the trail at the time of use.~~ **Permitted and prohibited uses.**

Except as otherwise provided in this section, no person shall operate, possess, or use on the Riverfront Bike/Hike Trail any motorized vehicle, including, but not limited to, any unlicensed motor vehicle, minibike, snowmobile, all-terrain vehicle, go-cart, electric dirt bike, Class 2 bicycle with electric assist, electric scooter, or other motorized recreational device.

Conventional bicycles and Class 1 bicycles with electric assist shall be permitted on the Riverfront Bike/Hike Trail.

Nothing in this section shall prohibit:

- (1) An electrically driven mobility device operated by a person with a disability;
- (2) A vehicle operated by or with the authorization of the Town for maintenance, construction, repair, inspection, emergency response, law enforcement, or patrol purposes; or
- (3) Snowmobile use expressly authorized by Subsection B of this section.

B. Seasonal snowmobile exception.

Snowmobiles are the only motorized vehicles that will be permitted on the western portion of the Riverfront Bike/Hike Trail in the Town of Rotterdam, ~~the area designated~~ commencing at Scrafford Lane, ~~and eastward,~~ extending to the mouth of the Plotterkill at the Triple Arch Bridge (~~Baan's Orchard~~), also known as Baan's Orchard, during the months commencing November 1 of each year and ~~terminating on~~ ending April 1 of the following year, provided that there is a minimum of four inches of snow on the trail at the time of use. ~~Signs will be posted in this area indicating permitted use of snowmobiles.~~

The Town shall post signs in the designated area identifying the seasonal snowmobile use permitted by this subsection.

Section 6. Severability

If any clause, sentence, paragraph, section, or part of this local law is adjudged by a court of competent jurisdiction to be invalid, that judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, section, or part directly involved in the controversy in which the judgment was rendered.

Section 7. Effective date

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

RESOLUTION NO 238.26

AMEND AND UPDATE THE SCHEDULE OF FEES

WHEREAS, it is necessary to ensure that the Town's Schedule of Fees is accurate, current, and consistent with the Town Code, adopted budget, and departmental updates;

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 update the Schedule of Fees to incorporate all applicable fees set forth in the Town Code.

SECTION 2. This resolution shall become effective September 9, 2026.

DATED: September 9, 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: September 1, 2026

TO: John Polimeni, Town Supervisor

FROM: Megan Griffin, Town Clerk

TITLE OF REQUEST: Update the Schedule of Fees

TOWN BOARD MEETING DATE: September 9, 2026

Background Information: Local Law 5 was adopted on 8/12/26, amending Chapter 265, Property Maintenance by adding a new article establishing a Vacant Building Registry, that includes a yearly fee schedule.

Evaluation/Analysis: The Schedule of Fees needs to be updated when new or amended fees are adopted or amended by the Town Board.

Recommendation(s): Amend and update the Schedule of Fees document to reflect the Vacant Building Registry Fees adopted on 8/12/26 by Local Law 5 of 2026.
Page 8 is highlighted referencing the amended/added fee schedules.p

Attachment/Document(s): DRAFT Schedule of Fees UPDATED 9.9.26

Compliance with Purchasing Policy? N/A

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

LEGISLATION PREPARED BY: Town Clerks Office

SCHEDULE OF FEES

POLICE DEPARTMENT

Chapter 71, Alarms.

A. Alarm installers

(1) Registration with Rotterdam Police Department required annually

B. Initial permit for the installation of an emergency alarm system required

C. Service fees

(1) First year service fee, payable at the time of application for installation

Type of Alarm	Service Fee (If installed between: January 1 - June 30)	Service Fee (If installed between July 1 - December 31)
A - Residential Outside Audible	\$60.00	\$30.00
B - Residential – 3 rd Party	\$20.00	\$10.00

(2) Annual service fee payable by January 31 of each succeeding year, upon receipt of bill

Type of Alarm	Yearly Fee
A - Residential Outside Audible	\$ 60.00
B - Residential – 3 rd Party	\$ 20.00

D. False alarms

(1) False alarm fees (each false alarm)

Number of False Alarms	Fee
1 through 6	\$0.00
7 and over	\$100.00

(2) Non-permitted premises (each false alarm)

Number of False Alarms	Fee
1	\$0.00
2 through 4	\$50.00
5	\$100.00
6	\$200.00
7 and over	\$400.00

Identification Photograph Fees.

A. Resident (21 and older)	\$20.00 each
B. Resident (20 and younger)	\$10.00 each
C. Resident Medicare eligible	\$10.00 each
D. Resident senior citizen (62 and older)	\$10.00 each
E. Other government agency	\$10.00 each
F. Hawker, peddler or solicitor	\$20.00 each
G. Town officer or town employee	Free
H. Nonresident (21 and older)	\$40.00 each
I. Nonresident (20 and younger)	\$20.00 each
J. Nonresident Medicare eligible	\$20.00 each
K. Nonresident senior citizen (62 and older)	\$20.00 each

JUSTICE COURT**Chapter 266-74, Driver Responsibility Fee.**

A. Any adjudicated case, with a final disposition of guilt: \$39.00

TOWN CLERK**Chapter 107, Dogs.**

The following dog licensing fees shall be charged:

A. License fee	
(1) Altered	\$15.00
(2) Unaltered	\$20.00
B. Dogs licensed by senior citizens (62 and older)	
(1) Altered	\$5.00
(2) Unaltered	\$11.00
C. Late renewal penalty	\$10.00
D. Replacement tag fee	\$3.00
E. Dog Park License	\$0.00 resident
	\$25.00 non-resident
F. Dog Impoundment Redemption	\$10.00 first offense
	\$20.00 second offense
	\$30.00 third offense and subsequent offenses
G. Boarding Fee	\$5.00 per day
H. Vicious Dog	\$40.00

Chapter 74, Amusements.

A. Amusement games and game room	\$100.00 per year
	\$50.00 after July 1 each year

Chapter 78, Auctions and Auctioneers.

A. Auction license fee	\$50.00 per day
B. Yearly auctioneer license	\$150.00 per year

Chapter 83, Bingo, & Chapter 142, Games of Chance

A. Lessor License	\$5,000.00 per year
B. Bingo License	\$18.75 per occasion day
C. Games of Chance License	\$25.00 per licensed period
D. Bell Jar License	\$25.00 per year
E. Raffle License	\$25.00 per year <i>*(if proceeds are greater than \$30,000.00. If applicable: Remit an additional license fee to the municipality of 2 percent of the net profits over \$30,000.</i>

Chapter 98, Carnivals and Tent Shows.

A. License fee	\$500.00 per event
----------------	--------------------

Chapter 137, Food-Handling Establishments

A. Certificate of Registration Application Fee	\$250.00 per year
--	-------------------

Chapter 145, Garage Sales.

A. License fee	\$5.00 per day
----------------	----------------

Chapter 150, Hawking, Peddling and Soliciting.

A. Parade/Vendor license	\$25.00 per food vendor \$25.00 per moving vendor
B. Solicitors permit	\$150.00 first month
C. Renewal of permit	\$125.00 after first month

Chapter 173, Junkyards.

A. License	\$500.00 per year
------------	-------------------

Chapter 225, Public Access to Records.

A. CD, DVD or DVR	\$15.00 each
B. Certified copies	\$10.00 per document
C. Genealogy Records	\$22.00 1-to-3-year search <i>*when more than a three-year search is required the fee increases. (The Town Clerk office follows NYSDOH guidelines).</i>
D. Photocopies	\$0.25 per page
E. Zoning Map/Book	\$15.00
F. Subdivision Book	\$10.00

Chapter 229, Secondhand Dealers.

A. License	\$250.00 per year
------------	-------------------

Chapter 244, Solid Waste.

A. Annual permit fee for waste collector trucks	\$75.00 per truck
B. Annual compost permit fees	

Chapter 257, Taxis.

- A. License fee \$125.00 per company, per yr.
 B. Taxi driver license fee \$25.00 per driver, per yr.

NYS Penal Law Section §405.00, Fireworks.

- A. Permits for public displays of fireworks \$100.00 per event

Insufficient Funds, Returned Check \$20.00

PARKS AND PLAYGROUNDS**Chapter 194-4 Permits for group activities, field use and tournaments.****A. Application and Use Fees**

Park or Facility	Residents	Non-Residents
Roslyn Warlik Park	\$25.00	\$50.00
Eunice O. Esposito Park	\$75.00	\$150.00
Fiero Park	\$25.00	\$50.00
Juracka Park	\$25.00	\$50.00
Kiwanis Park	\$50.00	\$100.00
Leonard C. White Park	\$25.00	\$50.00
Memorial Park	\$25.00	\$50.00
Pansy Park	\$25.00	\$50.00
Woestina Park	\$25.00	\$50.00
Sheeren Court	N/A	N/A

Special Categories

Category	Fee
Non-Profits / School Sports	\$25.00
Security Deposit (Returnable)	\$100.00

B. Applicable Fees for Parks and Recreational Equipment

- (1) Stage Rental \$100.00 per day (Within town limits)
 (2) Stage Rental \$150.00 per day (Outside town limits)

DEPARTMENT OF PUBLIC WORKS

Chapter 89, Housing and Building Standards.

- A. Residential new homes and additions
- (1) The first 0 - 1,000 square feet \$500.00
 - (2) Each additional square foot over 1,000 square feet \$0.40 per square foot
- B. Nonresidential buildings and additions
- (1) The first 0 - 1,000 square feet \$600.00
 - (2) Each additional square foot over 1,000 square feet \$0.60 per square foot
- C. Agricultural buildings and structures
- (1) The first 0 - 1,000 square feet \$200.00
 - (2) Each additional square foot over 1,000 square feet \$0.20 per square foot
- D. Multiple dwellings (enclosed floor area)
- (1) The first 0 - 1,000 square feet \$500.00
 - (2) Each additional square foot over 1,000 square feet \$0.75 per square foot
- E. Detached accessory buildings and structures
- (1) The first 100 square feet \$75.00
 - (2) Each additional square foot over 100 square feet \$0.60
 - (3) Construction of residential handicapped ramps, and doorways shall be exempt from the provisions of this section.
- F. Alterations and repairs

Construction Cost	Fee
\$0 to \$1,000.00	\$50.00
Over \$1,000.00	\$50.00 plus \$25.00 per each additional \$1,000.00 or \$2.50 per \$100 of construction cost

G. Renewable energy (all solar permits become alteration cost of construction)

H. Building demolition

Floor Area (square feet)	Fee
0 to 199	\$100.00
200 to 499	\$200.00
500 to 1,000	\$400.00
1,001 to 3,000	\$500.00
3,001 to 5,000	\$750.00
Over 5,000	\$750.00 + \$35.00 per additional 1,000 square feet

I. A. Pools

- (1) Inground with fence \$150.00
- (2) Aboveground \$125.00

J. Permit renewal fee

Before the permit expires,
\$50/20% whichever is higher.

	Expired permit 50% of original permit
(1) Stop Work Order (no current/valid permits on parcel)	2x the cost of the permit +\$500.00 per placard installation
K. Plumbing	
(1) Commercial buildings	
(a) One to three fixtures per unit	\$100.00
(b) Each additional fixture per unit	\$10.00
(2) Multiple family dwellings	
(a) One to three fixtures per unit	\$75.00
(b) Each additional fixture per unit	\$10.00
(3) Residential one- and two-family dwellings	
(a) One to three fixtures	\$75.00
(b) Each additional fixture	\$10.00
L. Fire inspection	
(1) Annual- per public assembly Restaurants/ Stores / places of assembly	\$150.00
(2) Three year-per tenant space For any apartment building 3 units or more/ per unit	\$75.00 per unit
Reinspection Fee	\$25.00
M. Zoning letter	
(1) Residential	\$50.00
(2) Commercial	\$100.00
Chapter 230, Sewers.	
A. Septage hauler permits	\$50.00 per 1,000 gallons allowed in annual permit
B. Septage discharge	\$40.00 per 1,000 gallons of truck capacity or \$40.00 per 1,000 gallons Metered
C. Septic system permits	\$150.00
D. Sewer lateral inspection (building to sewer)	\$75.00
E. Sewer connections:	
(1) Fees	
(a) New connection or change of use inside the district or extensions	\$750.00 per dwelling unit.

	\$1,250.00 per commercial use.
(b) New connection or change of use outside the district or extensions	\$1,000.00 for three (3) bedrooms or less and \$250.00 per bedroom over three (3) bedrooms. or \$1,000 for commercial use up to 5,000 sq ft., \$250.00 for each additional 1,000 sq ft.
(c) Apartments or condominiums	\$750.00 per dwelling unit
(d) Percolation and/or pit test(s)	\$35 per lot

F. Hamburg Street Sewer District 7 and all sewer district extensions

(1) New Connection June 1, 2025 and after

(a) One, Two Family and Townhouses

Per dwelling unit	\$750.00
-------------------	----------

(b) Multiple Dwellings

Apartment	\$750.00
-----------	----------

Each additional dwelling unit	\$750.00
-------------------------------	----------

Hotel	\$750.00
-------	----------

Owner occupied	\$750.00
----------------	----------

(c) Commercial

Per tenant space	\$1,000.00
------------------	------------

(d) Mixed Use Building

Per tenant space	\$1,250.00
------------------	------------

Per dwelling unit	\$ 750.00
-------------------	-----------

G. All Sewer Districts – User Rates (O+M Cost)

Sewer 2 and all extensions	\$427.95
Sewer 3	\$273.22
Sewer 4	\$555.56
Sewer 5	\$6,398.00
Sewer 6	\$1,179.78
Sewer 7	\$390.90

Chapter 249, Subdivision of Land.**A. Subdivision**

- (1) Sketch plan \$150.00
- (2) Final minor subdivision \$160.00 per lot
- (3) Final major subdivision \$200.00 per lot
- (4) Parkland fee for subdivisions which create additional lots
 - (a) \$1,000.00 per additional lot created
 - (b) In any zone except I-1 or I-2, \$600 per proposed apartment, condominium or townhouse dwelling unit
- (5) Advertising fee Actual cost of legal notice
- (6) Waiver of subdivision review \$100.00

Chapter 264, Vehicles and Junk , Outside Storage of.

- A. Administrative fee for noncompliance \$100.00

Chapter 265, Property Maintenance.

- A. Administrative fee for noncompliance \$100.00

B. Vacant Building Registry

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

Chapter 267, Water.

- A. Private well permit and inspection \$25.00 every three yrs.
- B. Water service permit \$75.00

Water Department installed

- (1) One inch tap, same side of street \$1,100.00, plus \$4.00/ft
- (2) One inch tap, opposite side of street \$1,500.00, plus \$4.00/ft
- (3) Contractor certified installation (greater than 1") \$1,650.00

C. Water District 3 and 4 user rates

- (1) Residential users rent/dwelling unit 1 unit/dwelling unit
 (2) Nonmetered commercial users rent/tenant space 1 unit/tenant space

Consumption (gallons)	Rate/Unit
First 75,000	\$537.12
Each additional 75,000 gal. or portion thereof	

Rates are determined by the adopted Town Board budget for the year.

D. Water District 5 user rates

- (1) Residential users rent/dwelling unit 1 unit/dwelling unit
 (2) Nonmetered commercial users rent/tenant space 1 unit/dwelling unit

Consumption (gallons)	Rate/Unit
First 75,000	\$115.75
Each additional 75,000 gal. or portion thereof	

Rates are determined by the adopted Town Board budget for the year.

- E. Advertising and printing notices for sewer district extension Actual Cost
 F. Advertising and printing notices for water district extension Actual Cost
 G. Underground sprinkler system permits \$75.00
 H. Fire suppression system \$50.00
 I. Water from a Hydrant
 (1) Deposit for meter \$4,000.00
 (2) Minimum Charge \$250.00
 (3) After 15,000 gallons \$0.25/2 gallons

Chapter 270, Zoning.

- A. Site Plan
 (1) Application \$350.00
 (2) Final site plan approval \$350.00
 B. Fee in lieu of parkland for
 (1) Residential developments not part of a subdivision \$1,000.00 per dwelling unit
 C. Special use permit.
 (1) Application fee \$500.00
 (2) Advertising fee Actual cost of the legal notice
 D. Variance
 (1) Application fee
 (a) Undeveloped property \$500.00
 (b) Developed property \$250.00
 E. Change of zone
 (1) Application fee \$1,000.00
 F. Waiver of site plan review \$100.00
 G. Traffic and sign installation fee \$250.00 per sign for approved subdivision or site plans
 H. Fences \$75.00

(1)Chicken Permits	\$100.00 for first permit \$50.00 every year after
I. Signage	
(1) Pylon sign (reface)	\$75.00
(2) Pylon sign (new)	\$125.00
(3) All other signage	\$2.50 per square foot.
J. Site development plan	
(1) First acre of land	\$125.00
(2) Each additional acre of land	\$75.00
K. Home occupation permit	\$150.00
(1) Annual renewal	\$25.00
L. Accessory home care units	
(1) Initial permit	\$50.00
(2) Annual renewal	\$25.00
M. Zoning map (For Purchase in Town Clerk Office)	\$20.00
N. Stormwater inspection fee	\$100.00
O. Extension of a Final Subdivision	
(1) 1 st Extension	Free
(2) 2 nd Extension	\$150.00
(3) 3 rd Extension	\$300.00
(4) 4 th Extension	\$600.00
(5) all consecutive extensions	double in cost

HIGHWAY DEPARTMENT

Chapter 270, Zoning.

Highway Permit fees for all contractors shall be as follows:

Work to be performed	Fee
Full road cut	\$750.00 on up to 100 square feet
Cut on pavement not to exceed ½ road cut	\$375.00 on up to 50 square feet
Shoulder cut	\$200.00
Cuts over 100 square feet	\$7.50 per square foot

All public utilities that provide their own restoration shall pay a permit fee of 20¢ per linear foot of trench. The minimum fee for all public utilities shall be \$100.00.

Public utilities shall share a common trench. The public utility applying for the permit shall be responsible for the payment of all fees, the supplying of paints, and the restoration of the project.

The Superintendent of Highways has the option to have the contractor complete all of the paving on large projects that may require an asphalt paver. If the contractor completes the paving, then a permit fee of \$100.00 will be charged.

RESOLUTION NO. 239.26

TO APPOINT WAYNE FITZGERALD TO THE BOARD OF ASSESSMENT REVIEW

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 appoints Wayne Fitzgerald as a member of the Board of Assessment Review, for a five (5) year term commencing October 1, 2026, through September 30, 2031.

SECTION 2. This resolution shall become effective September 9, 2026.

DATED: September 9, 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: September 8, 2026

TO: Town Board

FROM: John Mertz, Town Attorney

TITLE OF LEGISLATIVE REQUEST: Appointment of Board of Assessment Review Member

TO BE PLACED ON TOWN BOARD AGENDA OF: September 9, 2026

TO BE PLACED ON TOWN BOARD MEETING OF: September 9, 2026

Background Information: Appoint Wayne Fitzgerald to the Board of Assessment Review .

Evaluation/Analysis: Mr. Fitzgerald's term will begin on October 1, 2026

Recommendation(s): To Appoint Mr. Wayne Fitzgerald to the Board of Assessment Review for a 5-year term to expire on September 30, 2031.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town Attorney

RESOLUTION NO. 240.26

AUTHORIZE THE SUPERVISOR TO SIGN THE 3 AGREEMENTS FOR GAS & ELECTRIC SERVICE TO THE WWTP AS PART OF THE UPGRADES.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. National Grid is upgrading the gas service for the plant along with the gas service for the backup generator & electric services at the WWTP as part of the upgrades.

SECTION 2. The Supervisor is authorized to execute e agreements with National Grid.

DATED: September 9, 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: September 8, 2026

TO: John Polimeni, Town Supervisor

FROM: Fred Mastroianni, Town Consultant Engineer

TITLE OF REQUEST: Authorize Supervisor to enter into an Electric Service, Gas Service for Plant & Gas Service for Backup Generator Agreement – WWTP-Instrument Preventive Maintenance and Calibration

TOWN BOARD MEETING: September 9, 2026

Background Information: National Grid is the Sole provider of Gas and Electric service for the Town of Rotterdam.

Evaluation/Analysis: The Electric and Gas service is essential to the upgrades at the WWTP.

Recommendation(s): Authorize Supervisor to sign the 3 National Grid Agreements.

Attachment/Document(s): National Grid Proposals dated July 31, 2026 and August 29, 2026.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

July 31, 2026

Town of Rotterdam
1101 Sunrise Blvd
Schenectady, NY 12306

**Re: Electric Service Proposal 31040537
26 West-Campbell Rd, Schenectady, NY 12306**

Enclosed please find an Electric Service Proposal for upgrading service and increasing load > 150KW at 26 West-Campbell Rd, Schenectady, NY 12306.

This project falls under Rule 4.2.1 of the Company's tariff, PSC No. 220 – Electricity ("Tariff"). Rule 4.2.1 requires the customer to pay all costs associated with this project.

If this Proposal is acceptable, please select your desired option, sign and return this agreement. Upon receipt of this agreement, you will either be billed under separate cover in the amount of \$97,982.10 or a subsequent contract demand agreement (Form C) will be executed.

Pay the estimated construction advance of \$97,982.10 (subject to final reconciliation) and not provide the Company with any revenue assurance.

The breakdown of these estimated charges are as follows:

Labor, Expenses, & Fringes	\$14,229.02
Materials & Handling	\$46,305.44
Transportation	\$3,783.27
Overheads	\$33,664.37
Sub-Total	\$97,982.10
Total Estimate Charges	\$97,982.10

Pursuant to the Tariff, you are responsible for the Company's actual costs to complete the project. Upon project completion, costs will be reconciled to actual costs. The Company will subsequently bill you if costs exceed the invoiced amount or refund the difference if costs are below the invoiced amount. You are responsible for all invoiced amounts.

This work will be scheduled upon acceptance of this proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal. This estimate is valid for 90 days from the date of this letter.

Should you have any questions, please contact me at (518) 949-1082.

Sincerely,

Semel Kakumba
Consumer Representative
Regional Account Services
National Grid

ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: _____

Title: _____

Signature: _____

Date: _____

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

ELECTRIC SERVICE PROPOSAL 31040537

Town of Rotterdam
26 West-Campbell Rd, Schenectady, NY 12306

Service Work Request:	31040537
Electrical Contractor:	Twin Electrical Solutions, LLC
Customer's Contribution:	\$97,982.10
Billing Party:	Town of Rotterdam
Customer's Responsibilities:	➤ Return signed Proposal cover letter, if accepted ➤ Return FORM C, if executed ➤ Provide all necessary right-of-way easements ➤ Notify National Grid if any changes in the Billing Party occur ➤ Payment in full, upon receipt of invoice ➤ Provide copy of Tax-Exempt Certificate (if applicable) ➤ Adherence to applicable Electric Service bulletin(s) <u>Electric Specifications (site.com)</u>
National Grid Responsibilities:	Upgrading service and increasing load > 150KW.
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule. Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.
Customer Communications Update:	If a progress report is needed during construction, including the expected date for the Owners project completion, the expected completion date for the utility's work, and confirmation of the expected date for the service connection of permanent power, please contact the Company Job Owner at the number listed below.
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation are proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	<i>Semel Kakumba</i> Regional Account Services (518) 949-1082

August 29, 2025

Town of Rotterdam
Attention: Jack Dodson.
1100 Sunrise Blvd.
Rotterdam, NY 12306 - 2936

Re: Gas Service Proposal WR# 31040487 – 26 W. Campbell Rd, Rotterdam, NY 12306

Attention:

Enclosed please find a Gas Service Proposal to upgrade gas facilities for the installation of a back-up generator including remove existing meter equipment, build new meter assembly with regulator and 5M meter at the above location.

Pursuant to PSC No. 219 Tariff Rule 18.1.2, a gas upgrade for a back-up generator, there is an estimated cost to you in the amount of \$ 22,993.03 plus \$0 in applicable sales tax.

If this Proposal is acceptable, please sign and return this letter. Upon receipt of your acceptance, you will be billed under separate cover in the amount of **\$22,993.03**. This estimate is valid for 90 days from the date of this letter.

The breakdown of these estimated charges are as follows:

Labor, Expenses, & Fringes	\$9,511.43
Materials & Handling (excludes meter)	\$4,750.95
Transportation	\$1,394.05
Overheads	\$7,336.60
Sub-Total	\$22,993.03
Taxes (Exempt)	\$0
Total Estimate Charges	\$22,993.03

This work will be scheduled upon receipt of this signed proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal.

Pursuant to PSC No. 219, you are responsible for the actual costs of this project. Upon project completion, costs will be reconciled to actual costs. The Company will subsequently bill you if our costs run over the invoiced amount or refund the difference if costs run below the invoiced amount. You are responsible for all invoiced amounts.

Should you have any questions, please contact me at (518)-949-1054.

Sincerely,
Ann M Catalfamo
Ann Marie Catalfamo
Consumer Representative
Gas Connections
National Grid
1125 Broadway
Albany, NY 12204

I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: _____

Title:
(if applicable) _____

Signature: _____

Date: _____

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

GAS SERVICE PROPOSAL WR# 31040487 Town of Rotterdam 1100 Sunrise Blvd Rotterdam, NY 12306 - 2936	
Service Work Request:	31069299
Gas Contractor:	Barton & Loguidice
Customer's Contribution:	\$ 22,993.03
Billing Party:	Hoosick Valley Contractors Inc. 52 Melrose Valley Falls Road Melrose, NY 12121
Customer's Responsibilities:	➤ Return signed Proposal cover letter, if accepted ➤ Provide all necessary right-of-way easements. ➤ Notify National Grid if any changes in the Billing Party occur. ➤ Payment in full, upon receipt of invoice ➤ Provide copy of Tax-Exempt Certificate (if applicable)
National Grid Responsibilities:	Upgrade the existing gas facilities for increased gas load from install of a back-up generator, including removing meter, build a new meter assembly with regulator and 5M meter at 26 W. Campbell Rd, Rotterdam.
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule. Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.
Customer Communications Update:	If a progress report is needed during construction, including the expected date for the Owners project completion, the expected completion date for the utility's work, and confirmation of the expected date for the service connection of permanent power, please contact the Company Job Owner at the number listed below.
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation are proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	<i>Ann Marie Catalfamo</i> <i>Gas Connections (518) 949-1054</i>

August 29, 2025

Town of Rotterdam
Attention: Jack Dodson.
1100 Sunrise Blvd.
Rotterdam, NY 12306 - 2936

Re: Gas Service Proposal WR# 31069229 – 26 W. Campbell Rd, Rotterdam, NY 12306

Attention:

Enclosed please find a Gas Service Proposal to upgrade existing facilities for the installation of a back-up generator including retire 1" service and install 158' of new 2" plastic service at the above location.

Pursuant to PSC No. 219 Tariff Rule 18.1.2, a gas upgrade for a back-up generator, there is an estimated cost to you in the amount of \$26,145.37 plus \$0 in applicable sales tax.

If this Proposal is acceptable, please sign and return this letter. Upon receipt of your acceptance, you will be billed under separate cover in the amount of **\$26,145.37**. This estimate is valid for 90 days from the date of this letter.

The breakdown of these estimated charges are as follows:

Labor, Expenses, & Fringes	\$13,460.62
Materials & Handling	\$855.78
Transportation (incl. Vac Truck Rental)	\$3,565.86
Overheads	\$8,263.11
Sub-Total	\$26,145.37
Taxes (Exempt)	\$0
Total Estimate Charges	\$26,145.37

This work will be scheduled upon receipt of this signed proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal.

Pursuant to PSC No. 219, you are responsible for the actual costs of this project. Upon project completion, costs will be reconciled to actual costs. The Company will subsequently bill you if our costs run over the invoiced amount or refund the difference if costs run below the invoiced amount. You are responsible for all invoiced amounts.

Should you have any questions, please contact me at (518)-949-1054.

Sincerely,
Ann M Catalfamo
Ann Marie Catalfamo
Consumer Representative
Gas Connections
National Grid
1125 Broadway
Albany, NY 12204

I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: _____

Title:
(if applicable) _____

Signature: _____

Date: _____

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

GAS SERVICE PROPOSAL WR# 31069299 Town of Rotterdam 1100 Sunrise Blvd Rotterdam, NY 12306 - 2936	
Service Work Request:	31069299
Gas Contractor:	Barton & Loguidice
Customer's Contribution:	\$ 26,145.37
Billing Party:	Hoosick Valley Contractors Inc. 52 Melrose Valley Falls Road Melrose, NY 12121
Customer's Responsibilities:	➤ Return signed Proposal cover letter, if accepted ➤ Provide all necessary right-of-way easements. ➤ Notify National Grid if any changes in the Billing Party occur. ➤ Payment in full, upon receipt of invoice ➤ Provide copy of Tax-Exempt Certificate (if applicable)
National Grid Responsibilities:	Replace and upgrade the existing gas service for increased gas load from a back-up generator including retire the 1" service and install 158' of new 2" plastic service at 26 W. Campbell Rd, Rotterdam.
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule. Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.
Customer Communications Update:	If a progress report is needed during construction, including the expected date for the Owners project completion, the expected completion date for the utility's work, and confirmation of the expected date for the service connection of permanent power, please contact the Company Job Owner at the number listed below.
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation are proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	<i>Ann Marie Catalfamo</i> <i>Gas Connections (518) 949-1054</i>