

MEETING OF THE ROTTERDAM TOWN BOARD

July 08, 2026

7:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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

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

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

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

**180.26 ACCEPTING TOWN BOARD MEETING MINUTES OF THE JUNE 10, 2026
TOWN BOARD MEETING**

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

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

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

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

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

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

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

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

189.26 TO APPROVE PURCHASE AND INSTALLATION OF POLICE CAMERAS

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

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

192.26 TO APPROVE BUDGET TRANSFERS TO THE 2026 BUDGET

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

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

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

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

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

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

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

MISCELLANEOUS

SUPERVISOR'S REMARKS: Supervisor John Polimeni

EXECUTIVE SESSION

ADJOURNMENT John Polimeni, Supervisor

PUBLIC HEARING

#1

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

07/08/26

Proposed Local Law No. ____ of 2026

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

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

Section 1. Legislative intent.

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

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

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

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

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

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

§2. Chapter amendment.

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

Article II

Vacant Building Registry

§ 265-5. Purpose.

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

§ 265-6. Definitions.

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

ABANDONED BUILDING

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

BUILDING

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

FORECLOSED PROPERTY

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

FORECLOSING PROPERTY

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

MORTGAGEE

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

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

OWNER

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

RESPONSIBLE LOCAL AGENT

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

VACANT BUILDING

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

§ 265-7. Registration requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 265-8. Vacant buildings and plans.

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

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

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

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

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

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

§ 265-9. Abandoned or unoccupied buildings.

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

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

(2) Termination of lawful residential or business activity.

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

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

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

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

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

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

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

(10) The duration of the vacancy.

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

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

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

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

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

§ 265-10. Foreclosing property.

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

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

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

§ 265-11. Annual registration fees.

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

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

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

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

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

§ 265-12. Maintaining and securing properties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 265-13. Annual fire inspections.

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

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

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

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

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

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

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

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

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

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

§265-14. Exemptions and temporary waivers.

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

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

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

§ 265-15. Violations and penalties.

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

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

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

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

§ 265-16. Relation to other code provisions.

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

§ 265-17. Severability.

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

§3. Renumbering.

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

§4. Supersession.

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

§5. Effective date.

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

RESOLUTION NO. 180.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
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: June 22, 2026

TO: Town Board

FROM: Megan Griffin, Town Clerk

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

TOWN BOARD MEETING DATE: July 8, 2026

Background Information: To adopt meeting minutes of the June 10, 2026, Town Board Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To adopt meeting minutes of June 10, 2026.

Attachment/Document(s): Certified Resolutions #165.26 through #179.26 from the June 10, 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

June 11, 2026

Certified Resolution Nos. **165.26 through 179.26** 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, June 10, 2026**.

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

Resolution Nos. **166.26, 167.26, 170.26, 171.26, 173.26, 174.26, 175.26, and 176.26** were adopted on consent without objection upon motion by **Councilmember Matelitz**, seconded by **Councilmember DeSantis**.

Resolution Nos. **165.26, 168.26, 169.26, 172.26, 177.26, 178.26, and 179.26** were each adopted by roll call vote.

Motion No. 8, made by **Councilmember Schlag** and seconded by **Councilmember DeSantis**, carried to amend Section 2 of Resolution No. 170.26.

Motion No. 9, made by **Councilmember Matelitz** and seconded by **Councilmember Gallucci**, failed to table Resolution No. 177.26.

Motion No. 10, made by **Councilmember Schlag** and seconded by **Councilmember Polimeni**, carried to enter Executive Session. Prior to entering Executive Session, **Councilmembers Gallucci and Matelitz** each made statements which were entered into the record.

Executive Session commenced at approximately 8:19 p.m. and concluded at approximately 8:53 p.m.

The Town Board Meeting adjourned at approximately 8:54 p.m. upon motion by **Councilmember DeSantis**, seconded by **Councilmember Schlag**. All Councilmembers present voted in favor of adjournment.

Megan Griffin

Megan Griffin, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

June 10, 2026

7:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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 three (3) minutes to address the Town Board.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

8.26 Amend Section 2 of Resolution No. 170.26.

9.26 To table Resolution 177.26. **FAILED**

10.26 Enter into Executive Session.

RESOLUTIONS

165.26 Accepting Town Board Meeting Minutes.

166.26 Appoint Seasonal Laborers: Highway Department.

167.26 Authorize final payment and release of retainage to Jiwan Construction Inc.

168.26 To adopt a SEQR Negative Declaration to Amend Chapter 270-214.1, Zoning, of the Town Code (Battery Energy Storage Systems)-Ge Vernova Campus Exception.

169.26 To adopt Local Law 4 of 2026; To amend Local Law No. 10 of 2025, as codified in Chapter 270-214.1 of the code of the Town of Rotterdam, in relation to the siting and review of Battery Energy Storage Systems at the GE Vernova Campus.

170.26 To Recognize the introduction of Introductory Local Law No. __ of 2026; To Amend Section 265, relating to Property Maintenance of the Town Code of the Town of Rotterdam and scheduling a public hearing thereon.

171.26 To accept revenue for the Town Clerk's Office for May 2026.

172.26 To adopt meeting minutes of the May 13, 2026, Town Board Meeting.

173.26 To authorize the Supervisor to approve and execute the contract with B&L for supplemental services for the Kiwanis Improvement Project.

174.26 To authorize the Supervisor to approve and execute the contract with KB Engineering for the Roof Replacement Project at the WWTP.

175.26 Authorize the Supervisor to sign contract agreement with KB Engineering, P.C. for updates to the 2015 sewer collection system.

176.26 To adopt Local Law 3 of 2026; To amend Section 230, relating to Sewers of the town code of the Town of Rotterdam.

177.26 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 new title of Legal Clerk Position.

178.26 Amend Resolution 24.26 Section 2 of order for regularly scheduled Town Board Meeting.

179.26 Authorize the Supervisor to negotiate and execute an agreement with a consultant to run the 2026 water & sewer tax roll.

MISCELLANEOUS

SUPERVISOR'S REMARKS: Supervisor John Polimeni

EXECUTIVE SESSION

ADJOURNMENT John Polimeni, Supervisor

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, June 10, 2026, at 7:00 p.m., the following motion was duly passed:

MOTION 8.26

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Councilmember Schlag made a motion, seconded by Councilmember DeSantis to amend Section 2 of Resolution No. 170.26.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was passed to amend Section 2 of Resolution No. 170.26 by the Town Board of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following motion **FAILED**:

MOTION 9.26 FAILED

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Councilmember Matelitz made a motion, seconded by Councilmember Gallucci to table Resolution No. 177.26.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion failed to table Resolution No. 177.26 by the Town Board of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following motion was duly passed:

MOTION 10.26

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Councilmember Schlag made a motion, seconded by Councilmember Polimeni to go into an Executive Session.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was passed to go into an Executive Session by the Town Board of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 165.26

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, 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 May 27, 2026, Town Board Meeting, as attached.

SECTION 2. This resolution shall become effective June 10, 2026.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 166.26

APPOINT SEASONAL LABORERS: HIGHWAY DEPARTMENT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Highway Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits through September 1, 2026.

Highway Department

Kelsey Stickney	6/22/2026 - 8/14/2026	Laborer	\$19.00
Nicholas Tedisco	6/22/2026 - 8/14/2026	Laborer	\$19.00
Michael Viall	6/29/2026 - 8/21/2026	Laborer	\$19.00

SECTION 2. These appointments are contingent upon completion of a DCJS background check and compliance with New York State Correction Law Article 23-A.

SECTION 3. The Town Board of the Town of Rotterdam hereby agrees to reimburse the costs incurred from the DCJS background check for the individuals referenced above upon approval of the Highway Superintendent at the completion of employment.

SECTION 4. This resolution shall become effective June 10, 2026.

DATED: June 10, 2026

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

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

of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 167.26

AUTHORIZE FINAL PAYMENT AND RELEASE OF RETAINAGE TO JIWAN CONSTRUCTION INC.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to authorize Final Payment and Release of Retainage to Jiwan Construction, Inc., 95-13 Lefferts Blvd, S. Richmond Hill, NY 11419 in the amount of Nine Hundred Ninety-Six and 00/00. (\$996.00).

SECTION 2. This resolution shall become effective June 10, 2026.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 168.26

**TO ADOPT A SEQR NEGATIVE DECLARATION TO AMEND CHAPTER 270-214.1,
ZONING, OF THE TOWN CODE (BATTERY ENERGY STORAGE SYSTEMS)-GE
VERNOVA CAMPUS EXCEPTION**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the Negative Declaration dated June 10, 2026, as prepared by the Senior Planner to amend Chapter 270-214.1, Zoning, of the Town Code, Battery Energy Storage Systems-GE Vernova Campus Exception.

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

SECTION 3. This resolution shall become effective June 10, 2026.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 169.26

TO ADOPT LOCAL LAW 4 OF 2026; TO AMEND LOCAL LAW NO. 10 OF 2025, AS CODIFIED IN CHAPTER 270-214.1 OF THE CODE OF THE TOWN OF ROTTERDAM, IN RELATION TO THE SITING AND REVIEW OF BATTERY ENERGY STORAGE SYSTEMS AT THE GE VERNOVA CAMPUS

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 #4 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 June 10, 2026.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 170.26

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2026 TO AMEND SECTION 265, RELATING TO PROPERTY MAINTENANCE OF THE TOWN CODE OF THE TOWN OF ROTTERDAM AND SCHEDULING A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. __ of 2026 to amend Section 265, Property Maintenance, of the Town Code of the Town of Rotterdam.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Town Hall, 1100 Sunrise Blvd, Rotterdam, New York 12306 at 7:00 p.m. on the 8th day of July for the following purpose:

To recognize the introduction of Introductory Local Law No. __ of 2026 to amend Section 265, relating to Property Maintenance of the Town Code of the Town of Rotterdam.

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

DATED: June 10, 2026

Daily Gazette: Please publish once on June 12, 2026

Town Clerk

Post

SECTION 3. This resolution shall become effective June 10, 2026

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 171.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for May 2026 was placed on file, and the Town Clerk's check in the amount of five thousand eight hundred one dollars and 31/100 (\$5,801.31) was submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective June 10, 2026.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 172.26

TO ADOPT MEETING MINUTES OF THE MAY 13, 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 May 13, 2026, Town Board Meeting, as attached.

SECTION 2. This resolution shall become effective June 10, 2026.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 173.26

**TO AUTHORIZE THE SUPERVISOR TO APPROVE AND EXECUTE THE
CONTRACT WITH B&L FOR SUPPLEMENTAL SERVICES FOR THE KIWANIS
IMPROVEMENT PROJECT**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to approve and execute the contract with B&L, for their supplemental services in connection with the Kiwanis Improvement Project.

SECTION 2. The total estimated cost for these services is not to exceed twenty-seven and 00/100 (\$27,000.00).

SECTION 3. This resolution shall become effective June 10, 2026.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 174.26

**TO AUTHORIZE THE SUPERVISOR TO APPROVE AND EXECUTE THE
CONTRACT WITH KB ENGINEERING FOR THE ROOF REPLACEMENT PROJECT
AT THE WWTP**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to approve and execute the contract with KB Engineering, P.C., for their engineering services to connection with replacing the existing flat membrane roof with a pitched roof at the Wastewater Treatment Plant (WWTP).

SECTION 2. The total estimated cost for these services is not to exceed thirty-three thousand three hundred and twenty and 00/100 (\$33,320.00).

SECTION 3. This resolution shall become effective June 10, 2026.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 175.26

AUTHORIZE THE SUPERVISOR TO SIGN CONTRACT AGREEMENT WITH KB ENGINEERING, P.C. FOR UPDATES TO THE 2015 SEWER COLLECTION SYSTEM

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with KB Engineering, P.C. to provide updates to the Town of Rotterdam 2015 Sewer Collection System document in an amount not to exceed three thousand six hundred and 00/100 (\$3,600.00).

SECTION 2. This resolution shall become effective June 10, 2026.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 176.26

TO ADOPT LOCAL LAW NO. 3 OF 2026, AMENDING SECTION 230, RELATING TO SEWERS OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby adopts Local Law #3 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 June 10, 2026.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 177.26

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 NEW TITLE OF LEGAL CLERK POSITION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association, recognizing the new title of Legal Clerk position, within the Town of Rotterdam.

SECTION 2. This resolution shall become effective June 10, 2026.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 178.26

AMEND RESOLUTION 24.26 SECTION 2 OF ORDER FOR REGULARLY SCHEDULED TOWN BOARD MEETING

WHEREAS, the Town Board of the Town of Rotterdam is desirous of having public and open meetings; and

WHEREAS, the Town Board of the Town of Rotterdam also believes that Town Board meetings should be conducted with decorum and in an efficient manner as possible so as to afford any and all residents so desiring the ability to be heard; NOW

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 amends section 2 of the Rules of Order and Procedures of the Town Board of the Town of Rotterdam, changing the time limit for privilege of the floor from three (3) minutes to four (4) minutes.

SECTION 2. This resolution shall become effective June 10, 2026.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 10, 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 June 11, 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, June 10, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 179.26

AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH A CONSULTANT TO RUN THE 2026 WATER & SEWER TAX ROLL

THEREFORE, UPON MOTION OF Councilmember **MATELITZ**, 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 a consultant to provide assistance to the Town by generating the 2026 Water and Sewer, in the amount not to exceed six thousand five hundred and 00/100 (\$6,500.00) dollars.

SECTION 2. This resolution shall become effective June 10, 2026.

DATED: June 10, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 10, 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 June 11, 2026.

Megan Griffin
Megan Griffin, Town Clerk



RESOLUTION NO. 181.26

TO ACCEPT REVENUE FOR THE TOWN CLERK'S OFFICE FOR JUNE 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 June 2026 was placed on file, and the Town Clerk's check in the amount of five thousand five hundred sixty-eight dollars and 27/100 (\$5,568.27) was submitted to the Supervisor for deposit.

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 2, 2026

TO: John Polimeni, Town Supervisor

FROM: Megan Griffin, Town Clerk

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

TOWN BOARD MEETING DATE: July 8, 2026

Background Information: Attached

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

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

Attachment/Document(s): Revenue tracking documents for June 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	2	15.00
			Sub-Total:	\$15.00
Bingo 3%	Bingo 3%	A2530	2	27.69
			Sub-Total:	\$27.69
Conservation	Conservation	A1255	14	29.58
			Sub-Total:	\$29.58
Dog Licensing	Female, Spayed	A2544	144	2,016.00
Dog Licensing	Female, Unspayed	A2544	5	85.00
Dog Licensing	Male, Neutered	A2544	123	1,722.00
Dog Licensing	Male, Unneutered	A2544	20	340.00
Dog Licensing	Replacement Tags	A2544	3	9.00
			Sub-Total:	\$4,172.00
Fireworks	Fire Works	A2545	2	200.00
			Sub-Total:	\$200.00
Genealogy Fee	Genealogy		1	22.00
			Sub-Total:	\$22.00
Late Fees	Late Fee -Dog Renewal	A1550	34	340.00
			Sub-Total:	\$340.00
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	8	140.00
			Sub-Total:	\$140.00
MISC. FEES	Boarding - Dog		3	15.00
MISC. FEES	Certified Copies	A1255	76	760.00
	Redemption - Dog		1	10.00
			Sub-Total:	\$785.00
PERMIT FEES	Garage Sale	A2590	103	515.00
			Sub-Total:	\$515.00
Senior Discount	Senior Discount	A2544	81	-803.00
			Sub-Total:	-\$803.00
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:	\$5,568.27
Amount paid to:	NYS Ag. & Markets for spay/neuter program			342.00
Amount paid to:	NYS Environmental Conservation			505.42
Amount paid to:	State Health Dept. For Marriage Licenses			180.00
Total State, County & Local Revenues:		\$6,595.69	Total Non-Local Revenues:	\$1,027.42

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.

John Polheim

7/2/26

Supervisor

Date

Megan Griffin

Town Clerk

7/2/26

Date

Monthly Worksheet of Daily Work
June 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
6/1/2026	\$335.00	\$30.00	\$28.34	\$1.66	\$105.00	\$9.00	\$86.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
6/2/2026	\$255.00	\$75.00	\$70.86	\$4.14	\$155.00	\$14.00	\$141.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/3/2026	\$299.90	\$100.00	\$94.48	\$5.52	\$158.00	\$17.00	\$141.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.90	\$0.00	\$0.00	\$0.00
6/4/2026	\$564.00	\$0.00	\$0.00	\$0.00	\$384.00	\$33.00	\$351.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/5/2026	\$506.00	\$50.00	\$47.24	\$2.76	\$386.00	\$36.00	\$350.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
6/8/2026	\$333.00	\$0.00	\$0.00	\$0.00	\$173.00	\$23.00	\$150.00	\$0.00	\$0.00	\$80.00	\$45.00	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00
6/9/2026	\$110.00	\$5.00	\$4.72	\$0.28	\$75.00	\$7.00	\$68.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/10/2026	\$121.00	\$0.00	\$0.00	\$0.00	\$101.00	\$11.00	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/11/2026	\$225.00	\$0.00	\$0.00	\$0.00	\$190.00	\$15.00	\$175.00	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/12/2026	\$235.00	\$35.00	\$33.06	\$1.94	\$135.00	\$9.00	\$126.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
6/15/2026	\$595.00	\$0.00	\$0.00	\$0.00	\$268.00	\$26.00	\$242.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/16/2026	\$400.00	\$30.00	\$28.34	\$1.66	\$145.00	\$11.00	\$134.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/17/2026	\$180.79	\$5.00	\$4.72	\$0.28	\$95.00	\$10.00	\$85.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$5.79	\$0.00	\$0.00	\$0.00
6/18/2026	\$375.00	\$25.00	\$23.62	\$1.38	\$165.00	\$18.00	\$167.00	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/22/2026	\$315.00	\$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
6/23/2026	\$216.00	\$0.00	\$0.00	\$0.00	\$121.00	\$15.00	\$106.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/24/2026	\$330.00	\$55.00	\$51.96	\$3.04	\$170.00	\$15.00	\$155.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
6/25/2026	\$200.00	\$30.00	\$28.34	\$1.66	\$135.00	\$12.00	\$123.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/26/2026	\$510.00	\$40.00	\$37.78	\$2.22	\$170.00	\$17.00	\$153.00	\$0.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
6/29/2026	\$255.00	\$0.00	\$0.00	\$0.00	\$245.00	\$21.00	\$224.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/30/2026	\$225.00	\$25.00	\$23.62	\$1.38	\$160.00	\$12.00	\$148.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Audited by gb 6/30/26	\$6,595.69	\$535.00	\$505.42	\$29.58	\$3,711.00	\$342.00	\$3,369.00	\$0.00	\$15.00	\$320.00	\$180.00	\$140.00	\$27.59	\$0.00	\$0.00	\$0.00

\\Drive\2012ClerksOffice\ClerksOffice\importantDocuments

6/30/2026

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

18-3920167 1100 SUNRISE BLVD ROTTERDAM, NY 12306

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

DATE 7/2/26 3035

PAY TO THE ORDER OF Supervisor John Polimeni

Five Thousand Five Hundred Sixty Eight & 27/100 DOLLARS

KeyBank 
KeyBank National Association

MEMO June Revenue

\$5,568.27

[Signature]



RESOLUTION NO. 182.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
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: June 9th, 2026

TO: Town Board

FROM: Robert Denny, Highway Superintendent

TITLE OF REQUEST: Summer Hours

TOWN BOARD MEETING: July 8th, 2026

Background Information: The Highway Department would like to adopt summer hours from July 6th through September 7th (9 weeks) this year.

Evaluation/Analysis: A vote was taken by highway employees to create summer hours consisting of Monday - Friday from 6:00 am – 2:00pm.

Recommendation(s): To allow the Highway Department to institute new summer hours from July 6th through September 7th.

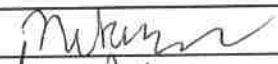
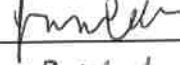
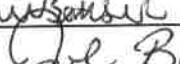
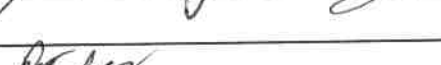
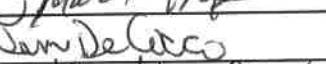
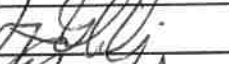
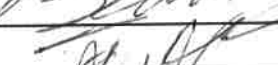
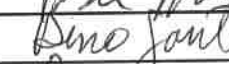
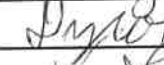
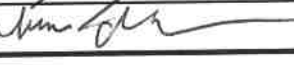
Attachment/Document(s): Vote results attached

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): General Municipal Law §§103,104-b

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Please write Yes or No next to your name and your signature if you are interested in participating in summer hours from 6am-2pm Monday-Friday (July 6th-September 7th, 2026)

	NAME	Yes/ No	Employee Signature
	Nick Amedore	Yes	
	Jacob Ayers	Yes	
	Matthew Batcher	Yes	
	Joseph Bergami	Yes	
	Frederick Blake Jr.	Yes	
	Jonathan Carroll		
	Jim Bobar	Yes	
	Matt DeBiase	Yes	
	Tim Decocco	Yes	
	Nicholas Dilallo	Yes	
	Joe Dixon	Yes	
	Thomas Egan	Yes	
	Jonathan Enright	Yes	
	Jeff Gemmett	Yes	
	Jon Ginter	Yes	
	Raymond Gordon	Yes	
	James Graves	Yes	
	Jerry Guidarelli	NO	
	Ricci Guidarelli	Yes	
	Brian Haas	Yes	
	Tim Ingersoll	Yes	
	Josh Leary	NO	
	Gopaul Mangra	Yes	
	Chris Palleschi	Yes	
	Ryan Royer	Yes	
	Dino Santuccione	Yes	
	Dylan Taylor	Yes	
	Skip Skoda	Yes	
	Mattia Viscusi	Yes	
	Tom Zink	Yes	
	Mike Isabella	Yes	

RESOLUTION NO. 183.26

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Robert Beston

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

DATED: July 8, 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: June 10, 2026

TO: Town Board

FROM: Michael DeSantis, Councilmember

TITLE OF REQUEST: Appoint member of Town of Rotterdam Parks and Recreation Advisory Committee

TOWN BOARD MEETING DATE: July 8, 2026

Background Information: An opening has come up due to the resignation of the vice-chair Nathan Ryan. Robert Beston has been a lifelong Rotterdam resident and very active within the community and would be invaluable on the committee.

Evaluation/Analysis: Robert would love the opportunity to contribute his time and perspective to help maintain and improve the parks for families like his and loves the role the parks play in bringing people together.

Recommendation(s): Appoint Robert Beston to the Town of Rotterdam Parks and Recreation from July 8, 2026 to December 31, 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: Supervisor Office

RESOLUTION NO. 184.26

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

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
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: June 16, 2026

TO: Supervisor and Town Board

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

TITLE OF REQUEST: Well 3 Valve Replacement

TOWN BOARD MEETING: July 8, 2026

Background Information:

The project will replace a circa 1950's valve that is inoperable and repair parts are no longer available. This project will also minimize confined space entry by relocating the valve outside of the building. Personnel will operate it with a traditional valve key at ground level, rather than a handwheel located in the pit. A total of four (4) bids were received.

Evaluation/Analysis:

An evaluation was conducted to determine which company is the lowest responsible bidder. The companies that provided a and the lump sum amounts are as follows:

- Decker Group Northeast LLC. - \$40,232.00
- Flach Industries - \$47,690.00
- William Larned & Sons - \$54,500.00
- Keller & Sons - \$72,850.00

It appears that Decker Group Northeast LLC is the lowest responsible bidder. Justin Peterson contacted the references provided and there were no glaring issues with this company's work product.

Recommendation(s):

Pending the contractor providing the town will all insurance certificates, I recommend that the Town award the project to Decker Group Northeast LLC.

Attachment/Document(s):

Summary of bids and each company's bid.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

[illegible]

Town of Rotterdam

***Request for Bids:
RFB 26-01***



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

Bid Opening:

Friday, May 29, 2026

@ 10:00 a.m.

Rotterdam Town Hall

Town of Rotterdam

BIDDER CERTIFICATION FORM

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

GATE VALVE AND SWING CHECK VALVE REPLACEMENT

AT WELL NO. 3 BUILDING AND OTHER AMENITIES

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



Signature

Decker Group Northeast LLC
Name of Company or Corporation

26-6726P-CR
NYS Contractor Registration Number

2028-01-12

Registration Expiration Date

1632 main Street

Address

Pattersonville

City

NY

State

12137

Zip

Carmin@deckerslandolutions.com

Email

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. I further certify that I am registered with the New York State Department of Labor Contractor and Subcontractor Registry pursuant to Labor Law Section 220-i, and I have submitted a valid Certificate of Registration with this bid. I acknowledge that I must ensure all subcontractors are also registered before commencing work on the project, and that I must submit certified payroll records electronically through the NYSDOL Certified Payroll portal at least every 30 days throughout the life of the project. By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.

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



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Decker Group Northeast LLC
1632 Main Street
Pattersonville, Ny 12137

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

Mailing Address for Notices

The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)
Gate Valve and Swing Check Valve Replacement at Well No. 3 and Other Amenities

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of May 2026

Decker Group Northeast LLC

(Principal)

(Seal)

(Witness)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Witness)

(Title) Jeffrey R. Mirabito, Attorney In Fact

Individual Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came
to me known and known to me to be the individual(s) who executed the foregoing instrument, and
acknowledged that ___he___ executed same.

Notary Public
My commission expires _____

Partnership Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came
_____ a member of the co-partnership of
_____ to me known and known to me to be the
person who is described in and who executed the foregoing instrument and acknowledges to me that he
executed the same as and for the act and deed of the said co-partnership.

Notary Public
My commission expires _____

Corporate Acknowledgement

State of _____
County of _____

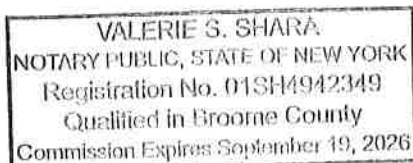
On this __ day of _____, 20____, before me personally came
_____ to me known, who being by me duly sworn, did
depone and say that he resides in _____ that he is the _____
of the _____, the corporation described in and which executed the foregoing instrument,
and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public
My commission expires _____

Surety Acknowledgement

State of New York
County of Broome

On this 18th day of May, 20 26, before me personally came
Jeffrey R. Mirabito to me known, who being by me duly
sworn, did depose and say that he resides in Vestal, NY that he
is the Attorney In Fact of the Ohio Casualty Insurance Company, the corporation described in
and which executed the foregoing instrument; that he knows the Seal of said corporation; that one of the
Seals affixed to the foregoing instrument is such Seal; that it was so affixed by order of the Board of
Directors of said corporation; and that he signed his name thereto by like order.



Valerie S. Shara
Notary Public
My commission expires 9/19/2026



POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Decker Group Northeast, LLC

Agency Name: Mirabito-Gresham Insurance & Bonds Agency, LLC

Bond Number: BID-0036478

Obligee: Town of Rotterdam

Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Jeffrey R. Mirabito in the city and state of Vestal, NY, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 18th day of May, 2026.



The Ohio Casualty Insurance Company

By:

Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 18th day of May, 2026, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 18th day of May, 2026.



By:

Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



THE OHIO CASUALTY INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2025

Assets	Liabilities
Cash and Bank Deposits.....\$296,795,076.00	Unearned Premiums.....\$1,527,755,435.00
*Bonds – U.S Government.....\$3,859,431,094.00	Reserve for Claims and Claims Expense\$4,581,065,527.00
*Other Bonds.....\$2,480,572,790.00	Funds Held Under Reinsurance Treaties.....\$0.00
*Stocks.....\$172,314,202.00	Reserve for Dividends to Policyholders.....\$147,861.00
Real Estate.....\$0.00	Additional Statutory Reserve.....\$0.00
Agents' Balances or Uncollected Premiums.....\$782,376,584.00	Reserve for Commissions, Taxes and Other Liabilities.....\$552,382,381.00
Accrued Interest and Rents.....\$70,721,388.00	Total.....\$6,661,351,204.00
Other Admitted Assets.....\$2,456,306,820.00	Special Surplus Funds.....\$25,243,323.00
Total Admitted Assets.....\$10,118,517,954.00	Capital Stock.....\$4,500,000.00
	Paid in Surplus.....\$738,183,897.00
	Unassigned Surplus.....\$2,689,239,530.00
	Surplus to Policyholders.....\$3,457,166,750.00
	Total Liabilities and Surplus.....\$10,118,517,954.00

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the New Hampshire Department of Insurance.

I, NATHAN J. ZANGERLE, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2025, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Plymouth Meeting, Pennsylvania, this 10th day of March, 2026.

Teresa Pastella

Teresa Pastella, Notary Public



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 20, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary



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.

23. 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**

_____ (Seal) Bidder's Name and Corporate Seal By: _____ Signature Print Name _____ Title _____ Attest: _____ Signature Title	_____ (Seal) Surety's Name and Corporate Seal By: _____ Signature (Attach Power of Attorney) Print Name _____ Title _____ Attest: _____ Signature Title
--	---

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

- a. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Town upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Town's sole and exclusive remedy upon default of Bidder.
- b. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- c. This obligation shall be null and void if:
 - c.1 Town accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - c.2 All Bids are rejected by Town, or
 - c.3 Town fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- d. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- e. Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by Town and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- f. No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- g. Any suit or action under this Bond shall be commenced only in a court of competent

- jurisdiction located in the state in which the Project is located.
- h. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
 - i. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
 - j. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
 - k. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

NON-COLLUSION BIDDING CERTIFICATION

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

Name of Firm: Decker Group Northeast LLC

Signed by: Carmine Delorenzo Title: Estimator

Signature:  Date: 5/29/26

Email: Carmine@deckerslandolutions.com

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

Resolved that Carmine Delorenzo be authorized to sign and submit the bid or proposal of this corporation for Gate Valve and Sewer Check Valve Replacement 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 Decker Group Northeast LLC corporation at a meeting of its board of directors held on the 16th day of February, 2026

(SEAL OF THE CORPORATION)



Signature of Secretary

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

I, Carmine Delorenzo hereby sign and submit this bid or proposal for Gate Valve and Sewer Check Valve Replacement 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

5/27/26

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 Company: Decker Group Northeast LLC

Signed by: Carmine Delorenzo Title: Estimator

Signature:  Date: 5/27/26

TOWN OF ROTTERDAM

BID FORM

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

**Gate Valve and Swing Check Valve Replacement
at Well Number 3 and Other Amenities**

SUBMITTED BY: Decker Group Northeast LLC
1632 Main Street Pattersonville NY 12137

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 45 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.

BASES OF BID

Bidder will provide all labor, materials, and equipment needed to complete the work as described herein and as directed by the Town. The bidder acknowledges that not all information is provided in the bid documents that describes all materials and specifications needed to complete the work. The bidder will provide all that is necessary to complete the work at no additional cost to the Town.

TOTAL LUMP SUM BID PRICE Forty thousand Two hundred Thirty-two Dollars and ⁰⁰/₁₀₀
\$ 40,232.00

The total lump sum bid includes the cost of purchasing and installing all items, including the cost of materials, testing and mobilization for a completed project.

All work must comply with applicable standards, rules and regulations to include, but not limited to the following:

- American Water Works Association (AWWA)
- Occupational Safety and Health Administration (OSHA)

SUBMITTED on Friday, May 29th 2026.
The entire bid is strictly in accordance with the specification set forth in the bid documents
herein.



Signature

Decker Group Northeast LLC

Name of Company or Corporation

1632 Main Street

Address

Pattersonville

City

New York

State

12137

Zip

1 (518) 709-6153

Phone Number

Carmin@deckersland.com

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.



DECKGRO-01

HGRIMES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2026

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

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

PRODUCER
Mirabito-Gresham Insurance & Bonds Agency, LLC
423 Commerce Road, Suite 2
Vestal, NY 13850

CONTACT NAME: Hannah Grimes
PHONE (A/C, No, Ext): (607) 217-4610 117 FAX (A/C, No): (607) 237-0279
E-MAIL ADDRESS: hannah.grimes@mirabito-gresham.com

INSURED
Decker Group Northeast, LLC
1632 Main Street
Pattersonville, NY 12137

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Middlesex Insurance Company	23434
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ no deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			A0295489 004	11/6/2025	11/6/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ \$1,000 deductible			A0295489 001	11/6/2025	11/6/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			A0295489 006	11/6/2025	11/6/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	A0295489 005	11/6/2025	11/6/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Bid Purposes: Gate Valve and Swing Check Valve Replacement at Well No. 3 and Other Amenities

CERTIFICATE HOLDER

CANCELLATION

Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam Buehler

RESOLUTION NO. 185.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 17, 2026

TO: John Polimeni – Town Supervisor

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

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

TOWN BOARD MEETING: July 8, 2026

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

Stephanie Dombrowski
103 Steeple Way
Schenectady, NY 12306

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

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

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

Compliance with Purchasing Policy: N/A

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

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

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

TOWN OF ROTTERDAM

BY: _____
John Polimeni, Supervisor

BY: _____
Property Owner

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

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

Dated: _____
at Schenectady, New York

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

On this ____ day of July, 2026, before me personally came John Polimeni, to me known to be the Supervisor of the Town of Rotterdam, who being duly sworn did depose and say that he is the Supervisor of the Town of Rotterdam, the municipal corporation described in and which executed the foregoing instrument; that he knows the seals of said corporation; that the seal affixed to this instrument is such corporate seal; and that it was so affixed pursuant to Resolution No. _____.26 adopted by the Town Board of the Town of Rotterdam on July 8, 2026.

Notary Public - Qualified in
Schenectady County
My Commission Expires _____

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

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

Notary Public - Qualified in
Schenectady County
My Commission Expires _____

Lisa Gallo

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

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

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

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

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

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

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

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

Good morning, Dom –

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

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

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

Thank you in advance for your time.

Have a great day!

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

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

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1.3 Introduction

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

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

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

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

Chapter 1

Foreword

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

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

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

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

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

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

RECEIVED

JUN 03 2026

TOWN OF ROTTERDAM
518-355-7575 EXT 395

TOWN OF ROTTERDAM
 PUBLIC WORKS

PERMIT APPLICATION FOR SEWER CONNECTION

TO BE COMPLETED BY APPLICANT

OWNER INFORMATION		CONTRACTOR INFORMATION	
Names: Stephanie Dombrowski		Names: MG Septic LLC	
Address: 103 Steeples Way Schick NY 12306		Address: 57 Smith Ln Berne, NY 12023	
Phone: 518-258-6367		Phone: 518-727-8099	
* Cell: 518-258-6367		Contractor Insurance Certificates: Liability Workers Compensation (must accompany application)	
Property Location: 103 Steeples Way, Schick NY 12306			
Property Address: 103 Steeples Way, Schick NY 12306			
Proposed Lateral Size & Pipe Type SDR-26, 4" lateral			
Residential ☒ Commercial ☐ Multiple Dwelling ☐			
Applicant (Sign): 		Date: 6/8/26	
TO BE COMPLETED BY TOWN OF ROTTERDAM			
Fee for Sewer Connection Charge:		Parcel Identification:	
Inspection Fee:		Road Cut Permit:	
Total:		District No: _____	
		Approved: _____	

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

Revised 2/09, Revised 08/10/12, Revised 03/2014, 7/2025

RECEIVED

JUN 03 2026

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

TOWN OF ROTTERDAM
PUBLIC WORKS

Property Owner:	Stephanie Dombrowski
Property Address:	103 Steeple Way Schick NY 12306
Plot:	
Lot#:	#4
Lot Size:	
Property Owner Phone Number:	518-298-6367
Contractor:	MG Septic LLC
Contractor Address:	57 Smith Ln. Berne, NY 12023
Contractor Phone Number:	518-727-8699
Liability and Workers Compensation Certificates must be included with application.	
New Construction or Renovation:	Renovation
If new construction, has built lot been approved?	—
If existing structure, what is current water service? (Well)	Septic
Is this a replacement of an existing water service? If so, what is the reason or problem with existing service?	Septic is no good - told by DOT that we need to hook into sewer.
Water Service Size:	
Copper or Iron Piping:	
Water Meter Needed:	
Water Tap: (Same Side, Opposite Side Tap or Existing)	Same Side
Connect to Public Sewer?	Yes
If Yes, Size:	
Cast Iron Pipe or Plastic:	SDR-26, 4" lateral

Revised 2/09, Revised 08/10/12, Revised 03/2014, 7/2025



Town of Rotterdam
Department of Public works

LETTER OF AUTHORIZATION FOR PERMIT AND ZONING APPLICATION

To Whom It May Concern:

I, Stephanie Dombrowski, as owner of the property located
(print name)

at 103 Steeple Way, Town of Rotterdam, in the

State of New York, hereby designate MG Septic LLC
(name)

57 Smith Ln, Berne, New York 12023 518-727-8699
(city, state, zip, and phone number)

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

Signature: Steph Don

Date: 6/8/26



PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 852435309
KINGS RISK PARTNERS LLC DBA
TEN EYCK GROUP
1924 WESTERN AVENUE
ALBANY NY 12203



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER MG SEPTIC LLC 110 WOLF ROAD, SUITE 102 ALBANY NY 12205		CERTIFICATE HOLDER TOWN OF ROTTERDAM 1100 SUNRISE BLVD ROTTERDAM NY 12306	
POLICY NUMBER A2596 468-5	CERTIFICATE NUMBER 819809	POLICY PERIOD 08/29/2025 TO 08/29/2026	DATE 6/8/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2596 468-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 85786435



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2026

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

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

PRODUCER Ten Eyck Group 1924 Western Avenue Albany NY 12203		CONTACT NAME: Ten Eyck Group PHONE (A/C, No, Ext): (518) 464-0059 FAX (A/C, No): (518) 456-7076 E-MAIL ADDRESS:	
INSURED MG Septic LLC 110 Wolf Road, Suite 102 Albany NY 12205		INSURER(S) AFFORDING COVERAGE INSURER A: Merchants Preferred Insurance Company INSURER B: New York State Insuranc Fund INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12901 36102	

COVERAGES

CERTIFICATE NUMBER: CL2582842609

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CTRI018939	08/29/2025	08/29/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CAP1088224	08/29/2025	08/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

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

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MG Septic LLC

57 Smith Lane
Berne, New York 12023

+1 (518) 727-8699 mgsepticllc@gmail.com

Sent By



Matthew Stonesifer
<https://facebook.com/mgsepticllc>

Estimate Sent

Sewer Hookup - 103 Steeple Way

Estimate No.
EST-2026/000590

Billed To:

JILLIAN BRECK (Buyer) *Stephanie Dombrowski (Owner)*
breck30@outlook.com +1 (518) 222-4799

Issued on:
May. 23rd, 2026

Billing Address:

103 Steeple Way
Schenectady, New York, 12306

Service Address:

103 Steeple Way
Schenectady, New York, 12306

Expiration
Aug. 21st, 2026

 **CONTRACTOR PLUS**

Scan to review
Estimate details



 Approve Estimate

 Request Change

 Reject

Line Items

New Install Sewer Hookup - Gravity

Excavate, pump and collapse existing septic tank.
Cut asphalt driveway for excavation.
Excavate from existing inlet line location, across the front yard to reported sewer lateral between subject house and adjoining house.
Utilize vacuum excavation subcontractor to open approximately 9'x9'x14' access area along sewer lateral tap location.
Place 2x 8'x8'x8' trench boxes to provide proper trench shoring.
Install proper tap on existing sewer main.
Install new SDR-26 sewer lateral line from existing septic inlet line to sewer tap with exterior surface clean outs as prescribed.
Remove trenchbox shoring
Backfill affected areas. Areas of vacuum excavation will necessitate importing of sand fill.
Machine grade affected areas.
Seed non-paved areas.

* Property is currently located outside of the existing municipal sewer district. Connection approval must be obtained from the applicable municipality and/or sewer authority prior to any work being performed.

\$22,000.00 each **\$22,000.00**

* Proposed scope and pricing are based on limited preliminary information. Price is based off of provided information about connecting to a pre-existing lateral connection between the subject home and the adjoining property. This installation method will prevent the need to close and excavate the town road. Any required roadway excavation, traffic control, municipal pavement restoration, or associated municipal requirements are excluded from this estimate.

* Final pricing is subject to revision upon approval from the municipality.

* Costs associated with municipal applications, connection fees, permits, engineering review, inspections, or other regulatory approval expenses are not included in this estimate unless specifically stated otherwise. Any such fees shall be the responsibility of the property owner.

Asphalt Repair Allowance

Estimated allowance for asphalt restoration associated with the proposed sewer connection work. The extent of pavement disturbance and overall repair area cannot be determined until municipal approval is obtained and the final connection location and method are established.

As a result, this allowance has been budgeted conservatively and includes potential restoration costs ranging from minor trench repairs up to substantial driveway replacement if required by site conditions or municipal standards. Actual restoration costs may increase or decrease based on the final approved design, excavation requirements, and conditions encountered during construction.

\$15,000.00 each **\$15,000.00**

All asphalt restoration work will be performed by a qualified paving subcontractor under contract with MG Septic LLC. Final paving costs will be reconciled based on the actual scope of restoration required following excavation and installation activities.

Access Requirements

MG Septic LLC requires a minimum clear access width of eight (8) feet to the work area to safely mobilize excavation and service equipment. The Client is solely responsible for ensuring that adequate access is available prior to the scheduled start of work.

The removal, protection, or restoration of finish materials, hardscaping, driveways, walkways, retaining walls, fences, landscaping, or similar improvements is not included in

the scope of work unless expressly stated in writing. Any coordination, access permissions, or agreements required with neighboring property owners are the sole responsibility of the Client.

\$0.00

At the Client's request and with written authorization, MG Septic LLC may remove fences, landscaping, or similar obstructions as necessary to perform the work; however, reinstallation, rebuilding, or restoration of such items is not included and remains the Client's responsibility unless otherwise agreed to in writing.

Surface Restoration & Finish Materials Disclaimer

All work areas will be machine graded upon completion. MG Septic LLC is not responsible for damage to, removal of, or rebuilding/replacement of surface finishes or site features including, but not limited to, landscaping, lawns, plantings, irrigation components, fencing, hardscaping, patios, walkways, driveways, pavement, or decorative surfaces. If surface restoration or finish replacement is desired, it may be coordinated and priced separately at an additional cost.

\$0.00



Or as low as
**488.75/month (for 120
months)***

Learn More [🔗](#)

Pay Over Time

Items Total **\$37,000.00**

Material Total **\$0.00**

Sub Total **\$37,000.00**

Payment Schedule

✓ Deposit Due (27.03 %) on Estimate Approval **\$ 10000.00**

Total (USD) \$37,000.00

Client Notes

Thank you for choosing MG Septic LLC, a Veteran owned company!

All repairs/installation performed by MG Septic LLC include a 1 year limited warranty.

*Grading, seeding, absorption and areas not repaired by MG Septic LLC exempt from warranty.

**All credit card payments subject to 3% processing fee. This fee will be added to the final invoice if credit card payment is desired.

wisetack.com/faqs

MG Septic LLC Contract

MG SEPTIC LLC

MASTER SERVICE AGREEMENT (v1.0)

This Agreement is made on this 23rd day of May, 2026, by and between **MG Septic LLC**, with a principal place of business at **57 Smith Lane, Berne, NY** ("Contractor"), and **Jillian Breck**, concerning the property located at **103 Steeple Way, Schenectady, New York, 12306** ("Client").

1. SCOPE OF WORK

The Contractor agrees to perform only the specific services described in the attached **Work Order (Appendix A)** ("Services").

Any work not expressly listed in Appendix A is excluded from this Agreement and shall require a written Change Order. No oral statements or assumptions shall expand the Scope of Work.

2. COMPENSATION & PAYMENT TERMS

The Client agrees to pay the Contractor a total contract price of **\$37,000.00**, in accordance with the agreed payment schedule.

If no payment schedule is provided, full payment is due upon completion of the Services.

The Contractor reserves the right to suspend or terminate work for non-payment.

The Client shall be responsible for all reasonable costs of collection, including attorney's fees, incurred due to non-payment.

3. LATE PAYMENT

Payments not received within fifteen (15) days of the due date shall accrue a late payment charge of **1.5% per month (18% annually)** on the outstanding balance.

4. CHANGE ORDERS & ROCK CLAUSE

If rock, concrete, or other unforeseen subsurface conditions are encountered that require additional labor, equipment, breaker use, or blasting, an additional charge will apply.

The Client will be notified as soon as practicable, and a Change Order will be issued detailing the additional costs.

Where immediate continuation of work is required for safety or feasibility, the Contractor may proceed prior to written approval, with all additional costs documented and billed accordingly.

5. SUBSURFACE UTILITIES & HAZARDS

The Contractor shall not be held liable for damage to unmarked or undisclosed subsurface utilities or hazards, including but not limited to sprinkler lines, electrical lines, water lines, gas lines, drainage systems, or septic components not disclosed prior to commencement of work.

The Client is solely responsible for identifying and disclosing the location of all subsurface utilities and hazards prior to the start of Services.

Any damage resulting from undisclosed or unmarked utilities shall be the Client's responsibility, including all repair costs.

6. RELEASE & INDEMNIFICATION

The Client releases and holds harmless the Contractor from any claims, damages, or liabilities arising from damage to unmarked or undisclosed subsurface utilities or conditions.

The Client agrees to indemnify and defend the Contractor against any claims, losses, or expenses arising from such conditions.

7. ACCESS & PROPERTY CONDITIONS

The Client is responsible for providing clear, legal access for equipment, vehicles, and materials.

The Contractor is not responsible for damage to lawns, landscaping, hardscaping, paving, walkways, driveways, irrigation systems, or surface finishes required to complete the Services.

Restoration or replacement of these items is excluded unless expressly included in Appendix A or a written Change Order.

8. WORK SCHEDULE & DELAYS

Work scheduling is subject to availability and may be affected by weather, soil conditions, permitting or inspection delays, utility coordination, material availability, or other conditions beyond the Contractor's control.

The Contractor shall not be liable for delays caused by such conditions.

9. WARRANTIES & LIMITATIONS

The Contractor warrants that all work will be performed in accordance with generally accepted industry standards and applicable codes.

Any defects in workmanship must be reported within **twelve (12) months** of completion and will be corrected at no additional cost.

This warranty does not apply to:

Grading, seeding, drainage, or landscaping

Areas not repaired by MG Septic LLC

Settlement, soil movement, groundwater conditions, or changes caused by natural forces beyond the Contractor's control

10. TERMINATION

Either party may terminate this Agreement with written notice.

If the Client terminates after work has commenced or materials have been ordered, the Client shall be responsible for payment for all work performed, materials purchased, and reasonable mobilization and administrative costs incurred to date.

11. CANCELLATION RIGHTS (NEW YORK STATE)

If this Agreement is executed at the Client's residence, the Client has the right to cancel this Agreement within **three (3) business days** from the date of signing, in accordance with New York State law.

Notice of cancellation must be provided in writing by mail, email, or hand delivery to the Contractor at the address listed below.

12. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Any dispute arising from this Agreement shall be brought exclusively in **Albany County, New York**.

The parties agree to attempt mediation prior to litigation.

13. ENTIRE AGREEMENT

This Agreement, including **Appendix A (Work Order)** and **Appendix B (Notice of Cancellation)**, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

14. MEDIA USE & AUTHORIZATION

The Client grants **MG Septic LLC** the right to photograph and record video of the property, work areas, and completed work before, during, and after the Services.

The Client authorizes the use of such photographs and videos for marketing, advertising, educational, and promotional purposes, including but not limited to use on websites, social media platforms, advertisements, presentations, and other marketing materials.

No personally identifying information, including the Client's name or address, will be disclosed without the Client's express written consent.

This authorization is granted without compensation and shall survive the completion or termination of this Agreement.

SIGNATURES

Client Signature: _____

Date: _____

MG Septic LLC (Contractor): _____

Date: _____

APPENDIX B

NOTICE OF CANCELLATION (NEW YORK STATE)

You may cancel this transaction, without penalty or obligation, within **three (3) business days** from the date you signed this Agreement.

If you cancel, any payments made by you under the contract will be returned within **ten (10) business days** following receipt of the cancellation notice. Any materials delivered to the property shall be made available to the Contractor, and any work already performed shall cease.

To cancel this transaction, you must notify the Contractor in writing by mail, email, or hand delivery at the address below.

Contractor:

MG Septic LLC

57 Smith Lane

Berne, NY

Cancellation Deadline: Midnight of the third business day after the date of signing.

✂ DETACH HERE — NOTICE OF CANCELLATION FORM

I hereby cancel the Agreement entered into with **MG Septic LLC** on _____.

Property Address: _____

Client Name (print): _____

Client Signature: _____

Date: _____



MG Septic LLC

57 Smith Lane
Berne, New York 12023

Phone: +1 (518) 727-8699

Email: mgsepticllc@gmail.com

Website: <https://facebook.com/mgsepticllc>



RESOLUTION NO. 186.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 1, 2026

TO: Town Board

FROM: John Polimeni, Supervisor

TITLE OF REQUEST: Authorize supervisor to request the New York State Comptroller's Office to conduct an audit for the Town of Rotterdam

TOWN BOARD MEETING DATE: July 8, 2026

Background Information: The Town of Rotterdam should have an audit by the NYS Comptroller's office, in order to make sure the Town is in compliance with financial laws as we are securing bonds for various capital projects

Evaluation/Analysis: The audit is requested from 2019 to 2025.

Recommendation(s): Allow the NYS Comptroller to audit the Town records from 2019 to 2025

Attachment/Document(s): N/A

Compliance with Purchasing Policy? N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor Office

RESOLUTION NO. 187.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
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: June 10, 2026

TO: Town Board

FROM: Michael Colarossi, Water and Sewer Maintenance Manager

TITLE OF REQUEST: Summer hours

TOWN BOARD MEETING DATE: July 8, 2026

Background Information: The Water and Sewer Maintenance Department would like to adopt summer hours from July 6th through September 7th (9 weeks) this year.

Evaluation/Analysis: Summer hours Monday-Friday from 6am to 2pm would help in completing outdoor work during less hot and humid hours.

Recommendation(s): Allow the Water and Sewer Maintenance Department to institute new summer hours from July 6th to September 7th, Monday to Friday from 6am to 2pm

Attachment/Document(s): N/A

Compliance with Purchasing Policy? N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor Office

RESOLUTION NO. 188.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 1, 2026

TO: John Polimeni, Town Supervisor

FROM: Diane Marco, Director

TITLE OF REQUEST: Donation from Mohonasen Band Boosters Group, Inc.

TO BE PLACED ON TOWN BOARD AGENDA OF: July 8, 2026.

Background Information: The Town of Rotterdam has provided the Mohonasen Band to come to the Rotterdam Senior Center on Friday June 5 from 5-9:30 pm for their yearly banquet in the Auditorium and they were so happy to have it catered here.

Evaluation/Analysis: The Mohonasen Band Boosters Group, Inc. has given a donation to the Rotterdam Senior Center as a token of their appreciation.

Recommendation(s): Accept the \$200.00 donation from the Mohonasen Band Boosters Group, Inc. for the Rotterdam Senior Center.

Attachment/Documents(s): Copy of check #152 for \$200.00

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Diane Marco, Director

152

MOHONASEN BAND BOOSTERS GROUP INC. 50-1071/213

216 SHIRLWOOD DR.
SCHENECTADY, NY 12306

DATE 6/23/76

Town of Rotterdam \$200.00

PAY TO THE ORDER OF Two hundred dollars only DOLLARS ☒ Security Feature
Check in Bank

1st National Bank of Scotia

MEMO IP Bank of Scotia

Michael Busto NP

RESOLUTION NO. 189.26

TO APPROVE PURCHASE AND INSTALLATION OF POLICE CAMERAS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 1st 2026

TO: Town Board

FROM: Alison Grace, Town Comptroller
William Male, Rotterdam Police Chief

TITLE OF REQUEST: Approval of purchase order for new cameras

TOWN BOARD MEETING: July 8, 2026

Background Information: The police department has submitted a purchase order request for new cameras. The current outdated cameras are in need of replacement

Evaluations/Analysis: The vendor being used is on NYS OGS Contract, and the PD has enough money within their budget line to purchase the new cameras. The Town purchasing policy required Board approval for all purchases over \$10,000.

Recommendation: Approve the purchase order request for the new PD cameras

Attachment/Document(s): Purchase order request and related documents

Compliance with Purchasing Policy: Purchase Orders over \$10,000 require Board approval

Effect(s) on Existing Law(s): GML § 103

LEGISLATION WILL BE PREPARED BY: Alison Grace, Town Comptroller

Grant

Award #

23150

Town of Rotterdam Purchase Order Request

For Comptroller Office Input

Purchase Order Number: _____

Date: 6/25/26

Vendor Name: Eclipse Network Solutions Vendor #: _____

Appropriation Account Number(s): 122 Karner Rd
Albany, NY Amount to pay from line: _____
12205

A3120-2520

\$11,367.81

Description of items or services to be purchased:

new cameras

Reason for purchase:

to renew

Requested by: Lt K Grant

Department Head Approval: _____

Comptroller's Office Approval of funds available: _____

Date: 6/30/26

Budget Transfer Request Attached: Yes _____

No X -N/A

Available Budget: \$ 29,632.29

plus \$10,000 Grant

===== Board approval required - over \$19,000 =====

Approved by:

Supervisor Polimeni

Yes

No

Date: _____

Deputy Supervisor Schlag

Yes

No

Date: _____



eCLIPSE NETWORK SOLUTIONS PTZ and 360 Camera Replacements

Quote #QT10624

Prepared for **Rotterdam Police Dept.**
By Steve Pitsas | spitsas@eclipsens.com
Valid until Friday, July 31, 2026

eCLIPSE Network Solutions
122 Karner Road
Albany, NY 12205
Phone Number: 518-218-0130

NYS OGS Contract PT68791

Scope of Work: Replacement camera hardware for failed devices out of warranty. New PTZ / 360 and Power supplies at each location.

Locations:

1. **Hamburg - Fire Station**
2. **Curry - Fire Station**

Parts

\$10,560.20

Product

Quantity

Price

Amount



AXIS Q6355-LE 2 Megapixel Outdoor Full HD Network Camera - Color - Dome - White

2

\$3,229.00

\$6,135.10

5% off ~~\$6,458.00~~



AXIS Q6300-E 5 Megapixel Indoor/Outdoor Network Camera - Color - Dome - White - TAA Compliant

2

\$2,329.00

\$4,425.10

5% off ~~\$4,658.00~~

Labor

\$807.61

Product

Quantity

Price

Amount



NYS Project Manager

1

\$150.00

\$150.00



NYS Offsite Tech

1

\$115.00

\$115.00



NYS Reg 5 (2025) Electrician Lineman

3

\$180.87

\$542.61

Subtotal

\$11,923.61

Discount

-\$555.80

Shipping

\$0.00

Tax

\$0.00

Total

\$11,367.81

Terms and Conditions

The quoted goods and services follow the NYS OGS contract terms and conditions

- *Additional labor and materials may be required for conditions beyond the original scope of work.**
- *Product availability and supply chain constraints may affect delivery schedules and invoicing.**
- *Billing for equipment may occur upon receipt when delays are due to manufacturer or supply chain issues.**
- *Pricing is based on current product models and pricing and is subject to change after quote expiration.**
- *Invoices shall be paid in accordance with New York State Prompt Payment Law.**
- *Credit and debit card payments are subject to a processing fee.**
- *Additional training or professional services, if requested, will be billed at standard rates.**
- *Signed Proposal and/or PO should be sent back to: CustomerPO@eclipsens.com**



Office of General Services Procurement Services

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

Contract Award Notification

Title	: Group 77201 – Intelligent Facility & Security Systems and Solutions (Statewide) Classification Code(s): 32, 43, 46, 92
Award Number	: <u>23150</u> (Replaces Award 20191)
Contract Period	: August 27, 2019 – August 26, 2034
Bid Opening Date	: June 6, 2019
Date of Issue	: August 27, 2019 (Revised August 28, 2025)
Specification Reference	: As Incorporated In The Solicitation and Contract Award Letters
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies, Authorized Users, Vendors, and all Others	
Name	: Jennifer Stafford
Title	: Contract Management Specialist
Phone	: 518-473-7145
E-mail	: OGS.sm.SST_security@ogs.ny.gov

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

Description

This Award is to provide Intelligent Facility & Security Systems and Solutions throughout the State. This contract makes use of a regional approach, with New York State being divided into nine (9) Regions. This contract has two (2) Lots: Lot 1 for Equipment Only, and Lot 2 for Systems & Solutions (Equipment, Installation, Integration, and Maintenance). To obtain Equipment and Services under This Award, Authorized Users should review the "How-to-Use" guide that is part of This Award.

This Contract Award Notification contains MWBE goals of 15% MBE and 15% WBE. SDVOB Goals of 6%.

PR # 23150

(continued)

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68744 MBE SBE	2	1, 2	1Star-Networks LLC 1140 E 92 nd Street Brooklyn, NY 11236	271184856	1100104305
PT68745 SBE	2	1-9	A+ Technology & Security Solutions, Inc. 1490 North Clinton Avenue Bay Shore, NY 11706	113571518	1100005450
PT68746 SBE	2	1, 2, 3, 4, 5	Absolute Connections, Inc. 1520 Route 9W West Park, NY 12493	050566475	1100125900
PT68748 SBE	2	1-9	Adirondack Cabling, Inc. dba Adirondack Security 10 Petra Lane Albany, NY 12205	141686851	1000007019
ADT Commercial LLC has changed their name to Everon, LLC. Please see Everon, LLC below.					
PT68751 SBE	2	5, 6	Alarm and Suppression, Inc. 331 Ushers Road, Suite 3 Ballston Lake, NY 12019	223287148	1000017106
PT68752 SBE	2	2, 3, 4	Alarm Specialists 333 Old Tarrytown Road White Plains, NY 10603	133049123	1100128520
PT68754	2	5, 6, 7	Alltech Integrations, Inc. 7463 State Highway 11 Potsdam, NY 13676	261710207	1100018580
PT68757	1	1-9	Anixter, Inc. 2301 Patriot Boulevard Glenview, IL 60026	362361285	1000004825
PT68758 MBE SBE	2	3, 4	Arco Protection Systems, Inc. 532 Main Street Poughkeepsie, NY 12601	743083532	1100016668
PT68761 SBE	2	5, 7, 8, 9	Ber-National Controls, Inc. 105 Arterial Road Syracuse, NY 13206	161365817	1000008100
PT68765	2	1, 2	Carrier Communications Corp d/b/a Multi-Media Communication 190 Adams Avenue Hauppauge, NY 11798	112314408	1000005648
PT68769 SBE	2	1, 2	Certified Multi-Media Solutions, Ltd 95 Toledo Street Farmingdale, NY 11735	203530105	1100019619
PT68771	2	1-9	Clearview Data Systems, Inc. 3478 Timothy Lane East Aurora, NY 14052	043435780	1000011101
PT68776 SBE	2	3, 4, 5, 6, 7, 8, 9	CNC Services of NY, Inc.* (f/k/a Control Network Communications, Inc.) 16 Jupiter Lane, Suite 7 Albany, NY 12205	141758220	1000027806

* CNC Services of NY, Inc. is a disregarded entity of Noblehouse Technologies, Inc. Noblehouse Technologies, Inc.'s Employer Identification Number is 20-3188738. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. CNC Services of NY, Inc. is the entity who holds Contract PT68776, has obtained and holds the NYS Fire Alarm and Security System Installer License (#12000373554), and is fully responsible for performance of duties under Contract PT68776.

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68772	2	3, 4, 5, 6, 7	Comalli Group, Inc. 7 Westview Road Pittsfield, MA 01201	042740406	1000011057
PT68773	2	4, 5, 6, 7, 8, 9	Comfort Systems USA (Syracuse) d/b/a ABJ Fire Protection Company 6500 New Venture Gear Drive East Syracuse, NY 13057	160902042	1000028421
PT68777	2	1, 2	Control Technologies, Inc. 43-01 22 nd Street, Suite 522 Long Island City, NY 11101	030306764	1000036148
PT68778	2	1-9	Convergent Technologies, LLC* 14 Petra Lane Albany, NY 12205	364444620	1100017930
* Convergent Technologies, LLC is a disregarded entity of DG Investment Intermediate Holdings 2, Inc. DG Investment Intermediate Holdings 2, Inc.'s Employer Identification Number is 90-0881132. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Convergent Technologies, LLC is the entity who holds Contract PT68778, has obtained and holds the NYS Fire Alarm and Security System Installer License (#12000284806), and is fully responsible for performance of duties under Contract PT68778.					
PT68780	2	1, 2, 3, 4	Custom Computer Specialists, LLC 70 Suffolk Court Hauppauge, NY 11788	112497640	1000005692
PT68782 SBE	2	3, 4, 5, 6, 7, 8, 9	Davis-Ulmer Sprinkler Co., Inc. 7633 Edgecomb Drive Liverpool, NY 13088	160710179	1000007458
PT68783	2	1-9	Day Automation Systems, Inc. 7931 Rae Boulevard Victor, NY 14564	161576146	1000008400
PT68784	2	1-2	Design Video Security Systems Corporation DBA DVSS, Inc. 100 Ring Road W, Suite 202 Garden City, NY 11530	26-4183692	1100062064
PT68786 SBE	2	1, 2, 3, 4, 5	Digital Provisions, Inc. 3385 Veterans Memorial Highway, Suite E Ronkonkoma, NY 11779	113553282	1100109808
PT68787 SBE	2	1-9	Digital Surveillance Solutions, Inc. 485 Cayuga Road Buffalo, NY 14225	200886315	1000008549
PT68788	2	3, 4, 5, 6, 7, 8, 9	Doyle Security Systems, Inc. 792 Calkins Road Rochester, NY 14623	161407240	1000008158
PT68789 SBE MBE WBE	2	2, 3, 4, 5	Dutchess Tel-Audio, Inc. 10 Steele Road New Windsor, NY 12553	141484744	1100036764
PT68791 SBE	2	3, 4, 5, 6	eCLIPSE Network Solutions LLC 122 Karner Road Albany, NY 12205	141829151	1000043799
PT68793	2	2, 3	Electronic Systems Solutions (ESS), Inc. 250 Clearbrook Road Elmsford, NY 10523	223477278	1000008849

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT70444	2	1-2	Encore Holdings, LLC DBA National Fire & Safety Solutions (Formerly known as National Fire & Safety Solutions) 70 Bacon Street Pawtucket, RI 0286	270867747	1100318589
PT70516	2	1-9	Everon, LLC* (Formerly known as ADT Commercial, LLC) 1501 Yamato Road Boca Raton, FL 33431	900008456	1000048445
*Everon, LLC is a disregarded entity of Iris Group Holdings, LLC (Parent/Owner). Iris Group Holdings, LLC Employer Identification Number is 933014673. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Everon, LLC is the entity who holds Contract PT70516, has obtained and holds the Alarm Installer License #12000376683, and is fully responsible for the performance of duties under Contract PT70516.					
PT68794 SBE WBE	2	3, 4, 5, 6, 7, 8, 9	FES Installations, Inc. 6956 US Route 20 Madison, NY 13402	262552055	1000040480
PT68795 SBE	2	3, 4, 5, 6	Fire, Security & Sound Systems, LLC 4 Avis Drive, Suite 110 Latham, NY 12110	262774212	1000031076
PT68797 MBE SBE	2	1, 2	Frontline Security Solutions, Inc. 15 St. James Place, 3G New York, NY 10038	223947131	1000030630
PT69263 WBE SBE	2	3, 4	Gemba Security Solutions LLC 22 Somerset Lane Warwick, NY 10990	611952877	1100243438
PT68801 SBE	2	1, 2, 3, 4, 5, 6, 7, 8	GM Data Communications, Inc. 10 Vandewater Street Farmingdale, NY 11735	202468886	1000049148
PT68804 SBE	2	7, 8, 9	Great Lakes Building Systems, Inc. 116 Gruner Road Buffalo, NY 14227	161602109	1000016386
PT68805 SBE	2	8, 9	Greater Niagara Mechanical, Inc. 7311 Ward Road North Tonawanda, NY 14120	208558602	1000030241
PT68806 WBE SBE	2	1-9	Hello Alert, Inc. 577 Brook Avenue Deer Park, NY 11729	200368439	1000041894
PT68807	2	1-9	Honeywell International Inc. dba Honeywell Building Solutions* 14 Columbia Circle Drive, Suite 101 Albany, NY 12203	222640650	1000030448
PT68808 SBE	2	1-9	I.K. Systems, Inc. 7625 Main Street Fishers Victor, NY 14564	161326770	1100004373
PT68809	2	1-9	Idemia Identity & Security USA LLC 14 Crosby Drive, 2nd Floor Bedford, MA 01730	043320515	1100200065
PT68810 SBE	1	1, 2, 3	Idesco Corporation 37 W 26th St, 10th Floor New York, NY 10010	130867868	1000006068
PT68811 SBE	2	1, 2, 3	Intelli-Tec Security Services, LLC* 150 Eileen Way Syosset, NY 11791	113580229	1100004360

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68812	2	1-9	Intervid, Inc. 5111 Pegasus Court, Suite C Frederick, MD 21704	521368578	1000044914
PT68814 WBE SBE	2	1, 2, 3, 4	ITG Larson, Inc. 155 Lafayette Avenue White Plains, NY 10603	113395980	1100126890
PT68815 MBE SBE	2	1, 2, 3	J Fire Protection, Inc. d/b/a Star Fire Protection Co 224-50 Braddock Avenue Queens Village, NY 11428	201831870	1100082145
PT68816	2	1-9	Johnson Controls Fire Protection LP* 1399 Vischer Ferry Crescent Road Clifton Park, NY 12065	582608861	1000032326
* Johnson Controls Fire Protection LP is a disregarded entity of Johnson Controls US Holdings. Johnson Controls US Holdings' Employer Identification Number is 82-4176107. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Johnson Controls Fire Protection LP is the entity who holds Contract PT68816, has obtained and holds the NYS Fire Alarm and Security System Installer License (#12000327945), and is fully responsible for performance of duties under Contract PT68816.					
PT68817	2	1-9	Johnson Controls, Inc. 5757 North Green Bay Avenue Milwaukee, WI 53201-0591	390380010	1000040717
PT68818	2	1-9	Johnson Controls Security Solutions, LLC* 16 Jupiter Lane, Suite 5 Albany, NY 12205	581814102	1000018330
* Johnson Controls Security Solutions LLC is a disregarded entity of Johnson Controls US Holdings. Johnson Controls US Holdings' Employer Identification Number is 82-4176107. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Johnson Controls Security Solutions LLC is the entity who holds Contract PT68818, has obtained and holds the NYS Fire Alarm and Security System Installer License (#12000327404), and is fully responsible for performance of duties under Contract PT68818.					
PT68819	2	1-9	Kelley Brothers, LLC 317 E Brighton Avenue Syracuse, NY 13205	150511382	1000007335
PT68825	2	1-9	Linstar, Inc. 430 Lawrence Bell Drive Buffalo, NY 14221	161559780	1000008366
PT68826	1	8, 9	Logical Control Solutions 829 Phillips Road Victor, NY 14564	161475836	1100145291
PT68827	2	1, 2, 3, 5	LPC, Inc.* 7100 New Horizons Boulevard North Amityville, NY 11701	113181416	1000043279
*LPC, Inc. is a disregarded entity of B&G Industries, Ltd. B&G Industries, Ltd.'s Employer Identification Number is 113599104. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. LPC, Inc. is the entity who holds Contract PT68827 and is fully responsible for performance of duties under Contract PT68827.					
PT69004	2	6	Mahoney Notify-Plus, Inc. 15 Cooper Street Glens Falls, NY 12801	141590021	1000006857
PT68831 SBE	2	1-9	Metropolitan Data Solutions Management d/b/a Metropolitan Data Solutions 279 Conklin Street Farmingdale, NY 11735	113636486	1000006010

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT69233	2	1-9	Minuteman Security Technologies, Inc. 1 Connector Road Andover, MA 01810	043825865	1100231089
PT68833	2	1-9	Motorola Solutions, Inc. 123 Tice Boulevard, Suite 202 Woodcliff Lake, NJ 07677	361115800	1000031408
National Fire & Safety Solutions, Inc. has been assigned to Encore Holdings, LLC dba National Fire & Safety Solutions.					
PT68836 SBE	2	1, 2	NCD Communications, Inc. 103 Bridge Road Islandia, NY 11749	113363073	1000043310
PT68837 SBE	2	1, 2, 3, 4	Networked Educational Technologies, Ltd. d/b/a CSDNET 874 Montauk Highway Bayport, NY 11705	113410788	1100008294
PT68842 SBE	2	1, 2, 3, 4	Open Systems Metro NY, Inc. dba Open Systems Metro 258 Route 117 By-Pass Road Bedford Hills, NY 10507	270159093	1100014531
PT70149	2	1-9	Open Systems Northeast, Inc. 1 Fairchild Square, Suite 114 Clifton Park, NY 12065	923043883	1100298480
PT68847 SBE	2	1, 2, 3, 4, 5	Plugout LLC 33 Park Place Englewood, NJ 07631	510493362	1100120703
PT68844 SBE	2	1-9	Priority Connections, LLC 6260 South Bay Road Cicero, NY 13039	202004508	1000016603
PT68849	2	1-9	Response Technologies, Ltd. 9959 Cincinnati Dayton Road West Chester, OH 45069	311711254	1100156253
PT68850 SBE	2	1-9	Ronco Specialized Systems, Inc. 84 Grand Island Boulevard Tonawanda, NY 14150	161277982	1100007821
PT68855 SBE	2	1, 2, 3	Scarsdale Security Systems, Inc. 132 Montgomery Avenue Scarsdale, NY 10583	133139173	1100009505
PT68856	2	1, 2, 3	Schneider Electric Buildings Americas, Inc. 210 Meadowlands Parkway, Suite D Secaucus, NJ 07094	75-2066352	1000032568
PT68857	2	1-9	SecureWatch24 LLC d/b/a SW24 One Penn Plaza, Suite 4000 New York, NY 10119	200914683	1000044257
PT68859 SBE	2	1, 2, 3	Security Management Systems 18 Industrial Park Drive Port Washington, NY 11050	112477627	1000046971
PT68860	2	1-9	Siemens Industry, Inc. 100 Technology Drive Alpharetta, GA	132762488	1000006213
PT68863	2	1-9	Securitas Technology Corporation (Formerly known as Securitas Electronic Security, Inc.) 3800 Tabs Drive Uniontown, OH 44685	201044950	1000029878

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68775	2	1-4	Sourcepass Contemporary, LLC (Formerly known as Contemporary Computer Services, Inc.) 515 Broadhollow Road Melville, NY 11747	11-2339385	1000000513
* Sourcepass Contemporary, LLC is a disregarded entity of Sourcepass, Inc. (Parent/Owner). Sourcepass, Inc.'s Employer Identification Number is 861240702. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Sourcepass Contemporary LLC is the entity who holds Contract PT68775, has obtained and holds the Alarm Installer License #12000373542, and is fully responsible for the performance of duties under Contract PT68775.					
PT68864 SBE	2	1, 2, 3, 4, 5	Stratagem Security, Inc. 2 Westchester Plaza Elmsford, NY 10523	132781197	1000047038
PT68865 SBE	2	1-9	Suffolk Lock & Security Professionals, Inc. d/b/a SL Security Pros, Inc. 430 West Montauk Highway Lindenhurst, NY 11757	112518978	1000024240
PT68866 SBE	2	5, 7, 8	Syracuse Time & Alarm Co., Inc. 2201 Burnet Avenue Syracuse, NY 13206	161184747	1000003539
PT68868 SBE	2	1, 2, 3, 4, 5, 6, 7, 8	Technical Building Services, Inc. 12E Commerce Drive Ballston Spa, NY 12020	141625459	1000027547
PT68869 WBE SBE	2	7, 8, 9	Technical Systems Group, Inc. 1799 North Clinton Avenue Rochester, NY 14621	161189739	1000057163
PT68871 SBE	2	1, 2	Tomex Electronics, Inc. 22-62 45 th Street Astoria, NY 11105	113122941	1100128433
PT68873	2	1-9	Trane U.S. Inc. d/b/a Trane 45-18 Court Square Long Island City, NY 11101	250900465	1000030930
PT68875 SBE	2	1, 2	Tritech Security Systems, LLC dba Idesco Security Systems 625 Locust Street, Suite 300 Garden City, NY 11530	464958768	1100225614
PT69752 SBE	2	1-9	U&S Services, LLC* 95 Stark Street Tonawanda, NY 14150	815324510	1000275785
* U&S Services, LLC is a disregarded entity of Stark Holdings America, Inc. (Parent/Owner). Stark Holdings America, Inc.'s Employer Identification Number is 815324510. The Parent/Owner's Employer Identification Number is used for payment purposes under the Contract. U&S Services, LLC is the entity who holds Contract PT69752, has obtained and holds the NYS Fire Alarm and Security System Installer License (#12000364905), and is fully responsible for the performance of duties under Contract PT69752.					
PT68879	2	1-9	Unlimited Technology, Inc. 237 West 35 th Street, Suite 801 New York, NY 10001	232993877	1100005402
PT68881 SDVOB SBE	2	1-9	Virsig LLC 95 Seaview Boulevard, Suite 201 Port Washington, NY 11050	471416020	1100138580

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
 (See "Contract Payments" and "Electronic Payments in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

LOTS:

This Award consists of the following Lots:

LOT 1: Equipment Only

LOT 2: Systems & Solutions (Equipment, Installation, Integration, and Maintenance)

REGIONS:

This Award contains the Regions set forth below:

Regions	Counties	
Region 1	Nassau	Suffolk
Region 2	Bronx Kings New York	Queens Richmond
Region 3	Dutchess Putnam	Westchester
Region 4	Orange Rockland	Sullivan Ulster
Region 5	Albany Columbia Delaware Fulton Greene	Montgomery Otsego Rensselaer Schenectady Schoharie
Region 6	Clinton Essex Franklin Hamilton	Saratoga Warren Washington
Region 7	Cayuga Herkimer Jefferson Lewis Madison	Oneida Onondaga Oswego St. Lawrence
Region 8	Broome Chemung Chenango Cortland Livingston Monroe Ontario	Schuyler Seneca Steuben Tioga Tompkins Wayne Yates
Region 9	Alleghany Cattaraugus Chautauqua Genesee	Erie Niagara Orleans Wyoming

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

NOTE TO AUTHORIZED USERS:

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

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

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

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

State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ Contractor: _____

Describe Product* Provided (Include Item No., if available): _____

*Note: "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

Date: _____

Phone: _____

E-mail: _____

Please Return by Email to:
NYS Office of General Services
PROCUREMENT SERVICES
ogs.sm.sst_security@ogs.ny.gov
* * * * *

RESOLUTION NO. 190.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
Desantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

MEMORANDUM IN SUPPORT OF LEGISLATION

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

BILL NUMBER: Local Law _____

SPONSOR: Town Board Member Michael DeSantis

TITLE OF BILL:

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

PURPOSE OR GENERAL IDEA OF BILL:

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

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

SUMMARY OF PROVISIONS:

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

Key Features of Amendments

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

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

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

JUSTIFICATION:

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

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

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

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

LEGISLATIVE AUTHORITY:

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

FISCAL IMPLICATIONS:

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

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

EFFECTIVE DATE:

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



Department of State
Corporations, State Records & UCC

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

Local Law Filing

Pursuant to Municipal Home Rule Law §27

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

5 of the year 20 26

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

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

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

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

For Office Use Only

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

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

Local Law Filing

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

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

I hereby certify that the local law annexed hereto ascribed as local law number 5 of 2026 of the (County)(City)(Town)(Village) of ROTTERDAM was duly passed by the ROTTERDAM TOWN BOARD on JULY 08 2026 in accordance with the applicable provisions of law.

(Name of Legislative Body)

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

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

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

3. (Final adoption by referendum.)

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

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

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

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

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

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

Local Law Filing

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

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

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

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

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

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

(Seal)

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

(Date)

RESOLUTION NO. 191.26

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

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

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

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

DATED: July 8, 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: June 24, 2026
TO: John Polimeni, Town Supervisor
FROM: Peter Comenzo, Senior Planner
TITLE OF REQUEST: Issuance of Negative Declaration for Water Meter Installation Project
TOWN BOARD MEETING: July 8, 2026

Background Information:

The Town received a \$3,000,000 grant from the Green Innovation Grant Program (GIGP) in 2025 to fund Phase 1 of water meter installations. Phase 1 involves the installation of water meters in areas of Water District #5 that are connected to sanitary sewers. It is expected that the work will be completed by the end of 2027.

Evaluation/Analysis:

The Town is required by NYSDEC to meter all water customers in the current Water Withdrawal Permit. The Town plans to begin installing residential water meters (Phase 1) in Water District #5. The Town is required to conduct an environmental review of this action under NYCRR Part 617 State Environmental Quality Review.

Coordinated Review Agencies:

The New York State Environmental Facilities Corporation (EFC)
New York State Department of Environmental Conservation's (DEC) Region #4
The New York State Office of Parks, Recreation and Historic Preservation (OPRHP)
Schenectady County Health Department
New York State Department of Health
Schenectady County Department of Economic Development and Planning
New Your State Department of Transportation

Recommendation(s):

Town Board should consider establishing lead agency and issuing a Negative Declaration pursuant to NYCRR Part 617 – State Environmental Quality Review.

Attachment/Document(s):

SEQR Environmental Assessment Long Form (Parts 1 & 2)
Comments from Interested/Involved Agencies
Draft Negative Declaration as prepared by the Senior Planner

Compliance with Purchasing Policy:

N/A

Effect(s) on Existing Law(s):

NYCRR Part 617 – State Environmental Quality Review

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

Date: July 8, 2026

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

SEQRA Status:	Type I	☐
	Type II	☐
	Unlisted	☒

Conditioned Negative Declaration:	Yes	☐
	No	☒

Project Location: Town of Rotterdam Water Districts No. 3, 4, and 5

Project: Installation of water meters for municipally supplied water.

Reasons Supporting This Determination:
(See 617.7(a)-(c) for requirements of this determination)

This project is a Type 1 Action and the Town conducted as a SEQR coordinated review. The applicant has supplied a Long Environmental Assessment Form and the Town Board has or has caused to complete Part 2 of this checklist. The SEQR Review with the Town Board as lead agency is intended to evaluate the effects of this action and the as it relates to the installation of water meters in the Town of Rotterdam. The Town Board has determined that this SEQR review meets the requirements of any actions necessary to implement this effort.

The Town's water withdrawal permit with NYSDEC includes a condition requiring the Town to meter all sources and customers of municipal water within the Town. Currently, only the municipal wellfield sources and commercial and industrial users are metered. Therefore, the Town will be required to install meters for all residential users to comply with the NYSDEC requirement to meter all sources and customers. The Town of Rotterdam (Town) Board commissioned KB Engineering, P.C. (KB Engineering), to provide engineering services in connection with updating the Town's water metering plan. The report describes the evaluation, findings, and recommendations for implementation of a water metering plan within the Town's existing water systems. The Engineer's Opinion of Probable Cost for this project is \$31,814,000.

The Town received a \$3,000,000 grant from the Green Innovation Grant Program (GIGP) in 2025 to fund Phase 1 of water meter installations. Phase 1 involves the installation of water meters in areas of Water District #5 that are connected to sanitary sewers. It is expected that the work will be completed by the end of 2027.

Based on the submitted materials, public comment, and input from the Town Board, the Town completed or caused to be completed Part 2 of the Long Environmental Assessment Form and a Draft Negative Declaration dated July 8, 2026 was circulated for review and use by the Town Board in making this determination.

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

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

- (i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;
- (ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;
- (iii) the impairment of the environmental characteristics of a Critical Environmental Area.
- (iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;
- (v) the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;
- (vi) a major change in the use of either the quantity or type of energy;
- (vii) the creation of a hazard to human health;
- (viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;
- (ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;
- (x) the creation of a material demand for other actions that would result in one of the above consequences;
- (xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or
- (xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

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

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

At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY on the 8th day of July, 2026 hereby adopted this NEGATIVE DECLARATION pursuant to 6NYCRR PART 617, State Environmental Quality Review.

John Poilmeni
Town Supervisor

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For further information contact:

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

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Installation of residential water meters in Water District #5.		
Project Location (describe, and attach a general location map): Town of Rotterdam Water District #5		
Brief Description of Proposed Action (include purpose or need): The Town received a \$3,000,000 grant from the Green Innovation Grant Program (GIGP) in 2025 to fund Phase 1 of water meter installations. Phase 1 involves the installation of water meters in areas of Water District #5 that are connected to sanitary sewers. It is expected that the work will be completed by the end of 2027.		
Name of Applicant/Sponsor: Town of Rotterdam	Telephone: 518-355-7575 x-338	
	E-Mail: pcomenzo@rotterdamny.org	
Address: 1100 Sunrise Boulevard		
City/PO: Rotterdam	State: NY	Zip Code: 12306
Project Contact (if not same as sponsor; give name and title/role):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, ☒ Yes ☐ No or Village Board of Trustees	Rotterdam Town Board	July 2026
b. City, Town or Village ☐ Yes ☐ No Planning Board or Commission		
c. City, Town or ☐ Yes ☐ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☐ No		
e. County agencies ☐ Yes ☐ No		
f. Regional agencies ☐ Yes ☐ No		
g. State agencies ☒ Yes ☐ No	NYSDEC, NYS Environmental Facilities Corp.	
h. Federal agencies ☐ Yes ☐ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☒ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☐ Yes ☒ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☒ No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district?	☒ Yes ☐ No

b. Is the use permitted or allowed by a special or conditional use permit?	☐ Yes ☒ No
c. Is a zoning change requested as part of the proposed action? If Yes,	☐ Yes ☒ No
i. What is the proposed new zoning for the site? _____	
C.4. Existing community services.	
a. In what school district is the project site located?	Mohonasen & Schalmont School Districts
b. What police or other public protection forces serve the project site?	Municipal
c. Which fire protection and emergency medical services serve the project site?	Local Volunteer Fire District, Private Ambulance service
d. What parks serve the project site?	N/A

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential Water Meters	
b. a. Total acreage of the site of the proposed action?	N/A acres
b. Total acreage to be physically disturbed?	acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	N/A acres
c. Is the proposed action an expansion of an existing project or use?	☐ Yes ☒ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? %	Units:
d. Is the proposed action a subdivision, or does it include a subdivision?	☐ Yes ☒ No
If Yes,	
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)	
ii. Is a cluster/conservation layout proposed?	☐ Yes ☒ No
iii. Number of lots proposed?	
iv. Minimum and maximum proposed lot sizes? Minimum Maximum	
e. Will the proposed action be constructed in multiple phases?	☐ Yes ☒ No
i. If No, anticipated period of construction:	months
ii. If Yes:	
• Total number of phases anticipated	
• Anticipated commencement date of phase 1 (including demolition)	month year
• Anticipated completion date of final phase	month year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:	

f. Does the project include new residential uses? ☐ Yes ☒ No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☒ No If Yes,	
i. Total number of structures: _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☒ No If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____ 	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☒ No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
• Volume (specify tons or cubic yards): _____ • Over what duration of time? _____	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No	
If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? ☐ Yes ☐ No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☒ No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments?

☐ Yes ☒ No

If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?

☐ Yes ☒ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water?

☐ Yes ☒ No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?

☐ Yes ☐ No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project?

☐ Yes ☐ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site?

☐ Yes ☐ No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes?

☐ Yes ☒ No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities?

☐ Yes ☐ No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____	☐ Yes ☐ No ☐ Yes ☐ No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____ If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____	☐ Yes ☐ No
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____ If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size) ii. Describe types of new point sources. _____ iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ • If to surface waters, identify receiving water bodies or wetlands: _____ • Will stormwater runoff flow to adjacent properties? _____	☐ Yes ☒ No ☐ Yes ☐ No ☐ Yes ☐ No
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____ f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____ If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____ ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____	☐ Yes ☒ No ☐ Yes ☐ No
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____ If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	☐ Yes ☒ No ☐ Yes ☐ No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☐ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☐ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☐ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☐ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____		

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? If yes: i. Provide details including sources, time of day and duration: _____	☐ Yes ☒ No
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Describe: _____	☐ Yes ☐ No
n. Will the proposed action have outdoor lighting? If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____	☐ Yes ☒ No
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Describe: _____	☐ Yes ☐ No
o. Does the proposed action have the potential to produce odors for more than one hour per day? If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____	☐ Yes ☒ No
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____	☐ Yes ☒ No
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? If Yes: i. Describe proposed treatment(s): _____ _____	☐ Yes ☒ No
ii. Will the proposed action use Integrated Pest Management Practices?	☐ Yes ☐ No
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	☐ Yes ☒ No

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and coverts on the project site.

Land use or Covert	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	N/A		
• Forested	N/A		
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	N/A		
• Agricultural (includes active orchards, field, greenhouse etc.)	N/A		
• Surface water features (lakes, ponds, streams, rivers, etc.)	N/A		
• Wetlands (freshwater or tidal)	N/A		
• Non-vegetated (bare rock, earth or fill)	N/A		
• Other Describe: _____	N/A		

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☒ No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? ☐ Yes ☒ No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☒ No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☒ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☒ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
☐ Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☐ No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? _____ • Explain: _____	☐ Yes ☒ No												
E.2. Natural Resources On or Near Project Site													
a. What is the average depth to bedrock on the project site? _____	N/A feet												
b. Are there bedrock outcroppings on the project site? If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	☐ Yes ☒ No												
c. Predominant soil type(s) present on project site: _____	N/A _____ % _____ % _____ %												
d. What is the average depth to the water table on the project site? Average: _____ feet													
e. Drainage status of project site soils: ☐ Well Drained: ☐ Moderately Well Drained: ☐ Poorly Drained _____ % of site _____ % of site _____ % of site													
f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: ☐ 10-15%: ☐ 15% or greater: _____ % of site _____ % of site _____ % of site													
g. Are there any unique geologic features on the project site? If Yes, describe: _____	☐ Yes ☒ No												
h. Surface water features. i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☒ No ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☒ No If Yes to either i or ii, continue. If No, skip to E.2.i. iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☒ No iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border: none;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 50%;">Name _____</td> <td style="width: 40%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table> v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☐ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____		• Streams:	Name _____	Classification _____	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name _____	Approximate Size _____	• Wetland No. (if regulated by DEC)	_____	
• Streams:	Name _____	Classification _____											
• Lakes or Ponds:	Name _____	Classification _____											
• Wetlands:	Name _____	Approximate Size _____											
• Wetland No. (if regulated by DEC)	_____												
i. Is the project site in a designated Floodway? ☐ Yes ☒ No													
j. Is the project site in the 100-year Floodplain? ☐ Yes ☒ No													
k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No													
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☒ Yes ☐ No If Yes: i. Name of aquifer: Great Flats _____													

m. Identify the predominant wildlife species that occupy or use the project site: _____ N/A Residential Water Meters _____ _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☒ No If Yes: i. Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No If Yes: i. Species and listing: _____ _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☒ No	
If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☒ Yes ☐ No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☒ No	
If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☒ No	
If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☒ No	
If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Town of Rotterdam Date May 6, 2026

Signature *Peter Comenzo* Title Senior Planner

PRINT FORM

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]

Project : Water Metering Project

Date : July 8, 2026

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer **"Yes"** to a numbered question, please complete all the questions that follow in that section.
- If you answer **"No"** to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the whole action.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land

Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)

☒ NO

☐ YES

If "Yes", answer questions a - j. If "No", move on to Section 2.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐
h. Other impacts:		☐	☐

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) If "Yes", answer questions a - c. If "No", move on to Section 3. ☒ NO ☐ YES			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached:	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature:	E3c	☐	☐
c. Other impacts:		☐	☐

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) If "Yes", answer questions a - l. If "No", move on to Section 4. ☒ NO ☐ YES			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

I. Other impacts:		☐	☐
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. ☐ NO ☐ YES (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☒	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source:	D2c	☒	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☒	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☒	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☒	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☒	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☒	☐
h. Other impacts: Metering may encourage water conservation		☒	☐

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. ☒ NO ☐ YES (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100-year or a 500-year floodplain.	E2j, E5a, E5b	☐	☐
c. The proposed action may result in development in an area potentially affected by sea level rise.	E2k, E5c	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts:		☐	☐
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6. Impacts on Air and Climate

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) or generate greenhouse gas emissions over 10,000 metric tons of carbon dioxide equivalents (See Part 1. D.2.h)

☒ NO

☐ YES

If "Yes", answer questions a - i. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also have the potential to emit one or more regulated air contaminants at or above the following levels: i. More than 100 short tons/year of carbon monoxide (CO) ii. More than 100 short tons/year of oxides of nitrogen (NO _x) outside the NYC Metropolitan Area or Long Island OR 25 short tons/year within the NYC Metropolitan Area or Long Island iii. More than 100 short tons/year of particulate matter (PM-10, PM-2.5) iv. More than 50 short tons/year of volatile organic compounds (VOC) outside the NYC Metropolitan Area or Long Island OR 25 short tons/year within the NYC Metropolitan Area or Long Island v. More than 100 short tons/year of sulfur dioxide (SO ₂)	D2g D2g D2g D2g D2g	☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐
b. The proposed action has the potential to emit 10 short tons/year or more of any one designated hazardous air pollutant, or 25 short tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may include a heat source capable of producing more than 20 million BTUs per hour.	D2f, D2g	☐	☐
d. The proposed action may exceed 50% of any of the thresholds in "a" or "b", _____ above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of solid, hazardous, or hospital/medical/infectious waste.	D2f, D2s	☐	☐
f. The proposed action is subject to the Nonattainment New Source Review or Prevention of Significant Deterioration requirements discussed in 6 NYCRR Part 231.	D2g	☐	☐
g. The proposed action will emit more than 10,000 metric tons of CO ₂ equivalents per year.	D2h	☐	☐
h. A municipality adopted comprehensive or individual plan addressing climate change applies to the proposed action and the proposed action would materially conflict with the achievement of one or more goals of the plan related to climate change.	C2d	☐	☐
i. Other impacts:		☐	☐

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☒ NO ☐ YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____		☐	☐

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☒ NO ☐ YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources The land use of the proposed action is obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part I. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism-based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts:		☐	☐

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part I. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☒	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☒	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source:	E3g	☒	☐

d. Other impacts:		☒	☐
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☒	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☒	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property; or that may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☒	☐

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts:		☐	☐

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13.			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☒	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☒	☐
c. Other impacts:		☐	☐

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☒ NO

☐ YES

(See Part 1. D.2.j)

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts:		☐	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☐ NO

☒ YES

(See Part 1. D.2.k)

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☒	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☒	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☒	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☒	☐
e. Other Impacts: Decrease in water usage may use less energy at water pump stations		☒	☐

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☒ NO

☐ YES

(See Part 1. D.2.m., n., and o.)

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts:		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part I.D.2.q., E.1. d. f. g. and h.)
If "Yes", answer questions a - m. If "No", go to Section 17.

☒ NO

☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off-site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts:		☐	☐

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1, C.1, C.2, and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1e, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other:		☐	☐

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1, C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts:		☐	☐

19. Impact on Disadvantaged Communities			
The proposed project may impact a disadvantaged community. (See Part 1, E.4) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>		☒ NO ☐ YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Is the potentially affected disadvantaged community identified as having comparatively higher burdens or vulnerabilities by the Disadvantaged Community Assessment Tool?	E.4.c	☐	☐
b. The proposed action may create new air emissions or increase existing air emissions within a disadvantaged community.	D.2.f-i, E.4	☐	☐
c. The proposed action may create new wastewater treatment or discharges, or expand existing wastewater treatment or discharges, within a disadvantaged community.	D.2.d	☐	☐
d. The proposed action creates or expands a solid or hazardous waste management facility, or involves the generation of solid or hazardous waste, within or near a disadvantaged community.	D.2.r, D.2.s, D.2.t, E.1.f, E.1.g	☐	☐
e. The proposed action may increase traffic within a disadvantaged community.	D.2.j	☐	☐
f. The proposed action affects or involves one or more of the following facility types:	C.3.c, D.1.a, D.1.g, D.2.a, D.2.d, D.2.f, E.1.a, E.1.b, E.1.h, E.1.v, E.4	☐	☐
i. landfill;		☐	☐
ii. other industrial, manufacturing, or mining land uses;		☐	☐
iii. major oil or chemical bulk storage facility;		☐	☐
iv. municipal waste combustor;		☐	☐
v. power generation facility;		☐	☐
vi. risk management plan site;		☐	☐
vii. remediation site; or		☐	☐
viii. scrap metal processor.		☐	☐
g. Other impacts:		☐	☐

20. Future Physical Climate Risks

The proposed project may be vulnerable to future physical climate risks or increase the vulnerability of human or ecological communities to future physical climate risks.



NO



YES

(See Part 1. E.5)

If “Yes”, answer questions a - e. If “No”, proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is vulnerable to damage from a projected 100-year flood.	E2j, E5a	☐	☐
b. The proposed action is vulnerable to damage from a 500-year flood.	E2k, E5b	☐	☐
c. The proposed action is in an area potentially affected by sea level rise.	E5c	☐	☐
d. The proposed action may increase the vulnerability of human or ecological communities to the following:	E5d	☐	☐
i. drought		☐	☐
ii. temperature extremes (hot or cold)		☐	☐
iii. extreme storms, including high winds		☐	☐
iv. landslides		☐	☐
v. coastal erosion		☐	☐
vi. stormwater flooding		☐	☐
vii. other climate or weather hazards? If yes, describe: _____		☐	☐
e. Other impacts:		☐	☐

A Nice Place to Live"

"A Nice Place to Do Business"



*Town of Rotterdam
Department of Public Works
John F. Kirvin Government Center
1100 Sunrise Boulevard, Rotterdam, New York 12306*

May 26, 2026

TO: **Involved/Interested Agencies**

The New York State Environmental Facilities Corporation (EFC)
New York State Department of Environmental Conservation's (DEC) Region #4
The New York State Office of Parks, Recreation and Historic Preservation (OPRHP)
Schenectady County Health Department
New York State Department of Health
Schenectady County Department of Economic Development and Planning
New York State Department of Transportation

FROM: Town of Rotterdam Planning Commission

Re: *SEQR Lead Agency, Installation of water meters in areas of Water District #5, Town of Rotterdam, Schenectady County, New York*

To Whom It May Concern:

The Rotterdam Town Board wishes to establish itself as lead agency under SEQR for the environmental review of this application.

Please state your Agency's interest or concerns regarding selection of Lead Agency and potential impacts of the overall action. If we do not hear from your agency within thirty (30) days, we will assume that you have no comment on this action. Thank you for your time.

Sincerely,

Peter Comenzo

Peter Comenzo
Senior Planner
pcomenzo@rotterdamny.org
518-355-7575 x-338

Enclosures
**SEQR Long Form Part 1
Rotterdam Water Metering Evaluation Report**



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

MICHAEL G. ARTHUR, P.E.
Regional Director

June 24, 2026

Peter Comenzo, Senior Planner
Town of Rotterdam
Department of Planning & Zoning
1100 Sunrise Boulevard
Rotterdam, NY 12306

**Re: Residential Water Meter Installation Water District #5
Rotterdam Water District #5
Rotterdam, NY 12306**

Dear Peter:

The New York State Department of Transportation has reviewed the SEQR documentation received per the correspondence dated **May 26th, 2026**, and offers the following:

1. The NYSDOT acknowledges the **Rotterdam Town Board** will be designated as the Lead Agency for this environmental review. NYSDOT believes we are an **Interested** agency under SEQR.
2. This project proposes installing water meters within the Town of Rotterdam's Water District #5 in areas that are connected to sanitary sewers. This project is funded by the 3-million-dollar grant from the Green Innovation Grant Program (GIGP) and expected to complete at the end of 2027. The area includes multiple zoning districts ranging from Agricultural (A-1) to Retail Business (B-1) & Planned Residential Development (PRD).

Overall, this project well aligns with the Town of Rotterdam's town vision, as highlighted in the 2022 Comprehensive Plan Update. The plan recognizes that Water District #5 is lacking meters, with only a few commercial users in 2022 and that "the provision and installation of water meters on all service connections would assist in reducing the amount of water produced each day" (pg. IV-20).

3. At this time, NYSDOT would suggest following the recommendations that were highlighted in the Water Metering Evaluation Report and currently have no other comments.
4. The NYSDOT received an lead agency request, Full EAF, and Water Metering Evaluation Report on June 16th, 2026.

5. Please note that NYSDOT does not allow new development to directly discharge stormwater into the highway stormwater management system.

If you have any questions pertaining to the Utility Permit process or requirements, please contact Matt Haggerty at Matt.Haggerty@dot.ny.gov or (518) 461-3669. For questions about the Highway Work Permit process and requirements, contact Jim McNally, Regional Permit Engineer at Jim.McNally@dot.ny.gov or (518)-485-12232.

Sincerely,



Greg Wichser, P.E.
Regional Program and Planning Manager

cc: Jim McNally, Region 1 Traffic
Matt Haggerty, Region 1 Construction
Tom Cashdollar, Resident Engineer, Schenectady County
Brian Sleasman, Region 1 Design

WATER METERING EVALUATION REPORT

CWSRF #C4-5465-17-00

DWSRF #19967

WATER WITHDRAWAL PERMIT #4-4228-00294/00001

for the

TOWN OF ROTTERDAM

1100 Sunrise Boulevard
Rotterdam, New York 12306

Town Council

John Polimeni

Ron Schlag
Teri A. Gallucci
Michael DeSantis
Patty Matelitz
Megan Griffin

Supervisor

Deputy Supervisor/Council Member
Council Member
Council Member
Council Member
Town Clerk



Project No. 230403-000R
April 2026

TOWN OF ROTTERDAM

WATER METERING EVALUATION REPORT

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TOWN OF ROTTERDAM

WATER METERING EVALUATION REPORT

EXHIBITS CONTINUED

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P. ENGINEERING REPORT CERTIFICATION

TOWN OF ROTTERDAM WATER METERING EVALUATION REPORT

INTRODUCTION

The Town of Rotterdam (Town) Board commissioned KB Engineering, P.C. (KB Engineering), to provide engineering services in connection with updating the Town's water metering plan. The Town's water withdrawal permit includes a condition requiring the Town to meter all sources and customers. Currently, only the municipal wellfield sources and commercial and industrial users are metered. Therefore, the Town will be required to install meters for all residential users to comply with the NYSDEC requirement to meter all sources and customers. This report describes the evaluation, findings, and recommendations for implementation of a water metering plan within the Town's existing water systems. The Engineer's Opinion of Probable Cost for this project is \$31,814,000.

PROJECT BACKGROUND & HISTORY

SITE INFORMATION

The Town of Rotterdam Water Districts No. 3 & 4, (WD No. 3 & 4) serve Rotterdam Junction, while Consolidated Water District No. 5 (WD No. 5) serves the southeastern section of the Town of Rotterdam. Water Districts No. 1 & 2 no longer exist. The boundaries of each water district are delineated on the Overall Service Map contained in Exhibit A. This map also shows environmental justice areas located in the vicinity of the Town. Potential environmental justice areas were identified by the NYSDEC through results of the 2020 U.S. Census and receive priority scoring for grant funding.

The predominate soil type in Rotterdam Junction (WD No. 3 & 4) is Howard gravely silt loam, covering over 32% of the area. The predominate soil type in WD No. 5 is Colonie loamy fine sand, covering approximately 37% of WD #5. Most of this area has a depth to bedrock of more than 80 inches. The depth to water table varies throughout the area from approximately 12 inches to more than 80 inches. USDA Soil Maps for Water Districts No. 3 & 4, and for Water District No. 5 can be found in Exhibit B.

Rotterdam Junction is adjacent to the Mohawk River. The Base Flood Elevation for the area is 239.5 feet at the eastern end of Water District No. 4, and 257.0 feet at the western end of Water District No. 3 due to Lock 9 located at Bridge Street. According to FEMA Flood Mapping included in Exhibit C, the Base Flood Elevation adjacent to the Rotterdam Junction Well Field is 245.5 feet (the well field is located outside of Zone AE).

Water District No. 5 is all in Zone X, except for the well field which is adjacent to the Mohawk River. Zone X is defined by FEMA as an area outside of the 500-year flood and protected from 100-year floods. The Base Flood Elevation for the well field is 232.5 feet. FEMA Flood Mapping for Water District No. 5 is also included in Exhibit C.

TOWN OF ROTTERDAM WATER METERING EVALUATION REPORT

The Town has an excellent groundwater source located in the Great Flats Aquifer. The original well field (WD No. 3 & 4), located on Main Street, consists of two wells installed in the late 1940s. The Rice Road well field (WD No. 5), located on Rice Road, consists of five wells installed between the 1950s and 2010s. The NYSDEC water withdrawal permit issued in March 2026 allows the Main Street well field to produce up to 1.152 million gallons per day, and the Rice Road well field to produce up to 12 million gallons per day. The water withdrawal permit is included in Exhibit D.

OWNERSHIP & SERVICE AREA

All proposed improvements will take place in the Town of Rotterdam. New meter installations will take place within private residences by a contractor hired by the Town. Commercial and industrial users will be required to replace their existing meters per Town code requirements.

The current operator of the water system is Justin Peterson. He is certified under the NYS 1B Operator Certification Program.

All homes and businesses within the bounds of Water Districts No. 3 & 4 are serviced by the municipal water produced at the Main Street well field in Rotterdam Junction. All homes and businesses within the bounds of Water Districts No. 5 are serviced by the municipal water produced at the Rice Road well field in Rotterdam. The Town also has an intermunicipal agreement with the Town of Guilderland to sell 2 million gallons of water per day from Water District No. 5 to Guilderland. Interconnections also exist with the City of Schenectady and Town of Princetown water systems to provide water in the event of an emergency.

Water district boundaries will not be altered by the proposed improvements.

A review of United States Census Bureau statistics for the Town shows that the 2020 population of the Town was 30,521 persons. The US Census Bureau Quick Facts for the Town of Rotterdam provides an evaluation of population growth from 2010 to 2020 as 29,098 to 30,521. This estimates a growth of about 5%, or 1,423 persons, from 2010 to 2020.

EXISTING FACILITIES

Rotterdam's Water Districts No. 3 & 4 produced 94,349,500 gallons of water in 2024 according to the 2024 Annual Water Quality Report, with an average daily demand of 257,768 gallons. The wells are currently permitted to pump at the following approximate rates: Well No. 1 at 432,000 gallons per day (300 gpm), and Well No. 2 at 720,000 gallons per day (500 gpm). Therefore, the total permitted daily withdrawal is a maximum of 1.152 MGD.

Rotterdam's Water Districts No. 5 produced 1,502,473,000 gallons of water in 2024 according to the 2024 Annual Water Quality Report, with an average daily demand of 4,130,541 gallons. The wells are currently permitted to pump at the following approximate rates: Well No. 1 at 1.72 MGD (1,200 gpm), Well No. 2 at 2.99 MGD (2,083 gpm), Well No. 3 at 3.02 MGD (2,100 gpm),

TOWN OF ROTTERDAM

WATER METERING EVALUATION REPORT

Well No. 4 at 3.02 MGD (2,100 gpm), and Well No. 5 at 4.32 MGD (3,000 gpm). Therefore, the well field can theoretically pump 15 MGD, however, the total permitted daily withdrawal is a maximum of 12 MGD.

The 2024 Annual Water Quality Report is included in Exhibit E.

Presently the two wells at the Main Street well field (WD #3&4) have fully automated controls, such that well operations are activated based on the water levels of the single water tank in the distribution system. As the water level drops to a preset level in the storage tank, one pump will come on automatically, and operate until the tank is full. If the level of the water tank continues to drop with one pump in service, the second pump will start to keep up with water system demand. The two well pumps are rotated seasonally where the larger pump (Well No. 2) operates during the summer when demand is higher and the smaller pump (Well No. 1) operates during the winter when demand is lower. Both wells have been redeveloped within the past four years. See Exhibit F for a map of the well field.

The Rice Road well field (WD #5) operates with similar controls, with a lead pump and lag pump(s). The pumps are activated or shut down based on the water level in the Hamburg Street tank. See Exhibit F for a map of the well field.

Water produced from the Main Street well field is treated with sodium hypochlorite for disinfection and to maintain a chlorine residual in the distribution system. Water produced at the Rice Road well field is treated with gas chlorine for disinfection and sodium hexametaphosphate for corrosion control.

The overflow elevation of the water storage tank in Water Districts No. 3 & 4 is 405.51', and the overflow elevation in the water storage tanks (Hamburg St, May Ave, Helderberg Ave, Bernard St, and Elizabeth St) in Water District No. 5 is 478.0'.

DEFINITION OF THE PROBLEM

In the Town of Rotterdam, the only metered connections are services supplying water to commercial and industrial users. This means all residential users, which comprise over 95% of all connections throughout the Town, are unmetered. The Town's water withdrawal permit issued October 10, 2019 includes the following requirement: *"Meter All Sources and Customers: The permittee must install and maintain meters on all sources of supply used in the system and on all customer service connections supplied by the system. Source master meters are to be read, and records kept of those readings on a weekly basis. At a minimum, customer service meters are to be read, and records kept of those readings, at least once per year. The permittee must maintain records of production (master meter readings) and consumption (service meter readings) for each calendar year."*

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The water withdrawal permit also includes requirements to calibrate water meters, conduct water audits, and to develop a leak detection and repair program. NYS DEC considers these as important measures to conserve water. Water meters track consumption and can be used to identify potential leaks where water consumption is observed to be higher than usual. A water audit includes comparing water production data to water consumption data and identifying unaccounted for water and the potential reasons for water loss. A leak detection and repair program includes field investigation of the piping and hydrants in the water distribution system to identify leaks and repair them.

The Town does not currently have the ability to perform an accurate water audit. The only metered connections are the water source at the well field and all commercial and industrial users. This means that the quantity of water used by residential users, used for flushing, or used for firefighting is unknown. The majority of users in the Town are residential users, meaning a very large quantity of water is currently unaccounted for and unable to be tracked. The amount of water used for flushing and firefighting is small in comparison to that consumed by residential, commercial, and industrial users. Therefore, the installation of residential water meters will allow the Town to conduct much more accurate water audits.

Water leaks and losses are not only wasteful of a valuable natural resource but result in higher operating costs for the Town to produce water that is not consumed by users. The pumps used to draw groundwater into the distribution system consume electricity, and all water produced needs to be chemically treated to be safe for consumption. These are only a couple of operational items included in the cost of water production, and higher losses can lead to higher O&M costs for users.

Water meters can assist municipalities in assessing system demand and determining appropriate projects to maintain the system to serve demand. The data can also be used to fine tune system operations. For example, if water use data shows that demand is highest at 5PM, the water system operator can anticipate peak times and ensure that water storage tanks are full prior to the peak demand rather than running multiple pumps to keep up with demand.

Typically, the installation of water meters encourages users to consume less water. Lower consumption reduces stress on the water system and infrastructure. The reduced stress on the water system may lead to lower costs to maintain the system, and potentially less frequent capital improvement projects to address system deficiencies. Metering may lead to reduced O&M and debt costs in the future.

Pros and cons of metering are summarized in the following table.

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Table 1: Pros & Cons of Water Metering

Water Metering Pros	Water Metering Cons
• Allows a more accurate water system audit to be conducted. • Users are charged equitably based on the amount of water consumed. For example, a user in a 1-bedroom apartment will use less water than a user in a 4-bedroom single family home with a pool and irrigation system. • Leaks in the water system are easier to identify. • Water demand data allows for the assessment of water system operations and potential capital improvement projects to improve system function and reliability. • Water meters may result in less water consumption, resulting in lower water production costs (pumping, chemicals) and less stress on water infrastructure.	• High initial cost • Additional costs to maintain meters, including service, repairs, and additional personnel. • Access required inside users' homes for installation and maintenance of meters.

FINANCIAL STATUS

As of 2023, the Median Household Income (MHI) in the Town of Rotterdam, including Rotterdam Junction, is \$83,754, as compared to the New York State MHI of \$84,578 according to the NYS EFC 2023 ACS five-year average.

Users in Water Districts No. 3 & 4 are charged an annual water consumption charge of \$445.46 for each household. Users in Water District No. 3 & 4 pay \$131.04 in debt costs for a project that constructed a water storage tank on Rynex Corners Road. Water District No. 4 users pay an additional \$342.11 in debt costs on a previous DWSRF project in District No. 4.

Users in Water District No. 5 are charged an annual water consumption charge of \$87.49 for each household. Water District No. 5 users also pay \$16.46 in debt costs for a system wide water project that included tank painting, water main replacement, and the installation of a chlorine building at the Rice Road well field.

The Town is also currently in the design phase of a proposed \$20M Wastewater Treatment Plant (WWTP) Upgrade and for a proposed \$6M sewage pump station improvement project where the sewer service area also includes users in Water District No. 5. These users will also be impacted by the debt on the WWTP Upgrade Project. The \$20M WWTP Upgrade Project received a New

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York State Environmental Facilities Corporation Water Infrastructure and Improvement Act Grant in the amount of \$4.76M and a STAG Grant in the amount of \$960,000, and will also require market rate loan of \$14.28M at a rate of 4.5% for 30 years. This will compound the debt service fees for this area of the Town. The anticipated sewer debt rate increase for the WWTP upgrade project is \$200 per year, and the increase for the sewage pump station project is \$80 per year.

The Town is also pursuing two water improvements projects, one project in WD #5 and one project in WD #3 & 4. The project in WD #5 is proposed to cost \$34,000,000 and will be financed with a 2.5% 30-year loan. The assumed 2.5% loan is based on EFC providing a subsidized loan. This project will result in an additional \$115.79 in debt charges once completed. The project in WD #3 & 4 is proposed to cost \$8,577,000 and will be financed with a 0% 30-year loan. The assumed 0% loan is based on EFC determining that Rotterdam Junction is eligible for hardship funding. This project will result in an additional \$443.26 debt charge once completed.

Existing water and sewer user costs, as well as the number of debt and O&M units in each district, are shown in the table below. For WD #5, the costs shown depict users who are also included in Sewer District #2.

Table 2: Existing and Proposed User Costs (Excluding Metering)

	Water District #3	Water District #4	Water District #5
Existing Water O&M	\$445.46	\$445.46	\$89.82
Existing Water Debt	\$131.04	\$473.15	\$16.46
Existing Sewer O&M	-	-	\$385.08
Existing Total User Cost	\$576.50	\$918.61	\$491.36
Proposed Sewer Debt	-	-	\$280.00
Proposed Water Debt	\$443.26	\$443.26	\$115.79
Proposed Total User Cost	\$1,019.76	\$1,361.87	\$887.15
Debt Units	607	38	14,029
O&M Units	520	37	14,029

ALTERNATIVES ANALYSIS

The alternatives considered to install water meters on all residential connections include an alternative to meter all connections with AMR (automated meter reading) data collection, an alternative to meter all connections with AMI (advanced metering infrastructure) data collection, and a no action alternative. No alternatives for performing a water audit or a leak detection and repair program are presented in this report, as these items do not require additional upgrades to the Town's existing water infrastructure beyond the installation of water meters.

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Common to both meter installation alternatives, all residential users will have a new meter installed. All existing commercial and industrial users will have to replace their existing water meters at their own expense based on Section 267-9.1.1 of the Town of Rotterdam code.

For residential water meter installations, there are expected to be a few different installation conditions. The majority of homes have their water service enter in the basement of the home, and a water meter will be installed in this location. A diagram of a typical basement installation is included in Exhibit G. There are also many homes that are built on a concrete slab and do not have a basement. These homes require a meter pit to allow installation of a meter outside of the home in the ground. A diagram of a typical meter pit is included in Exhibit H.

As residential users are not currently metered, new water meters will need to be cut into the existing service line or require the installation of additional piping instead of simply swapping out an existing meter. The installation of new water meters will require a meter horn. A meter horn is a device that reduces the length of pipe and fittings required to install a new meter in an existing run of pipe. Meter horns can be provided in different configurations including a plain horn, horns with integral ball valves, and horns that contain integral ball valves and check valves. Should check valves be provided, expansion tanks should also be provided to relieve pressure on the user side of the check valve from expansion caused by hot water heaters. A diagram of a typical meter horn installation is included in Exhibit I.

All existing commercial and industrial users already have a water meter on their service connection. Many of these meters are older, and not compatible with newer AMR or AMI meter reading technology. Currently, these meters are read in person, which requires a Town representative to visit each site and record the meter reading. For this reason, all commercial and industrial meters should be replaced to be compatible with newer technology and to improve the meter reading process for Town personnel. As mentioned above, these users will replace their existing meter at their own expense.

The table below includes an estimate of the required meter sizes across both alternates presented above.

Table 3: Water Metering Details

Water Meter Size	Estimated No. of Proposed Meters (Residential & Commercial)
5/8"	10,600
3/4"	625
1"	10
1-1/2" and Larger	5
Total:	11,240

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The Neptune Mach 10 water meter is proposed as a basis of design and for the preparation of cost estimates as it has been adopted as the Town standard by resolution in March 2026. The Mach 10 water meter is a positive displacement meter that meets AWWA Standard C700. Product information sheets for the meter and accessories used as the basis of design are included in Exhibit J. The Sensus iPERL meter was also considered, however, the cost per service for the Sensus meter was greater than the Neptune meter. The Neptune Mach 10 is rated for submersion, both inside metering pits and for basement installations in a flood zone.

The proposed Neptune Mach 10 water meter is compatible with both AMR and AMI systems.

Alternate 1 – Meter all Connections with AMR Data Collection

AMR technology uses a reader that can be mounted inside of a Town work vehicle and receives data from a transmitter when driven within close proximity of the meter. The reading received includes the flow reading and also includes flags or alarms that provide a status of any issues at the meter. Flags and alarms can include reverse flow or no flow. With AMR technology, approximately one thousand readings can be taken per hour by driving past the meter locations in a vehicle equipped with a reader. To complete all readings throughout the Town, it is assumed that 16 man hours would be required to complete a single reading of all meters. Meters should be read on a quarterly basis at a minimum.

As part of this alternative, the Town would need to hire additional personnel to take meter readings. The Town does not currently have the manpower for the existing water and sewer department personnel to complete this additional responsibility. This alternative assumes the Town would hire one full-time employee to take meter readings. This employee may also be responsible for maintaining all meters throughout the Town.

Alternate 2 – Meter all Connections with AMI Data Collection

AMI technology uses either radio or cellular communications to transmit readings from the water meter to a receiver every fifteen minutes. The readings also include flags or alarms similar to AMR readings. If radio communication is used, collectors will need to be mounted in elevated locations, typically on municipal water storage tanks. Cellular communication would only require a SIM card and cellular connection. An AMI system can also include a customer portal where users can log in to track their water usage and to view any flags associated with their account.

AMI readings are provided in real time and do not require a dedicated Town employee to collect meter readings. While the Town may still need additional personnel to maintain water meters throughout the Town, meter readings will be taken automatically. Real time measurements also have the advantage of monitoring alarms in real time rather than only when readings are collected. This will allow the Town to notify residents of any potential issues when they happen so that they can be addressed immediately. By addressing any potential issues immediately, the amount of water lost through residential plumbing issues can be minimized.

Cellular infrastructure will be required to be installed in central locations at sufficiently high elevations to collect data from each meter. As part of the construction contract for meter

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installation, a study may be performed to confirm proper cellular coverage is available throughout the Town. Water storage tanks are a typical location where this infrastructure can be installed. Some water tanks in the Town are already equipped with cell tower equipment. Installation of cellular infrastructure on water storage tanks can complicate tank repainting projects. This should be considered if additional cellular infrastructure is required when determining potential locations to install this equipment.

No Action

Should no action be taken to install water meters, the Town will fall out of compliance with the current water withdrawal permit. Due to the absence of meters from a majority of users, it would continue to be difficult for the Town to identify the quantity of unaccounted for water that is lost to leaks in the system. While the Town has begun work on a leak detection program, unaccounted for water will continue to cost the Town additional O&M funds to run pumps longer, and to use more treatment chemicals than necessary. Water meters would also provide an additional incentive for users to conserve water. This is another potential way for the Town to lower O&M costs as unmetered users may be using more water than is necessary as the existing penalty for consuming extra water is minimal.

LEAK DETECTION PROGRAM

The Town developed a leak detection program for all three water districts which began in September 2023 and ended in March 2025, with field investigations conducted throughout the entirety of Water Districts No. 3, 4, and 5. The first phase of the program discovered 11 leaks in Water Districts No. 3 & 4, and 37 leaks in Water District No. 5. Leak detection in Water District No. 5 continued in 2024 with an additional 40 miles of water main inspected under Phase 2 and discovered 32 leaks. In 2025 the remaining 62 miles of water mains in Water District No. 5 were investigated under Phases 3, 4, and 5 of the program and 73 leaks were detected, resulting in a total of 153 leaks across all the water districts.

The leaks detected were predominantly at hydrants followed by service lines and then water mains. The total continuous flow in gallons per minute (GPM) that is lost due to the leaks was estimated to be 393 GPM or 566,000 gallons per day. The total cost to repair all leaks found in Water Districts No. 3 & 4 and Water District No. 5 are \$231,400 and \$3,216,200 respectively. See Exhibit K for a detailed leak detection summary.

We recommend that the Town concentrate their efforts on repairing the numerous water leaks before pursuing metering the entire Town as it would have an immediate impact on reducing known water waste. In the future, the entire water system will be surveyed within a 5-year cycle by completing 20% per year through five phases of work. After the end of the fifth year, the cycle will be repeated for another five years.

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COST ESTIMATE

To determine the most cost-effective alternatives for recommendation, project costs for each alternative were prepared and then converted to an annual debt cost based on a 30-year bond at 5% interest as shown in the tables below. More detailed cost estimates for each alternative are attached in Exhibit L.

The detailed cost estimates have been broken out into eight phases to show the approximate number of flow meters that can be installed in \$4 million dollar stages to match the proposed GIGP grant funding scenario. It is assumed that one phase will be completed each year, and installation costs are assumed to increase 4.5% per year to account for inflation. Each separate phase includes a 30% contingency. Soft costs including engineering, legal, and administrative costs have also been allocated to each separate phase based on 20% of the total construction costs throughout the entire project. A larger portion of the overall soft costs have been allocated to the first phase to account for the preliminary design phase as the first phase will require additional engineering effort than subsequent phases to develop preliminary plans and specifications that will cover future phases.

For the “No Action” alternative, it is assumed that the Town will spend approximately \$150,000 per year to produce water that is lost to leaks and is not ultimately consumed by users, firefighting activities or the hydrant flushing program. For comparison purposes, the Capital Project Cost of this alternative is presented as a lump sum that could be borrowed over a 30-year term at 5% interest with an annual payment equal to the assumed annual cost of unaccounted for water.

The total estimated cost for both alternates (Alternates 1 & 2) presented in this report are summarized in the tables below. Projected user costs for water meter installation are presented in the tables below based on the best-case funding scenario, most likely funding scenario, and the worst-case funding scenario. Since water meters will be installed throughout the entire Town, the debt and O&M costs are divided equally between all users across all three water districts. The best-case scenario is that the Town receives 75% grant funding for all residential meter installation. As the GIGP program will only fund water meters for users connected to an existing municipal sanitary sewer system, the most likely funding scenario is that the Town will receive 75% grant for the users within Sewer District #2 or served by the City of Schenectady. This will cover approximately 6,625 residential users. Under this scenario grant funding would be used during the first four phases of meter installations. The Town would fund the required 25% match for GIGP grant funding and fund the project in the rest of the Town outside of a sewer district with a market rate loan for 30 years at 5% interest. The worst-case scenario would be that no grant funds are received.

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Table 4: Projected User Costs for Best Case Funding Scenario (75% Grant)

Item	Water District No. 3		Water District No. 4		Water District No. 5	
	Alternate 1	Alternate 2	Alternate 1	Alternate 2	Alternate 1	Alternate 2
User Cost (From Table 2 Above)	\$1,019.76	\$1,019.76	\$1,361.87	\$1,361.87	\$887.15	\$887.15
Leak Repairs (See Exhibit K)	\$23.34	\$23.34	\$23.34	\$23.34	\$14.91	\$14.91
Water Metering Debt	\$18.99	\$19.26	\$18.99	\$19.26	\$18.99	\$19.26
Water Metering O&M	\$16.41	\$16.37	\$16.41	\$16.37	\$16.41	\$16.37
Projected Total User Cost	\$1,078.50	\$1,078.73	\$1,420.61	\$1,420.84	\$937.46	\$937.69
Projected User Cost (Excluding Sewer)	-	-	-	-	\$272.38	\$272.61

Table 5: Projected User Costs for Most Likely Case Funding Scenario (75% Grant for Sewer District #2 Users)

Item	Water District No. 3		Water District No. 4		Water District No. 5	
	Alternate 1	Alternate 2	Alternate 1	Alternate 2	Alternate 1	Alternate 2
User Cost (From Table 2 Above)	\$1,019.76	\$1,019.76	\$1,361.87	\$1,361.87	\$887.15	\$887.15
Leak Repairs (See Exhibit K)	\$23.34	\$23.34	\$23.34	\$23.34	\$14.91	\$14.91
Water Metering Debt	\$50.39	\$49.84	\$50.39	\$49.84	\$50.39	\$49.84
Water Metering O&M	\$16.41	\$16.37	\$16.41	\$16.37	\$16.41	\$16.37
Projected Total User Cost	\$1,109.90	\$1,109.31	\$1,452.01	\$1,451.42	\$968.86	\$968.27
Projected User Cost (Excluding Sewer)	-	-	-	-	\$303.78	\$303.19

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Table 6: Projected User Costs for Worst Case Funding Scenario (No Grant)

Item	Water District No. 3		Water District No. 4		Water District No. 5	
	Alternate 1	Alternate 2	Alternate 1	Alternate 2	Alternate 1	Alternate 2
User Cost (From Table 2 Above)	\$1,019.76	\$1,019.76	\$1,361.87	\$1,361.87	\$887.15	\$887.15
Leak Repairs (See Exhibit K)	\$23.34	\$23.34	\$23.34	\$23.34	\$14.91	\$14.91
Water Metering Debt	\$75.95	\$77.03	\$75.95	\$77.03	\$75.95	\$77.03
Water Metering O&M	\$16.41	\$16.37	\$16.41	\$16.37	\$16.41	\$16.37
Projected Total User Cost	\$1,135.46	\$1,136.50	\$1,477.57	\$1,478.61	\$994.42	\$995.46
Projected User Cost (Excluding Sewer)	-	-	-	-	\$329.34	\$330.38

In the most likely funding scenario, the new annual costs to the typical user are below the 2026 threshold for water of \$1,218 that would require review by the NYS Comptroller's Office, except for the user cost in Water District No. 4. The GIGP grant program will only fund a maximum of \$3 million per grant application with a \$1 million match required for a total project cost of \$4 million per grant cycle. The Town intends to apply for GIGP funding each year to complete the project in phases of approximately \$4 million each until all residential users have received a water meter.

Some users within Water District #5 are also burdened with sewer costs, and as shown in the tables above, are projected to pay nearly \$1,000 per year for water and sewer if no grant funding is received. Due to the high projected user costs across each district, grant funding is necessary for this proposed water metering project to be affordable to users.

A life cycle cost analysis was also prepared to compare Alternate 1 and Alternate 2 and is included in Exhibit M. A list of assets and maintenance costs provided under each alternative that will incur costs in the future, along with their projected life span, present estimated replacement cost, and projected estimated salvage value are summarized in the table below.

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WATER METERING EVALUATION REPORT

Table 7: Life Cycle Cost Analysis Components

Item	Alternate 1	Alternate 2	Life Span	Projected Salvage Value
Capital Cost	\$31,368,000	\$31,814,000	Initial Installation	N/A
Water Meter Battery Replacement	\$1,000	\$1,000	20 years	\$100
Water Meter O&M	\$230,000	\$230,000	Annual	N/A
Work Truck	\$80,000	\$80,000	15 years	\$15,000
Work Truck O&M (Alt 1)	\$9,425	\$8,700	Annual	N/A
Cell Equipment	-	\$750,000	30 years	\$75,000
Cell Equipment Removal During Tank Painting	-	\$300,000	15 years	N/A

Each component in the table above is described in more detail below.

Capital Cost – Includes the capital cost of the initial water meter installation to be performed in eight phases. It is assumed that each subsequent phase will be completed the following year. Detailed cost estimates for each individual phase for each alternative are included in Exhibit L.

Water Meter Battery Replacement – This item assumes that the battery for each water meter will be replaced 20 years after its initial installation. Water meter battery replacement quantities follow the same projected quantities for each phase under the initial water meter installation over the course of eight years. Meters installed in Phase 1 will have their battery replaced in year 21, meters installed in Phase 2 will have their battery replaced in year 22, etc.

Water Meter O&M – Once all meters have been installed in year 8, it is assumed that the Town will then begin performing O&M tasks to maintain all residential meters throughout the Town. The costs for O&M include salaries for a metering technician and metering administrator as described later in this report, as well as \$50,000 in annual maintenance costs.

Work Truck – This item includes replacement of the work truck used by the metering technician at year 15 and year 30.

Work Truck O&M – The costs to maintain the metering technician's work truck are included in this item. The current federal mileage rate of \$0.725 per mile was applied over an assumed 12,000 miles per year. For Alternate 1, it is assumed that the work truck will travel an additional

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1,000 miles throughout the year to perform meter readings. For Alternate 1, it is assumed that this item will begin immediately as the work truck would be required to take meter readings to confirm proper equipment operation before all meters are installed. For Alternate 2, this item is assumed to begin accumulating costs in year 8 once all residential meters have been installed.

Cell Equipment – The cellular equipment used to complete meter readings under Alternate 2 is assumed to be replaced every 30 years. It is also assumed that cellular equipment will be installed on three water tanks at a cost of \$250,000 each with a salvage value of \$25,000 each.

Cell Equipment Removal During Tank Painting – As the cellular equipment is assumed to be installed on existing water tanks, the equipment will need to be temporarily removed during water tank painting projects. The assumed cost for cell equipment removal is \$100,000 per tank to occur once every 15 years.

Annual expenses for each item were calculated over the course of 30 years with an inflation rate of 4.5% per year. A table showing the calculated annual expenses is included in Exhibit M. The annual expenses were converted to their present worth. The present worth for each of the 30 years was then summed together and converted into an equivalent annual cost for each alternative. The equivalent annual costs for each alternative are summarized in the table below.

Table 8: Life Cycle Cost Analysis Equivalent Annual Costs

Item	Alternate 1	Alternate 2
Total Present Worth	\$41,007,618	\$42,660,011
Equivalent Annual Cost	\$2,667,604	\$2,775,095

The equivalent annual cost for each alternative is similar with Alternative 2 costing an additional \$107,491, or an additional 4% per year.

NON-MONETARY FACTORS

When considering improving municipal infrastructure, it is always crucial to consider the health of the population, environment, and impacts on the community. Water meters are one of NYS DEC's preferred methods to promote water conservation. As previously stated, water meters can be used to quantify the difference between water produced and water consumed. Meters can also function as a tool to encourage users to consume less water. The reduced water production can reduce the Town's impact on the environment in a couple different ways; reduced strain on the aquifer and reduced demand for electricity and chemicals at the well fields that are necessary to produce potable water.

SUMMARY AND COMPARISON OF ALTERNATIVES

The following table provides a summary of the alternates discussed in this report and the associated pros and cons of each.

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Table 9: Alternative Analysis

Project Component	Pros	Cons
1. Meter all Connections with AMR Data Collection	Complies with Water Withdrawal Permit Conditions. Allows Town to perform water audits and identify potential leaks. Does not require the installation of additional cellular infrastructure throughout the Town.	New meters need to be cut in. Some users will require meter pits (where there are no basements). Data is collected on a quarterly basis instead of in real time. Requires a Town employee to collect data.
2. Meter all Connections with AMI Data Collection	Complies with Water Withdrawal Permit Conditions. Allows Town to perform water audits and identify potential leaks. AMI Data Collection provides water usage data and alarms from all customers in real time. Customers can be notified in real time of any alarms or unusual consumption data.	New meters need to be cut in. Some users will require meter pits (where there are no basements). Requires the installation of cellular infrastructure in central locations of Town to read meters.
3. No Action	No upfront costs.	Water leaks will continue to be difficult to find or quantify, leading to increased O&M costs to produce water that is not ultimately consumed. Town will be out of compliance with Water Withdrawal Permit Conditions

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WATER METERING EVALUATION REPORT

RECOMMENDED ALTERNATIVE

Alternatives were reviewed and the recommended alternative selected on the basis of life cycle costs, ease of data collection, and the ability of the existing Town forces to collect and review water meter readings and alarms.

Alternate 2 – Meter all Connections with AMI Data Collection – is recommended for the following reasons. AMI technology provides more frequent data than AMR at 15 minutes intervals through a cellular connection while AMR only provides data when meters are read. This will not require any Town employees to drive through the water district to take readings, reducing stress on the Town's resources and allowing existing Town employees to continue to operate and maintain the water systems. Users will be able to access a web-based portal for users to log in and view their water usage data in real time. The web-based data will also include flags to indicate any issues with the water service or system (no flow, reverse flow, etc.). This allows issues to be discovered earlier than AMR technology and be addressed quickly.

Alternate 1 was not selected because of the extra man hours that would be required for a Town employee to drive throughout the Town to collect readings for an AMR system. Obtaining data every quarter under this alternative was also considered to be a major disadvantage over Alternate 2. The inability to access metering data in real time is a disadvantage that could potentially lead to excess water being lost to waste from plumbing leaks. As the costs for both alternatives are similar, the convenience of Alternate 2 in data collection in real time was a major factor in the alternate selection process.

In order to be eligible for WQIP funding, it is assumed that grant funded water meter installation will begin at properties within an existing municipal sanitary sewer district. As Water Districts numbers 3 & 4 do not serve homes on municipal sewer, Sewer District #2 rolls were referenced to identify eligible properties in Water District #5. Properties serviced by City of Schenectady sewers were also identified. The rolls show 6,625 users within these sewer districts. The estimated costs shown in Table 5 for the most likely funding scenario above assume that the first 6,625 meters installed will be funded with 75% grant through GIGP funding and the remaining meters will be installed using a 5% interest loan.

METERING ADMINISTRATION

Water metering will require some adjustments to the Town's water department to accommodate maintenance and oversight of all meters throughout the Town. The water department does not have the capacity to perform their current responsibilities and to maintain the new water meters. Therefore, it is recommended that the Town establish a water metering department. This will include the hiring of a meter technician to maintain, repair, and service all water meters throughout the Town as needed. The Town should also hire a metering administrator to assist with billing customers and ordering spare parts and new meters as needed. The metering administrator is anticipated to be a part time employee working approximately 15 – 20 hours per week.

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WATER METERING EVALUATION REPORT

The meter technician should be provided with a work truck stocked with spare meters and standard fittings for repair. Additional spare meters should be stored to allow for faulty or malfunctioning meters to be replaced by the meter technician. It is recommended that initially a quantity of 100 spare meters be stored. This is approximately 1% of the total meters that will be installed throughout the Town. Recordkeeping for each account should be stored within the provided AMI software and managed by the metering administrator. Records kept will include the volume of water usage, and any flags or alarms associated with each account. It is anticipated that the Town's existing administrative personnel will be trained on the AMI software including how to access records and generate bills. The table below presents estimated costs associated with establishing a water metering department. These costs have also been included in the life cycle cost analysis discussed above.

Table 10: Metering Department Estimated Costs

Item	Estimated Cost
Metering Technician Annual Salary	\$130,000
Metering Administrator Annual Salary	\$50,000
Work Truck	\$80,000
100 Spare Meters	\$100,000
Miscellaneous Spare Parts	\$100,000
Total:	\$460,000

Maintenance of water meters will also include periodic calibration and testing of all water meters to ensure accurate readings. As stated in 16 CRRNY 500.1, the frequency of meter testing depends on the size of the meter as shown in the table below. There are two parameters that define when a meter should be tested; the length of time since the last test was conducted and the volume of water registered since the last test, whichever occurs first. For meters 3-inches and larger, tests are only based on the time since the previous test. Testing meters is important to ensure accuracy in metering and that all users are being charged equitably for water consumption. General test procedures can be found in AWWA Manual M6.

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WATER METERING EVALUATION REPORT

Table 11: Meter Test Frequency

Meter Size	Test Frequency	Interval Between Test Registration
5/8-inch	15 years	1,500,000 gallons
3/4-inch	15 years	2,000,000 gallons
1-inch	5 years	2,000,000 gallons
1-1/2-inch	4 years	3,000,000 gallons
2-inch	4 years	7,000,000 gallons
3-inch	3 years	-
4-inch	2 years	-
6-inch and larger	1 year	-

The intent is to submit this project as part of an application for funds through the Green Innovation Grant Program (GIGP), through the New York State Environmental Facilities Corporation every year to obtain grant funds to implement the project in a phased approach. Water meter installation is an eligible action under the “Water Efficiency” portion of the GIGP program. GIGP grants can provide a maximum of 75% of eligible project costs up to a maximum grant amount per application of \$3 million if the municipality meets MHI criteria for grant funds. If MHI criteria is not met the maximum grant amount is 50%. In 2025 the MHI criteria stated that municipalities where the MHI is equal to or less than \$90,000 were eligible for a 75% grant up to a maximum grant amount per application of \$3 million. The MHI of the Town of Rotterdam is \$83,754, therefore the Town would likely be eligible for up to 75% grant up to a maximum grant amount per application of \$3 million for the next round of GIGP funding. As mentioned previously, the GIGP program will only provide grant funds to install meters in residences that are also served by municipal sanitary sewers. Residential properties that meet this criterion will be prioritized to ensure meter installations eligible for grant funds are installed first. There are no other grant programs that fund the installation of water meters in New York State at this time.

METER INSTALLATION

The installation of water meters will be phased as funds become available and is planned to begin in neighborhoods with older homes that have municipal sanitary sewer service. A total of eight phases of water meter installations is proposed to allow the Town to apply annually for grant funds to complete meter installations throughout the Town. Subsequent phases will work from older neighborhoods in the Town, predominantly to the west, towards newer neighborhoods to the east. This will allow customers with the potential to have older and less efficient plumbing fixtures in their homes to review their water usage before the installation of water meters is

TOWN OF ROTTERDAM

WATER METERING EVALUATION REPORT

complete across the Town. The Town may also inform these users how much water they are consuming and what their water bill would be if water billing based on consumption were in effect. This will give these homeowners the opportunity to replace any inefficient plumbing fixtures if they choose. As meter installations progress, the Town may also use this time to refine the procedure to notify users of any alarms the flow meters produce including high flows and reverse flows.

Due to the size of the Town's existing Water & Sewer Department, the Town does not have the manpower to complete the installation of water meters using Town forces. Therefore, the installation of water meters will be publicly advertised for bids to obtain a qualified contractor with prior relevant experience to complete the meter installations. Separate contracts will be bid for water meter procurement and for water meter installation. As water meters will be installed in a phased approach throughout the Town as funds become available, the contract may be provided with a renewal clause so that subsequent phases do not require additional bid periods expediting the time it takes to install all meters.

The Town will be amending the Town code to require new homes to install the Town designated water meter at their own cost during construction. Therefore, any new homes constructed in the future will not be included in this project.

ALLOCATING WATER SYSTEM COSTS TO CUSTOMERS

Water rates should be set up to enable the Town to generate enough revenue from water users such that the cost to produce water, including O&M, debt, and capital costs, are recouped from users. Costs to produce water include, but are not limited to, pumping costs, water treatment costs, debt service for capital improvement projects, and fire protection costs.

There are two methods of allocating revenue requirements to system costs discussed in *AWWA Manual M1 Principles of Water Rates, Fees, and Charges*: the Base-Extra Capacity Method and the Commodity-Demand Method.

Base-Extra Capacity Method

The Base-Extra Capacity Method divides costs into four categories of cost components: base costs, extra capacity costs, customer costs, and direct fire protection costs.

Base Costs include expenses related to providing the average demand of the system and can include O&M expenses, treatment, pumping, and distribution facilities.

Extra Capacity Costs are those costs associated with meeting the peak demand of the system, including O&M expenses and capital costs to provide water at a rate higher than the average rate. Extra capacity costs can include the same components as base costs.

Customer Costs include expenses incurred to serve water system customers including meter capital costs, meter maintenance, meter reading, billing, accounting, customer service, and collecting fees.

TOWN OF ROTTERDAM

WATER METERING EVALUATION REPORT

Direct Fire Protection Costs are expenses associated with providing fire protection in the system. These costs usually include fire hydrants, hydrant leads, and hydrant valves.

When using this method, care must be taken to determine how to split total costs between base costs and extra capacity costs for applicable components (O&M, treatment, etc.). In a simple example, the costs are proportionally split based on the ratio of average day demand to maximum day demand. Costs can also be split further to include maximum hour demand. For example, if the Town's average day demand is 7 million gallons, the maximum day demand is 10 million gallons, and the maximum hour demand is 15 million gallons, the costs would be allocated as follows: 47% to base costs ($7 \text{ mgd} / 15 \text{ mgd}$), 20% to maximum day costs $[(10 \text{ mgd} - 7 \text{ mgd}) / 15 \text{ mgd}]$, and 33% to maximum hour costs $[(15 \text{ mgd} - 10 \text{ mgd}) / 15 \text{ mgd}]$.

Commodity-Demand Method

The commodity-demand method also divides costs into four main components: commodity costs, demand costs, customer costs, and direct fire protection costs.

Commodity Costs are costs which vary depending on the amount of water that is produced. These costs usually include the cost of treatment chemicals and electrical power.

Demand Costs are expenses to provide facilities that will meet the peak system demand. Demand costs can include the pumping, treatment facilities, and distribution system necessary to provide water, and their O&M costs. These costs are either assigned to the maximum day demand or to the maximum hour demand.

Customer Costs are the same as defined above for the Base-Extra Capacity Method.

Direct Fire Protection Costs are the same as defined above for the Base-Extra Capacity Method.

When using the commodity-demand method, costs must be carefully allocated between commodity costs and demand costs. In the Commodity-Demand method, costs are not usually split between different cost components or categories. Unlike the Base-Extra Capacity Method, in the Commodity-Demand method, the demand costs are usually assigned 100% to the maximum day demand, or 100% to the maximum hour demand.

The recommended method for assigning costs to users is the Base-Extra Capacity method. This method is a better fit for the Town of Rotterdam water system than the Commodity-Demand Method, because there is extensive data available for historic average and peak flows at the well fields, and their relationship with each other can be calculated.

Customer Classes

The costs discussed above are distributed to water users based on their Customer Class. Users are grouped into different classes to differentiate their service characteristics and demand patterns. The water usage of a single-family residential home will vary greatly from that of an industrial manufacturing plant. The four main customer classes that apply to the Town of Rotterdam are as follows:

TOWN OF ROTTERDAM WATER METERING EVALUATION REPORT

Residential – One- and two-family dwellings.

Commercial – Multifamily apartment buildings and nonresidential, nonindustrial businesses.

Industrial – Manufacturing and processing establishments.

Outside Users – Water users served outside of the bounds of the Town Water Districts. For the Town of Rotterdam water system, the Town of Guiderland would be considered an outside user.

The total annual water use in thousands of gallons and the average rate in thousands of gallons per day can be listed for each class. This information will be used to assign costs to each different customer class and are considered “base units”.

Each customer class is assigned its own peaking factor to account for the different relationships between average and maximum day or maximum hour demands across classes. For example, residential users may have a larger peaking factor applied to account for high demands from lawn irrigation during the early morning or late evening hours than an industrial user who may consume water at a relatively constant rate throughout the day.

The costs for water meters may also vary across different user classes based on the size of the water service. For example, residential users typically require 5/8-inch meters where a commercial user may require a 3/4-inch meter. To account for the additional cost of installing larger size meters, an equivalent meter size ratio based on investment may be established. The ratio for the smallest meter in the system is set at 1.0 and the ratio increases from there for larger meters based on the difference in costs between the larger meter and smallest meter.

The number of customer units includes two components: equivalent meters and services and the number of bills. Equivalent meters and services are determined by applying the equivalent meter size ratio to the number of meters of each respective size in each class. The number of bills is the total number of bills issued annually to each customer class.

Unit Costs

The total costs determined when evaluating the revenue requirements for O&M, and other costs are divided by the water usage figures (base, extra capacity, customer costs, etc.) to obtain a unit cost, usually in cost per thousand gallons. The unit costs can then be multiplied by the amount of water consumed, and by the number of units assigned to each user to generate a water bill.

Debt costs are typically divided by the total number of units in the system and then multiplied by the number of units assigned to each user. This approach provides an equitable split of debt costs between all users as the distribution system is intended to benefit all users equally. This prevents some users from paying more for capital projects than other users, which could happen if based solely on water usage.

Rate Structure

Currently, water users are charged a fixed fee for water use as the majority of users are not metered. This fixed fee is used to cover the Town’s budgeted expenses related to the water

TOWN OF ROTTERDAM

WATER METERING EVALUATION REPORT

system and serving customers. Once water meters are installed a different type of rate structure should be implemented based on water usage to more equitably charge users.

Current water rates for residential users are shown in the table below:

Table 12: Current Water Rates

Water District	Water District No. 3	Water District No. 4	Water District No. 5
Existing Consumption Charge	\$445.46	\$445.46	\$87.49
Debt Charge ⁽¹⁾	\$131.04	\$473.15	\$16.46
Total Bill	\$576.50	\$918.61	\$103.95

Note (1): Debt charges based on 2024 Town Budget and number of debt units per District.

According to the *NYSDEC Water Conservation Manual*, the declining block rate is a typical rate structure. In this type of rate structure, a minimum charge is applied to cover the base volume of water consumed. Water consumption above the base volume is charged at a lower unit cost per gallon. The justification for this type of rate is that as water consumption increases the unit cost to produce the water decreases. The initial block in this type of rate structure may exceed the utilities cost to produce the water while the tail block rates may be less than the cost to produce water. A disadvantage of this type of rate structure is that it encourages wasteful water use and results in small users subsidizing large users.

An example of this is shown in the example structure below:

- [a] Minimum charge including first 75,000 gallons: \$25.
- [b] Next 112,500 gallons at \$0.14 per 750 gallons.
- [c] Next 187,500 gallons at \$0.13 per 750 gallons.
- [d] Remainder at \$0.12 per 750 gallons.

The opposite of the declining block rate is the inverted block rate. Inverted block rates are set up similar to declining block rates except the unit costs are higher above the base volume of water consumed. This type of rate is intended to promote conservation as user costs increase above the cost of water production as consumption increases. As a result, average and peak demands may decrease as users decrease water consumption for unnecessary activities to avoid higher fees.

An example of an inverted block rate is shown in the example structure below:

- [a] Minimum charge including first 75,000 gallons: \$25.
- [b] Next 112,500 gallons at \$0.35 per 750 gallons.
- [c] Next 187,500 gallons at \$0.40 per 750 gallons.

TOWN OF ROTTERDAM WATER METERING EVALUATION REPORT

[d] Remainder at \$0.45 per 750 gallons.

In a block rate, the initial block can be used to cover the base costs as described above, while the tail block(s) can be used to cover extra capacity costs. Once meters are installed, usage data can be used to more accurately assign the volume of water consumed to each customer class. The total volume consumed by each class can then be divided by the number of users in each class and applied to the rate structure to ensure customers are charged equitably for the amount of water they consumed based on the different usage patterns between customer classes. Due to a lack of available consumption data, the proposed rates in this report are the same across each customer class. Once residential water usage can be documented following meter installation, this may be revised to charge commercial and industrial users at a higher rate based on the difference in consumption between residential users and commercial and industrial users.

Draft proposed rates for all three water districts in the Town were developed based on the declining block rate and inverted block rate structure. Under each of these types of rate structures three scenarios were analyzed, for a total of six rate structures included in this report. The three scenarios include (1) O&M and debt included in the base rate, (2) Only O&M included in the base rate with separate debt charge, and (3) Merged O&M across districts with separate debt charge. These rate structures are included in Exhibit N.

To develop rate structures, the Town's 2024 budget for each water district was reviewed to determine revenue requirements. The budget items were broken down into debt service, fixed O&M (base) costs, and variable O&M (extra capacity) costs. Debt service includes loan payments for previous capital improvements projects. Fixed O&M costs include costs that are independent of the amount of water used including administrative costs, employee salaries, and insurances. Variable O&M costs include costs that may fluctuate based on demand including chemical costs, electrical costs, and transmission and distribution costs. For all rate structures fixed O&M costs are included in the base rate to ensure that enough revenue is collected to cover these costs as they do not depend on the volume of water consumed. Variable O&M costs are spread between the base rates and tail blocks at various costs per 1,000 gallons based on the rate type.

It is also assumed that the base usage for all customers is 75,000 gallons per year, based on an average usage of approximately 200 gallons per day per unit.

The first water rate scenario (Scenario A) includes the fixed O&M costs and debt costs as part of the base rate. The base rate also includes a portion of variable O&M costs. Variable O&M costs are assigned based on the total value of variable O&M costs divided by the total consumption for the year 2023 in gallons to determine a cost per gallon for these items.

The second water rate scenario (Scenario B) is similar to the first, however, debt costs have been removed from the base rate and are charged separately. Variable O&M costs are split between the base and tail block rate in the same manner as the previous scenario. This is a more equitable rate as the number of O&M units a user is assigned does not necessarily equal the number of debt units. There is also the case of vacant properties that are typically charged a debt service but are not charged for O&M costs. Debt charges are also different across each of the three water

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districts. Including debt service as a separate charge from O&M costs will simplify the Town's process to bill customers across districts and ensure that users pay the actual cost of debt.

The third water rate scenario (Scenario C) is similar to the second scenario where debt service is charged separately, but the third scenario combines O&M costs across each district. The total fixed O&M costs and variable O&M costs across all three districts are divided by the total number of O&M units across all three districts. Variable O&M costs are split between the base and tail block rate in the same manner as the previous two scenarios. Since O&M is split evenly amongst all Town users, this ensures that all users pay the same amount for all Town water and DPW employees for time spent keeping both water systems running.

The rate per 1,000 gallons consumed for the tail block of each rate were determined based on whether a declining block rate (Rate 1) or inverted rate structure (Rate 2) would be used. For a declining block rate, the tail block rate is based on the actual cost per gallon of the variable O&M costs. The total amount of water consumed in 2023 and the Town's 2024 budget were used to determine costs. The intent is thus to charge water customers at the actual cost to produce the water. For an inverted block rate, a 20% surcharge is included in the tail block above the cost per gallon charged under the base rate. The 20% increase over the base rate represents a surcharge to provide water to customers during peak demand as the tail block is charged for consumption above the base consumption.

It should also be noted that the inverted block rates proposed in this report are projected to generate revenue above what is required. This additional revenue in these scenarios may be added to a water reserve fund to help fund capital improvement projects and repairs when necessary. The rate calculations also assume that water use will remain the same with an inverted block rate, however, it is likely that users will reduce water consumption once higher water bills are issued. This may require some iterations of the rate structure to ensure that the revenue generated is equal to the costs to operate each water system, if a revenue surplus is not desired.

A separate rate for commercial and industrial users has not been proposed at this time because as stated above, there is not enough data available to compare the consumption of residential users to commercial and industrial users. Only commercial and industrial users are currently metered so there is no data available to show the consumption habits of residential users.

The table on the next page includes the base and tail block components of each rate structure analyzed in this report. The letter "A", "B", and "C" refer to the three rate scenarios described above, while the number "1" denotes a declining block rate and the number "2" denotes an inverted block rate.

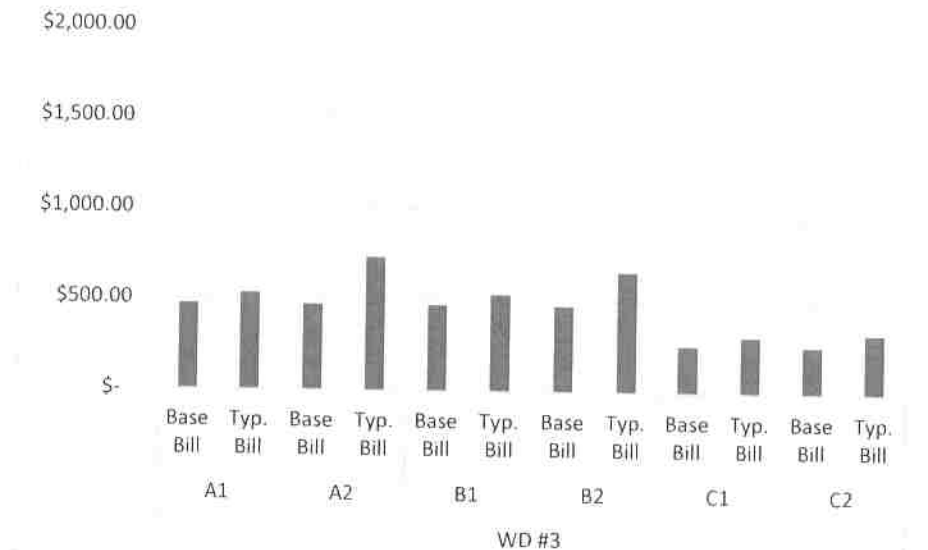
TOWN OF ROTTERDAM WATER METERING EVALUATION REPORT

Table 13: Proposed Rate Structures – Water District No. 3

	A1	A2	B1	B2	C1	C2
Debt	-	-	\$131.04	\$131.04	\$131.04	\$131.04
Base Rate (\$/1,000 gal)	\$6.31	\$6.31	\$4.56	\$4.56	\$1.71	\$1.71
Tail Block Rate (\$/1,000 gal)	\$1.76	\$7.57	\$1.76	\$5.47	\$1.50	\$2.06
Bill at Base Rate (75,000 gal consumption)	\$473.10	\$473.10	\$473.10	\$473.10	\$259.76	\$259.76
Typical Bill ⁽¹⁾	\$533.88	\$734.25	\$533.88	\$661.92	\$311.51	\$330.81

Note: (1) Based on estimated consumption of 300 gallons per day per unit.

WD #3 Proposed Water Rates



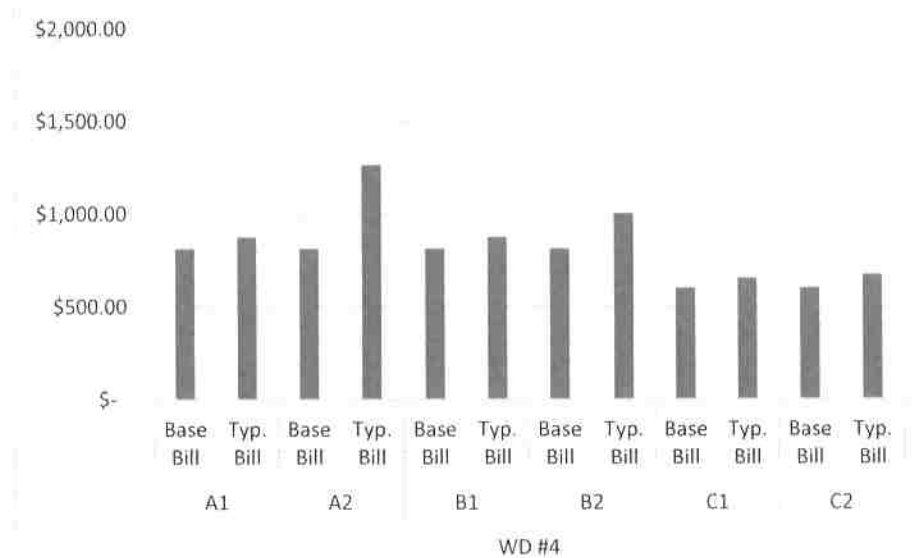
TOWN OF ROTTERDAM WATER METERING EVALUATION REPORT

Table 14: Proposed Rate Structures – Water District No. 4

	A1	A2	B1	B2	C1	C2
Debt	-	-	\$473.15	\$473.15	\$473.15	\$473.15
Base Rate (\$/1,000 gal)	\$10.87	\$10.87	\$4.56	\$4.56	\$1.71	\$1.71
Tail Block Rate (\$/1,000 gal)	\$1.76	\$13.04	\$1.76	\$5.47	\$1.50	\$2.06
Bill at Base Rate (75,000 gal consumption)	\$815.21	\$815.21	\$815.21	\$815.21	\$601.87	\$601.87
Typical Bill ⁽¹⁾	\$875.99	\$1,265.21	\$875.99	\$1,004.03	\$653.62	\$672.92

Note: (1) Based on estimated consumption of 300 gallons per day per unit.

WD #4 Proposed Water Rates



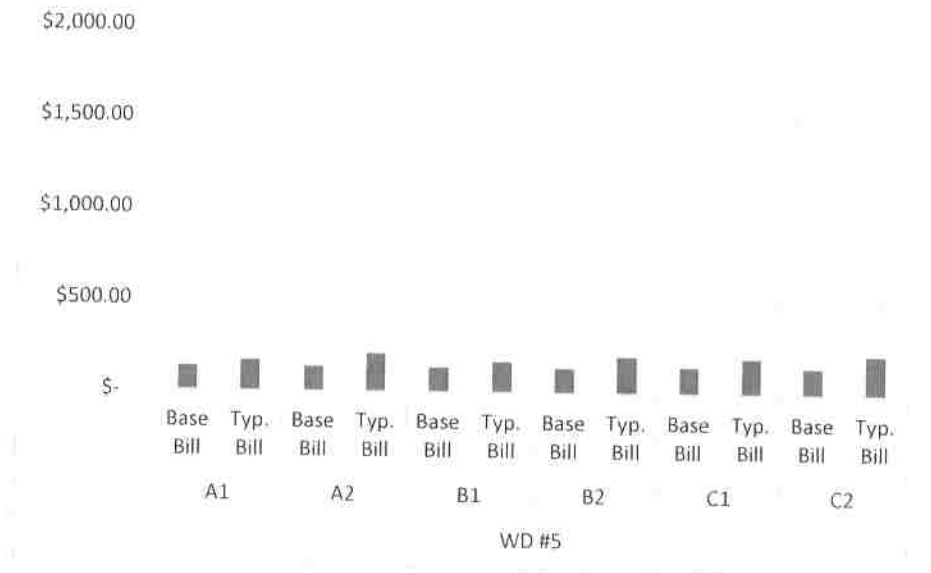
TOWN OF ROTTERDAM WATER METERING EVALUATION REPORT

Table 15: Proposed Rate Structures – Water District No. 5

	A1	A2	B1	B2	C1	C2
Debt	-	-	\$16.46	\$16.46	\$16.46	\$16.46
Base Rate (\$/1,000 gal)	\$1.80	\$1.80	\$1.58	\$1.58	\$1.71	\$1.71
Tail Block Rate (\$/1,000 gal)	\$0.98	\$2.16	\$0.98	\$1.90	\$1.50	\$2.06
Bill at Base Rate (75,000 gal consumption)	\$135.01	\$135.01	\$135.01	\$135.01	\$145.18	\$145.18
Typical Bill ⁽¹⁾	\$168.67	\$209.53	\$168.67	\$200.44	\$196.93	\$216.23

Note: (1) Based on estimated consumption of 300 gallons per day per unit.

WD #5 Proposed Water Rates



TOWN OF ROTTERDAM

WATER METERING EVALUATION REPORT

The pros and cons of each rate structure are summarized in the table below.

Table 16: Pros and Cons of Proposed Rate Structures

Rate Structure	Pros	Cons
A1	Fees charged reflect the actual cost of producing water and serving customers.	- Does not encourage conservation. - Including debt in the base rate may complicate billing.
A2	- Excess revenue can be put in a water reserve fund to pay maintenance and capital improvement costs. - Higher bills encourage conservation of water and may reduce costs to maintain the water system.	- Results in the highest typical user bill out of all proposed rate structures. - Higher cost may be unaffordable for residents in WD #3 & 4
B1	- Debt costs are distributed more equitably - Reduced Base Rate	Does not encourage conservation.
B2	- Excess revenue can be put in a water reserve fund to pay maintenance and capital improvement costs. - Higher bills encourage conservation of water and may reduce costs to maintain the water system. - Debt costs are distributed more equitably - Reduced Base Rate	Higher cost may be unaffordable for residents in WD #3 & 4
C1	- O&M Costs are split evenly among all Town water users. - Cost to typical users in Water Districts No. 3 & 4 is more affordable.	Does not encourage conservation.

TOWN OF ROTTERDAM

WATER METERING EVALUATION REPORT

Table 16 Cont.: Pros and Cons of Proposed Rate Structures Cont.

Rate Structure	Pros	Cons
C2	• Excess revenue can be put in a water reserve fund to pay maintenance and capital improvement costs. • Higher bills encourage conservation of water and may reduce costs to maintain the water system. • O&M Costs are split evenly among all Town water users. • Cost to typical users in Water Districts No. 3 & 4 is more affordable.	• Customers may pay more than the cost to provide water.

Rate structure C1 is recommended as it provides the lowest typical user costs. As mentioned above, users across all three districts are already burdened with high costs for water, and in some cases sewer. Rate structure C1 provides the most affordable water rates to all customers while generating enough revenue to cover the Town's water production costs.

PROPOSED SCHEDULE

The metering program is estimated to take eight years from the beginning of the program to full implementation. A proposed bar chart schedule is included in Exhibit O. A brief summary of tasks presented in the bar chart schedule is as follows:

Task 1 – Secure Phase 1 Funding – This task will include obtaining funding for the first phase of meter installations, including any necessary bond resolutions.

Task 2 – Preliminary Design Phase – Includes selection of preferred water meter, finalization of an Engineer's Opinion of Probable Costs, and plans and specifications to be used for the meter installations. This phase will also include any necessary environmental reviews, permit applications, and funding agency technical review of plans and specifications. As all work will occur within residences or in areas previously disturbed by water service installations, environmental permitting required for this project is not expected to comprise a significant amount of time in the project schedule.

Task 3 – Public Education & Involvement – Public education is an important step in ensuring that users understand not only the requirements for water metering, but also the benefits that water

TOWN OF ROTTERDAM

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metering can provide. Public involvement is also important because homeowners will need to grant access to their property for meter installation. This task may include holding public hearings during Town Board meetings and public informational meetings to discuss the benefits of water metering and the proposed implementation in the Town of Rotterdam.

Task 4 – Develop Policies, Procedures, and Regulations – The Town has begun drafting a Water Meter Policy and Procedures document. As the metering plan progresses through the various tasks, it may become necessary to update the draft policy accordingly.

Task 5 – Detailed Design Phase – Final plans and specifications for the installation of water meters throughout the entire Town will be developed. The design may be updated for future phases of meter installations based on field conditions observed under Phase 1 of meter installations.

Task 6 – Bid, Award, and Construction Phase – The plans and specifications developed under Task 5 for water meter installations will be bid and awarded to the selected contractor. It is anticipated that the contract will include a clause to allow the Town to renew this contract with the selected contractor for subsequent future phases of meter installations.

Task 7 – Phase 1 Meter Installation – This task will include construction phase activities of the first phase of water meter installations.

Task 8 – Phase 2 Meter Installation – This task will include applying for funding, securing funding, detailed design, and construction phase activities of the second phase of water meter installations.

Task 9 – Phase 3 Meter Installation – This task will include applying for funding, securing funding, detailed design, and construction phase activities of the third phase of water meter installations.

Task 10 – Phase 4 Meter Installation – This task will include applying for funding, securing funding, detailed design, and construction phase activities of the fourth phase of water meter installations.

Task 11 – Phase 5 Meter Installation – This task will include applying for funding, securing funding, detailed design, and construction phase activities of the fifth phase of water meter installations.

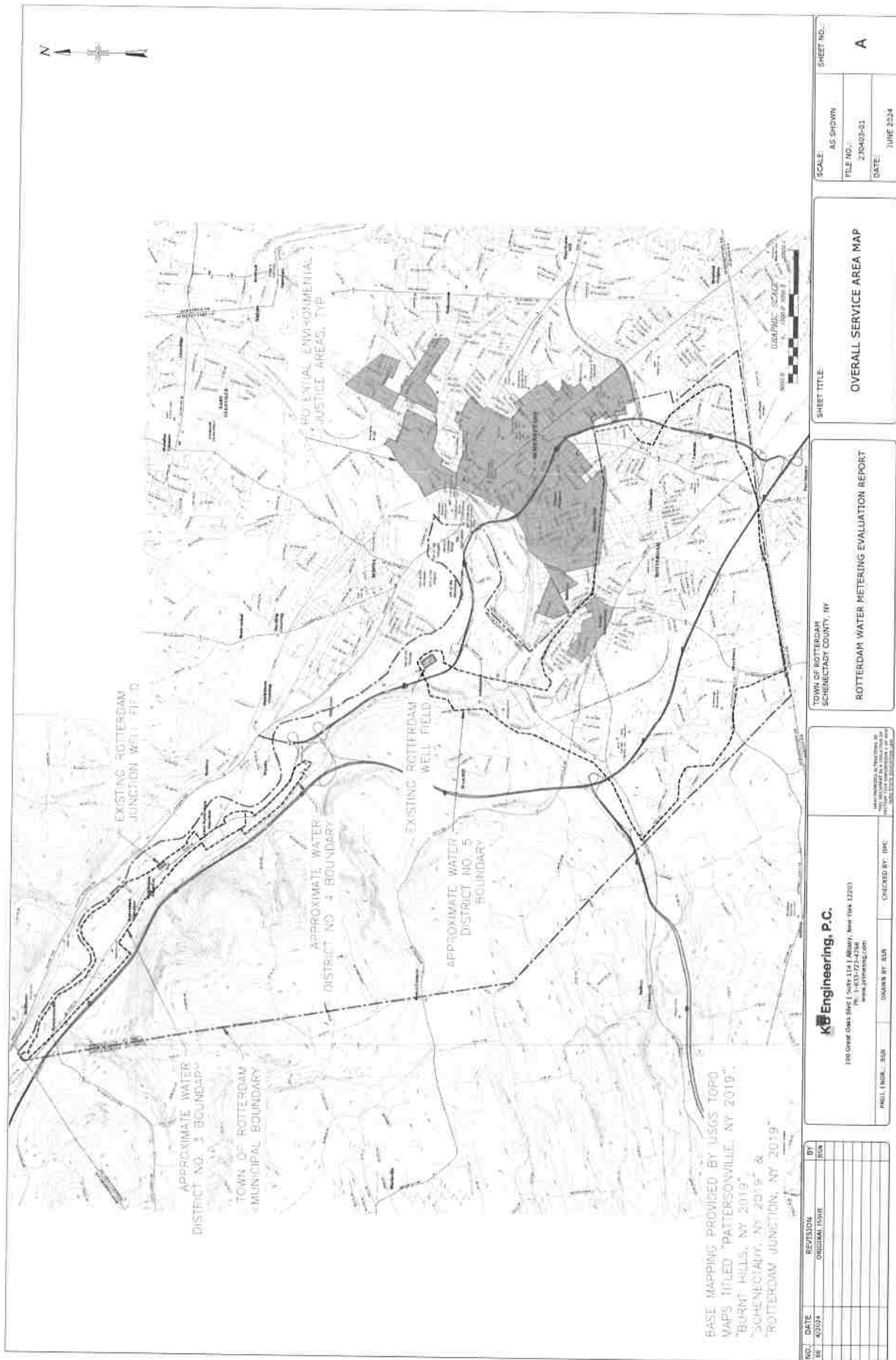
Task 12 – Phase 6 Meter Installation – This task will include applying for funding, securing funding, detailed design, and construction phase activities of the sixth phase of water meter installations.

Task 13 – Phase 7 Meter Installation – This task will include applying for funding, securing funding, detailed design, and construction phase activities of the seventh phase of water meter installations.

TOWN OF ROTTERDAM WATER METERING EVALUATION REPORT

Task 14 – Phase 8 Meter Installation – This task will include applying for funding, securing funding, detailed design, and construction phase activities of the eighth phase of water meter installations.

EXHIBIT A
OVERALL SERVICE MAP



NO.	DATE	REVISION	BY
00	4/20/24	ORIGINAL ISSUE	SKN

KB Engineering, P.C.
 100 Great Oaks Blvd | Suite 101 | Albany, New York 12203
 PH: 1-833-721-4344
 www.kbeng.com

PHOTO: SKN DRAWN BY: SKN CHECKED BY: DMC

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TOWN OF ROTTERDAM
 SCHENECTADY COUNTY, NY

ROTTERDAM WATER METERING EVALUATION REPORT

SHEET TITLE

OVERALL SERVICE AREA MAP

SCALE: AS SHOWN

FILE NO.: 230403-01

DATE: JUNE 2024

SHEET NO. A



**Department of
Environmental
Conservation**

KATHY HOCHUL
Governor

AMANDA LEFTON
Commissioner

June 25, 2026

Peter Comenzo, Senior Planner
Town of Rotterdam Department of Public Works
1100 Sunrise Blvd
Rotterdam, New York 12306
Emailed to: pcomenzo@rotterdamny.org

Re: Lead Agency Coordination Response
Town of Rotterdam
Rotterdam Water Metering Project
Various Locations
Town of Rotterdam, Schenectady County

Dear Peter Comenzo:

This letter responds to your correspondence received by the New York State Department of Environmental Conservation on May 26th, 2026, regarding lead agency coordination for the project referenced herein, under Article 8 (State Environmental Quality Review – SEQR) of the Environmental Conservation Law (ECL) and 6 NYCRR Part 617. The New York State Department of Environmental Conservation (DEC) has the following interest in this project:

Name of Action: **Rotterdam Water Metering Project**
DEC Contact Person: Maranda Welch, Environmental Analyst I
SEQR Classification: ☐ Type I ☒ Unlisted ☐ Type II

DEC Position: Based on the information provided:

- ☒ DEC has no objection to your agency assuming lead agency status for this action.
- ☐ DEC wishes to assume lead agency status for this action.
- ☐ DEC needs additional information to respond (see comments).
- ☐ DEC cannot serve as the lead agency because it lacks jurisdiction in this action.

****The DEC must be notified immediately if the project/proposed action scope changes or the Environmental Assessment Form (EAF) is revised.***

Possible DEC Permitting Requirements

Freshwater Wetlands Program

Portions of New York State-regulated freshwater wetlands and their adjacent areas may be located within the project area. Although some limited activities are exempt from permitting, most activities that disturb a wetland or its 100-foot adjacent area require a permit from DEC under the Environmental Conservation Law (ECL) Article 24, Freshwater Wetlands. Information on regulated activities within freshwater wetlands and adjacent areas is available on DEC's website (see [Regulated Activities](#)), which contains examples of regulated activities and those exempt from wetland permits.

DEC's amended Article 24, Freshwater Wetlands Jurisdiction and Classification regulations (6 NYCRR Part 664), took effect on January 1, 2025. To determine whether the property contains regulated freshwater wetlands, the project sponsor must submit a request for a Parcel Jurisdictional Determination (Parcel JD). A Parcel JD is a determination made by DEC about whether a property contains regulated freshwater wetlands or adjacent areas within the parcel boundary. Please use the attached link to request a Parcel JD for the project site: <https://dec.ny.gov/nature/waterbodies/wetlands/freshwater-wetlands-program/freshwater-wetland-jurisdictional-determination>. If you have any problems submitting the Parcel JD request, please email: fwwjurisdiction@dec.ny.gov.

If the property contains regulated freshwater wetlands or adjacent areas, further delineation of the wetland boundaries and a Project Jurisdictional Determination (Project JD) may be required. A Project JD is a determination made by the regional DEC office about whether a proposed activity within a parcel containing regulated freshwater wetlands or adjacent areas requires an Article 24 Freshwater Wetlands permit. Project JD requests should be sent to the regional Bureau of Habitat (BOH), formerly Ecosystem Health, where the project is located. Regional BOH email addresses and a map of regional offices are also available on the DEC website via the jurisdictional determination link above.

If regulated freshwater wetlands or adjacent areas are present, all efforts must be made to avoid disturbing them. If disturbance to the wetland and/or adjacent area cannot be avoided, the project sponsor must submit a Freshwater Wetland permit application and obtain a permit to conduct a regulated activity. In accordance with DEC's Freshwater Wetlands Permit Requirements Regulations (6 NYCRR Part 663), the applicant would need to justify the disturbance, discuss alternatives, and minimize impacts as part of the Freshwater Wetlands permit application. More information on application procedures and permit issuance standards

is available on DEC's website at: <https://dec.ny.gov/regulatory/permits-licenses/waterways-coastlines-wetlands/freshwater-wetlands#Determine>.

Protection of Waters Program

A stream with a water quality classification of AA, A, or B, or with a classification of C with a standard of (T) or (TS), meaning trout or trout-spawning waters, is a protected stream under 6 NYCRR Part 608 - Use and Protection of Waters. If disturbance to the bed and/or banks of a protected stream will result from the proposed project, a Stream Disturbance Permit must first be obtained from DEC. If the proposed project involves excavation or fill below the mean high water (MHW) level in a Class C stream that is considered navigable according to 6 NYCRR Part 608.1(u), an Excavation and Fill Permit is required from DEC before commencing any work.

General information on streams and the permitting process can be located on our website at www.dec.ny.gov/permits/6042.html

SPDES General Permit for Construction Activities Stormwater Discharge

Any project that results in a disturbance of one acre or more of land must comply with the State Pollutant Discharge Elimination System (SPDES) Phase II regulations for Stormwater Discharges Associated with Construction Activities. Information regarding the SPDES General Permit for Stormwater Discharges can be found on the DEC's website at <http://www.dec.ny.gov/chemical/8468.html>.

Endangered or Threatened Species Incidental Take Permit

If the proposed action will result in a "take" of a threatened or endangered species, a Part 182 Incidental Take Permit must be obtained from the DEC before starting any work on the project. A "take" is defined within ECL §11-0535 regulations as an activity interfering with an essential behavior or habitat occupied by threatened or endangered species.

Additional Information

Schenectady Aquifer

The project site is also within an Aquifer Overlay (AO) District for the Schenectady Aquifer, the principal water supply for the Town of Rotterdam and surrounding communities. According to the Town Zoning Code (Chapter 270), "*The AO District provides a means of reviewing, on a case-by-case basis, those actions proposed within the aquifer and a means of prohibiting uses and activities which may be incompatible with the goal of long-term groundwater protection*". The Town designated the AO District as a Critical Environmental Area (CEA) in 1985 to preserve and maintain the quality and quantity of water in the Schenectady Aquifer. As a designation CEA, the potential impact of any Type I or Unlisted Action on the environmental characteristics

of the CEA must be evaluated in the determination of significance prepared pursuant to Section 617.7 of SEQR.

Pre-Application Meeting

After review of the materials provided, further determination of potential permits with the New York State Department of Environmental Conservation is limited due to the scope of the work proposed. Due to this, it is recommended that the Town of Rotterdam and the NYS DEC have a scheduled meeting to discuss the logistics of the proposed work involving water meter installations. Please contact Environmental Analyst Maranda Welch and schedule a meeting to discuss this further.

Please feel free to contact me by e-mail at maranda.welch@dec.ny.gov or by telephone at (518) 357- 2446 if you have any questions.

Sincerely,



Maranda Welch
Environmental Analyst

Encl.: Project Location & NYS Resources Map

ecc: NYS DEC Region 4 Regional Water Engineer, Bonnie Starr

RESOLUTION NO. 192.26

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	TO: A5010 4270	MISC. EXPENSE	\$400.00
A	FROM: A5010 4201	SUPERINTENDENT HWY CELL PHONE	\$400.00
SW5	TO: W58320 4879	W5 INSTRUMENT PUMP MAINTENANCE	\$200.00
SW5	FROM: W58320 4880	W5 EQUIPMENT MAINTENANCE & REPAIR	\$200.00
A	TO: A1410 4801	SOFTWARE	\$80.00
A	FROM: A1410 4300	CONFERENCES	\$80.00

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM



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

LEGISLATIVE REQUEST FORM

DATE: **July 8, 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 July 8, 2026.

Background Information: Budget transfers are needed in Town Clerk, Highway and Water 5 to cover future purchase

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 July 8, 2026, and approve the transfers.

Attachment/Document(s): Memo: Megan Griffin Town Clerk, Robert Denny Highway, and Justin Peterson Water 5

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. 352 • Fax: 518-355-7837 • mgriffin@townofrotterdam.gov •

Date: June 29, 2026

To: Alison Grace, Comptroller

Cc: Tabetha Unser

From: Megan Griffin, Town Clerk

Subject: Budget Transfer for Town Clerk Office

Please transfer the following funds to cover the current deficit of line A1410 4801.

From:	A1410-4300 Conferences	Amount - \$80.00
-------	------------------------	------------------

To:	A1410-4801 Software	Amount + \$80.00
-----	---------------------	------------------

Thank you!

Memorandum

To: Alison Grace, Comptroller
From: Robert Denny, Highway Superintendent
Subject: Budget Transfer
Date: June 1st, 2026

Please transfer the following funds to cover 2026 expenses:

To: A5010-4270 (Misc. Expenses)	+\$400
From: A5010-4201 (Superintendent Hwy Cell Phone)	-\$400

Thank you,



Robert Denny
Highway Superintendent

Memorandum

To: Alison Grace, Comptroller
From: Justin Peterson
Subject: Budget Transfer
Dated: June 18, 2026

Please transfer the following funds to cover 2026 expenses: \$200

To: W58320-4879 (W5 Instrument pump Maintenance)
From: W58320-4880 (W5 Equipment Maintenance & Repair)

Thank you,
Justin Peterson

RESOLUTION NO. 193.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

SECTION 2. The Supervisor of the Town of Rotterdam is authorized to sign agreement for a Town Designated Engineer to review Ext. 1 of Sewer District 6.

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

DATED: July 8, 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: June 24, 2026

TO: John Polimeni – Town Supervisor

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

TITLE OF REQUEST: Authorize Supervisor to sign agreement for a Town Designated Engineer (TDE) to review proposed Ext 1 of Sewer District 6.

TOWN BOARD MEETING: July 8, 2026

Background Information: 759 Peter Road
Tax Map No. 59.20-1-1

Peter Road LLC
Corey Lewandowski
2 Computer Drive West Suite 110
Albany, NY 12205

Evaluation/Analysis: Town Board Resolution needs to be prepared to authorize the Supervisor to sign agreement for a Town Designated Engineer to review proposed Ext 1 of Sewer District 6.

The Planning Commission approved a 16-unit condominium project on septic on December 16, 2025. NYSDEC has required additional information regarding sewer availability in the area.

Recommendation(s): Town Board to authorize Supervisor to sign agreement for a Town Designated Engineer (TDE) to review proposed Ext 1 of Sewer District 6 funded by Peter Road LLC.

Attachment/Document(s): Draft TDE Agreement “Peter Road LLC – 759 Peter Road, draft resolution, LaBella Escrow Request Letter dated June 1, 2026 and rate sheet, and NYSDEC Notice of incomplete application letter dated March 23, 2026

Compliance with Purchasing Policy: N/A

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

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

AGREEMENT

This Agreement made the _____ day of June, 2026, by and between Peter Road, LLC, hereinafter referred to as "DEVELOPER," and the TOWN OF ROTTERDAM, County of Schenectady and State of New York, hereinafter referred to as the "TOWN."

WITNESSETH

That the Developer, as part and parcel of an Agreement, has proposed to develop a project known as "*Peter Road LLC - 759 Peter Road*" in the Town of Rotterdam, County of Schenectady, and State of New York, and

WHEREAS, the Developer has agreed, pursuant to Local Law No. 37 of the year 1992, that the Developer will pay all the necessary and reasonable costs and expenses associated with the technical review of the developer's project before the Town of Rotterdam on a Map, Plan & Report for Sewer 6 Ext. 1. Review by LaBella, employed by the Town of Rotterdam for the purpose of rendering consulting engineering services on behalf of the Town in connection with the technical review before the Town of Rotterdam related to the review on the Developer's site located in Rotterdam, County of Schenectady, and State of New York, and

WHEREAS, the Developer's project will require engineering review for the duration of the project, and

WHEREAS, the Town does not employ a staff sufficient to handle the engineering review and the parties hereto agree that to avoid problems and delays during the review process of said project, the Town will hire LaBella, to perform engineering services on behalf of the Town, and the Developer shall pay all costs and expenses therefore.

NOW, THEREFORE, in consideration for the sum of One Dollar (\$1.00) and other valuable consideration, the parties agree as follows:

1. The Town will hire LaBella to render professional services to the Town and perform consultant-engineering review for the Developer's project before the Town of Rotterdam Sewer District 6 at rates as listed in the attached Escrow Request Letter dated June 1, 2026 attached

PETER ROAD CONDOMINIUMS SEWER DISTRICT #6 EXT. 1
TDE CONTRACT
TOWN OF ROTTERDAM, NEW YORK

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hereto. These rates are for 2026 and are subject to change annually on January 1st of each year.

2. LaBella will provide the required and necessary consulting engineering services for and on behalf of the Town of Rotterdam for the various phases of the review in connection with the proposal submitted by the Developer, including but not limited to, the following services as outlined in the attached Escrow Request Letter dated June 1, 2026 attached hereto.

3. LaBella will provide technical review services relating to the proposed Map, Plan and Report Peter Road Condominiums Sewer District 6 Extension 1 including, but not limited to proposed infrastructure as outlined in the attached Escrow Request Letter dated June 1, 2026 attached hereto.

4. The Town will establish an escrow account at a local banking institution entitled "Peter Road Condominiums – Sewer District 6 Ext 1." The Developer will provide all monies necessary to fund said account for the purpose of paying LaBella a fee for professional services and verified disbursements for and on behalf of the Town of Rotterdam in connection with the Developer's project.

5. The Town shall deposit all money provided and received from the Developer to fund said account and the Town is hereby authorized to expend any and all monies in said account for the purpose of paying LaBella the necessary and reasonable fees and verified disbursements in connection with said project. The Town shall provide the Developer with a copy of each invoice, as approved by the Town, within ten (10) days of payment.

6. The Developer shall provide monies to fund said account in the amount of Thirty-Eight Hundred Fifty dollars (\$3,850.00). This initial payment shall be considered a partial deposit as it is anticipated that additional monies may be needed to be deposited in the future

PETER ROAD CONDOMINIUMS SEWER DISTRICT #6 EXT. 1
TDE CONTRACT
TOWN OF ROTTERDAM, NEW YORK

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as this project progresses. The Developer is responsible for payment of all reasonable fees incurred by the Town of Rotterdam during the term of engineering review by LaBella. In the event that the escrow account falls below Seven Hundred Fifty (750.00) Dollars, and additional fees may be incurred exceeding the estimate, the Developer will be required to fund said account for payment of all fees exceeding the estimate until a complete technical review is satisfied. The Town of Rotterdam will provide a written request for any additional fees, and the Developer must provide payment within seven (7) days of such written request. Failure of Developer to make timely deposits of the additional fees may result in a delay of the technical review process and/or issuance of a stop work order by the Town.

7. In the event that there are funds remaining in said escrow account upon the completion of said project, and after the payment of engineering fees and verified disbursement in connection with said project, said audited funds remaining shall be returned to the Developer.

8. It is agreed between the parties hereto that said escrow account continue for the duration of the project and the expenditure of monies from said escrow account is authorized during the entire life of the review and oversight inspection of the project.

9. The said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

10. This contract shall be governed by the laws of the State of New York both as to interpretations and performance. The parties agree to exclusive venue in Schenectady County for any litigation or dispute between the parties related to this Agreement.

11. This Agreement may be terminated for any reason by the Town upon thirty (30) days written notice to the Developer. This agreement may also be terminated by the developer in the event that the project is withdrawn, with thirty (30) days written notice to the Town. Upon

PETER ROAD CONDOMINIUMS SEWER DISTRICT #6 EXT. 1
TDE CONTRACT
TOWN OF ROTTERDAM, NEW YORK

-4-

any termination, the Developer shall be responsible for payment of all engineering fees incurred for said project up to the date of termination and any and all costs, including reasonable attorneys' fees, incurred by the Town in the enforcement of the terms of this Agreement.

PETER ROAD CONDOMINIUMS SEWER DISTRICT #6 EXT. 1
TDE CONTRACT
TOWN OF ROTTERDAM, NEW YORK

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IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands
and seals the day and year first above written.

By: John Polimeni – Town Supervisor Date: _____

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

On this _____ day of June, 2026, before me personally came John Polimeni, to me
known to be the Town of Rotterdam Supervisor of the Town of Rotterdam.

Notary Public

XX

By: Peter Road LLC - Corey Lewandowski
Owner/Developer Date: _____

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

On this _____ day of June, 2026, before me personally came Corey Lewandowski the
authorized agent for the developer of the project described herein and which executed the
foregoing instrument in its behalf and he duly acknowledged to me that he had authority to
execute this instrument as the act and deed of the corporation for the uses and purposes
mentioned therein.

Notary Public



June 1, 2026

Mr. Peter Comenzo, Senior Planner
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

RE: Escrow Request Letter
MPR SD#6A, Ext. 1
Schenectady County, New York
LaBella Proposal # Pending
LaBella Project # Pending

Dear Mr. Comenzo:

Thank you for the opportunity to support the Town of Rotterdam with the review and related evaluations / assessment and guidance associated with the proposed Extension #1 of Sewer District #6A, Peter Road Condominiums.

Our office will support the initial review considering records related to the formation of Sewer District 6 (and related 6A) described in the Map, Plan and Report titled, "Highbridge Road Trunk Sewer District 6 Formation", dated "Final" October 17, 2002, by our office (formally The Chazen Companies – aka "Chazen"); a systems operational evaluation completed by Chazen and documented in correspondence to the town dated October 13, 2010, the Map and Plan for Highbridge Sewer District 6A, Highbridge and Kings Road Pump Station Improvements issued and then amended October 14, 2020, by our office; and related construction documents for the Highbridge Pump Station Improvements dated June 1, 2020 by our office.

Based upon a cursory review of the submitted Map, Plan and Report for Extension #1, we anticipate an evaluation of proposed conditions relative to system operating conditions as well as requirements for applying benefit assessment methodology and applicable existing debt distribution, applicable Operation and Maintenance (O&M); and applicable collection / treatment costs, as applied per EDU when shared as part of the proposed extension. (e.g. no new debt is anticipated, and on-site O&M would be the responsibility of the owner).

We require an initial escrow in the amount of \$3,850.

We will advance said engagement once notified to proceed under the terms and conditions of our annual agreement as the Town's Designated Engineer (TDE).

4 British American Blvd | Latham, NY 12110 | p (518) 439-8235
www.labellapc.com



If you have any comments or questions or require additional information regarding the above, please feel free to contact our office at (518) 266-7344.

Sincerely,

Joseph M. Lanaro, PE, M.ASCE
Vice President, Civil Division Staff Manager, Senior Civil Engineer

Cc: Mike Connors - LaBella
File

2026 BILLING RATES

Town of Rotterdam

BILLING TITLE (POSITION)	2026 HOURLY RATE
Sr. Director of Professional Services	\$218.28
Director of Professional Services II	\$198.73
Director of Professional Services	\$192.95
Senior Professional	\$178.03
Professional III	\$166.76
Professional II A	\$160.17
Professional II	\$155.50
Professional I A	\$149.70
Professional I	\$145.34
Assistant Professional II	\$123.17
Assistant Professional I	\$96.27
Technician V	\$127.49
Technician IV	\$121.70
Technician III	\$115.55
Technician II	\$94.85
Technician I	\$84.65
Clerical	\$71.21
Survey Crew	Per NYS Labor Law + Fringe Benefits



**Department of
Environmental
Conservation**

KATHY HOCHUL
Governor

AMANDA LEFTON
Commissioner

March 23, 2026

Charlew Builders
141 West Campbell Rd
Schenectady, NY 12306
Emailed to: info@charlew.com

Re: Notice of Incomplete Application
SPDES Permit
DEC #4-4228-00327
Charlton Place
759 Peter Rd.
Town of Rotterdam, Schenectady County

Dear Applicant:

On January 9, 2026, the New York State Department of Environmental Conservation (DEC) received your application for a State Pollutant Discharge Elimination System application on property located at 759 Peter Road. Upon review of the submitted application materials, we have determined that additional information is required to complete your application. Please submit additional information as described below:

1. It is mentioned that there is an existing sanitary force main in close proximity to the proposed project. The Department highly recommends connection to municipal sewers where feasible over new subsurface disposal systems with SPDES permits. Please provide a detailed summary of what would be needed to connect to the municipal sewers, the associated current and future costs for on-site sewers vs municipal connection, and a map showing the existing force main and the proposed project.
2. Please provide the town's SEQR documentation on this project.

If it is determined that a municipal connection is not feasible or cost effective, see comments below:

3. Given that the treatment system is intended to serve multiple separately owned condos, the formation of a Transportation Corporation will be necessary for the issuance of a SPDES permit and the associated plan approval. Please refer to Part 750-1.6 (f).

Region 4 | Division of Environmental Permits
1130 North Westcott Road, Schenectady NY 12306
r4dep@dec.ny.gov | (518) 357-2068 | dec.ny.gov

4. The proposed project is located within a sole source aquifer. To prevent degradation of groundwater, soils with percolation rates faster than 10 mpi should be amended to achieve a percolation rate slower than 10 mpi. A detailed description of how the soil will be amended will need to be provided (with schematic showing the area and depth of modified soil) (intermediate design standards p E-4). Please also fill out the attached form for discharges within sole source aquifers.
5. Use of flow data to determine the design flow is typically used for a replacement system at an existing facility. The use of flow data from 2016-2017, and from a different facility, is not acceptable for a new facility. Please use design flow "method 1: typical per-unit hydraulic loading rates (Table B-3)" (intermediate design standards) which appears to require 110 gpd per bedroom. Please note the septic tanks may need to be redesigned to accommodate an accepted design flow.
6. Will there be water usage facilities in condo common areas (laundry, pet washing)?
7. Please point to the reference or explain what this is in reference to: "However, per the NYSDEC Design Manual application rates for beds are 75% of the rate shown in Table E-1."
8. It is recommended that septic tanks be fitted with Zabel or similar effluent filters.
9. Please note there is a "minimum horizontal distance" of 10 feet for watertight septic tanks and absorption fields to property lines (intermediate design standards table B-2). Please confirm this requirement can be met.^e
10. What is the vertical separation distance at the point where the water line crosses the proposed sanitary line, depicted near buildings 3 and 4. A sewer line and water main may cross if a minimum vertical distance of 18 inches between the outside of each line is maintained (intermediate design standards p C-26).

Once we receive this additional information, we will resume our review of your application. Please feel free to contact me by e-mail at maranda.welch@dec.ny.gov or by telephone at (518) 357-2446 if you have any questions.

Sincerely,



Maranda Welch
Environmental Analyst

ecc: Brett Steenburgh, Steenburgh Consulting Engineering
Kevin O'Connor, DEC R4 DOW
Elaine Atanasova, DEC R4 DOW

RESOLUTION NO. 194.26

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

THEREFORE, UPON MOTION OF Councilmember _____,
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 Rotterdam Police Department to declare the following police vehicle obsolete and to be put up for auction-

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
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: June 25, 2026
TO: Rotterdam Town Board
FROM: Deputy Chief Patrick Farry
TITLE OF REQUEST: Declare the following vehicle obsolete in order to be put up for auction.
- 2016 Ford Explorer, VIN #1FM5K8AR9GGC67176 (198,145 miles)

TOWN BOARD MEETING: July 08, 2026

Background Information: The above vehicle is in need of significant repair. It is cost prohibitive to invest in repairs due to the vehicles age and mileage.

Evaluation/Analysis: N/A

Recommendation(s): Declare Rotterdam Police Department vehicle obsolete in order to be put up for auction at Collar City Auctions, 9423 Western Turnpike Delanson, NY 12053.

Attachment/Document(s): Memorandum prepared by Sgt. Reilly.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD



ROTTERDAM POLICE DEPARTMENT
ADMINISTRATION
MEMORANDUM



To: Deputy Chief Patrick Farry

From: Sgt. Derek Reilly

Re: Obsolete Vehicle

Date: June 15, 2026

I am requesting the following vehicle be declared obsolete in order to be put up for auction.

2016 Ford Explorer, VIN # 1FM5K8AR9GGC67176 Mileage 198,145

This vehicle is currently not being used by the department due to the level of repair needed to be safely operated. I recommend auctioning said vehicles at the earliest convenience.

Respectfully Submitted,

Sgt. Derek Reilly #100

Sgt. Derek Reilly

RESOLUTION NO. 195.26

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Type / Model #	Serial number	Caliber	Quantity
Remington 700 308 Sniper Rifle w/ Leupold scope	G635173	.308	1
DPMS AR Rifle	30901	5.56	1
Winchester Model 1200 Shotgun	L1305430	12 q	1
Def-Tee 37mm Gas Gun Pistol	DO1622	37mm	1
CTS TL1-37mm Gas Launcher	CT1896	37mm	1
Sniper Rifle Bag			1
Zistos Pole Camera System w/antenna			1
SWAT Type body Armor (ACU Pattern)			11
PASGT Helmets w/covers (ACU Pattern)			13
Armor plates			10
Galls XL Gear bags			12
Troy Industries Rifle Sling			7
Blackhawk Gun Belts			11
EOTech Optic w/NV Mode			5
TCI Liberator Headsets			11
Safariland 6360 Holster			1
Safariland Series 7 Holster			1
Safariland Series 7378 Holster			1
Gas Mask w/voice emitter			10
X26 Taser Holsters			29
X26P Taser Holsters			15
Streamlight TLR7 (side activation)			3
Streamlight TLR7A			25
Streamlight TLR1			16
Streamlight TLR1 HL			6
Streamlight M3			1
Streamlight M6 wired laser			5
Streamlight replacement bulb for M3/M6			6
INFORCE rail mount weapon light			5
AXON AX1023 Body 3 Camera			32
AXOX Body 3 - 8 Camera Dock			4
Bluegun - X26 Taser			3
Blue X26 Taser training cartridge			4
Blue X26 Taser training cartridge 2x holder			1
Taser X26 Data cable			1
Taser X26P Data cable			1
Taser X26P - XPPM Spare Cartridge Battery Pack			1

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
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: June 25, 2026

TO: Rotterdam Town Board

FROM: Deputy Chief Patrick Farry

TITLE OF REQUEST: Declare the attached schedule of department property as surplus, as it is no longer required for operational utility. This equipment will be transferred to Botach (4775 West Harmon Ave, Las Vegas, NV 89103). This transaction will be executed as a property trade-in, yielding agency trade credit to be used exclusively for the procurement of authorized agency equipment.

TOWN BOARD MEETING: July 08, 2026

Background Information: The attached list of equipment is no longer utilized by the Rotterdam Police Department. This surplus equipment will be transferred to Botach who in turn will provide trade credit towards new equipment in the future.

Evaluation/Analysis: N/A

Recommendation(s): Declare Rotterdam Police Department equipment as surplus in order to be transferred to Botach and used for future trade credit towards new agency equipment.

Attachment/Document(s): Memorandum prepared by Sgt. Amoroso

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD



ROTTERDAM POLICE DEPARTMENT

The Joseph S. Dominelli Public Safety Building
101 Princetown Road – Rotterdam, N.Y. 12306
(518) 355-7739 – Fax (518) 355-0817



TO: Deputy Chief Patrick Farry
FROM: Sergeant Jeffrey Amoroso
DATE: June 25, 2026
SUBJECT: Authorization to Surplus and Trade Property for Department Credit

The purpose of this memorandum is to request authorization to declare the attached schedule of department property as surplus, as it is no longer required for operational utility. Upon approval, these assets will be transferred to Botach (4775 West Harmon Ave, Las Vegas, NV 89103). This transaction will be executed as a property trade-in, yielding agency trade credit to be used exclusively for the procurement of authorized agency equipment.

Type / Model #	Serial number	Caliber	Quantity
Remington 700 308 Sniper Rifle w/ Leupold scope	G635173	.308	1
DPMS AR Rifle	30901	5.56	1
Winchester Model 1200 Shotgun	L1305430	12 g	1
Def-Tec 37mm Gas Gun Pistol	DO1622	37mm	1
CTS TL1-37mm Gas Launcher	CT1896	37mm	1
Sniper Rifle Bag			1
Zistos Pole Camera System w/antenna			1
SWAT Type body Armor (ACU Pattern)			11
PASGT Helmets w/covers (ACU Pattern)			13
Armor plates			10
Galls XL Gear bags			12
Troy Industries Rifle Sling			7
Blackhawk Gun Belts			11
EOTech Optic w/NV Mode			5
TCI Liberator Headsets			11
Safariland 6360 Holster			1
Safariland Series 7 Holster			1
Safariland Series 7378 Holster			1
Gas Mask w/voice emitter			10
X26 Taser Holsters			29
X26P Taser Holsters			15
Streamlight TLR7 (side activation)			3
Streamlight TLR7A			25
Streamlight TLR1			16
Streamlight TLR1 HL			6
Streamlight M3			1
Streamlight M6 w/red laser			5
Streamlight replacement bulb for M3/M6			6
INFORCE rail mount weapon light			5
AXON AX1023 Body 3 Camera			32
AXOX Body 3 - 8 Camera Dock			4
Bluegun - X26 Taser			3
Blue X26 Taser training cartridge			4
Blue X26 Taser training cartridge 2x holder			1
Taser X26 Data cable			1
Taser X26P Data cable			1
Taser X26P - XPPM Spare Cartridge Battery Pack			1

"Serving Since 1942"

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

Respectfully Submitted,



Jeffrey Amoroso
Sergeant, Rotterdam Police Department

RESOLUTION NO. 196.26
AUTHORIZING SUMMER HOURS FOR THE TOWN OF ROTTERDAM PARKS
DEPARTMENT EMPLOYEES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
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: June 10, 2026

TO: Town Board

FROM: Chad Propper, Parks and Recreation Supervisor

TITLE OF REQUEST: Summer hours

TOWN BOARD MEETING DATE: July 8, 2026

Background Information: The Parks Department would like to adopt summer hours from July 6th through September 7th (9 weeks) this year.

Evaluation/Analysis: Summer hours Monday-Friday from 6am to 2pm would help in completing outdoor work during less hot and humid hours.

Recommendation(s): Allow the Parks Department to institute new summer hours from July 6th to September 7th, Monday to Friday from 6am to 2pm

Attachment/Document(s): N/A

Compliance with Purchasing Policy? N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor Office

RESOLUTION NO. 197.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: June 30, 2026

TO: Supervisor and Town Board

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

TITLE OF REQUEST: Rotterdam Commons Request for Qualifications (RFQ)

TOWN BOARD MEETING: July 8, 2026

Background Information:

The Town has received funding from the state in the amount of \$4 million dollars for the purpose of development of a Sports Complex at 210 and 212 Phillips Road. The Town will need to hire a consultant to perform the design and environmental reviews of the new facility. The Town has interviewed five (5) firms that would be qualified to perform the work.

Evaluation/Analysis:

A Request for Qualifications will be used to select the firm that is most qualified to perform the work. Once a firm is selected, the Town will negotiate a scope of work and cost to provide the professional services.

Recommendation(s):

I recommend that the RFQ be accepted by the town board and once approved, the Town will forward the RFQ to the five firms that were interviewed. The town will then select the most qualified firm.

Attachment/Document(s):

The RFQ is attached.

Compliance with Purchasing Policy:

Yes

Effect(s) on Existing Law(s):

No

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Town of Rotterdam, New York

Request For Qualifications (RFQ):

Engineering Services for

Rotterdam Commons Sports Project

Date Issued: July 9, 2026

REQUEST FOR QUALIFICATIONS – PROFESSIONAL SERVICES

The Town of Rotterdam is seeking Proposals from short-listed firms pursuant to the New York State General Municipal Law. The proposals must be submitted no later than **July 30, 2026**, for planning, design, environmental and other services related to the future implementation of the Rotterdam Commons Sports Complex to be located at 210 Phillips Road (tax parcel ID # 47.-5-13.121). The Town has received a total of \$4 million dollars in funding through the State of New York. The funding will be utilized to include the cost of planning, design and construction phases for the first phase of the overall project. The selected firm will be required to comply with any potential funding requirements to be determined once known. This may include Minority, Women and Service-Disabled Veteran Owned Business (SDVOB) participation. It is expected that the project programming and planning is to be completed by the end of this year. Design and all permitting of the first phase of the project will be completed in year 2027, and construction to be completed no later than year 2028. The selected firm scope of work will include assisting the Town in obtaining additional funding for future phases of the project.

Nothing in this RFQ shall be construed to create any legal obligation on the part of the Town on any firms responding to this RFQ. The Town reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFQ as a whole or in part, at any stage. In no event shall the Town be liable to firms for any cost incurred in connection with the RFQ process, including but not limited to all costs of preparing a response to this RFQ, interviews or any other costs incurred. All documents submitted in response to this RFQ will become the property of the Town.

Please contact Megan Griffin, Town Clerk, Town of Rotterdam, John F. Kirvin Government Center, at **(518) 355-7575, extension #352** for additional information concerning the RFQ.

All Proposals submitted in response to this notice shall be marked "**RFQ – TOWN OF ROTTERDAM (Rotterdam Commons Sports Complex)**" clearly on the outside of the envelope and mailed to the Town at the address below.

A selection committee will evaluate the proposals. Six (6) hard copies and an electronic version shall be submitted via mail or hand delivered at the following location:

Town of Rotterdam
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, NY 12306
Attn: Megan Griffin – Town Clerk
Email: mgriffin@rotterdamny.org

Project Background and Proposal Instructions

The Town owns properties located at 210 and 212 Phillips Road, which total approximately 32 acres and is bounded by railroad tracks on two sides, National Grid electric transmission lines, and private property. Access to the site is via Phillips Road that includes a narrow railroad underpass and sharp horizontal curve. Within the site is the Poentic Kill and its resulting floodplain, along possibly jurisdictional wetlands. The site topography includes rolling terrain with moderate and steep slopes. A 8" watermain is present and located along Phillips Road. The site is not near any sanitary sewer mains.

The Town is proposing to build a sports complex in phases, since it is understood that the overall cost to develop the complex will likely be significant more than the current \$4 million dollars available for the project. Phase 1 is to include a combination of an indoor training facility that could house a 400-meter track, soccer and lacrosse fields. If possible, this phase could include playground area, pickleball courts, nature trails and pavilion if it can be constructed as part of the available funding. Once additional funding is secured, which is assumed to be another \$4 million dollars, phase 2 will be implemented, and it is anticipated to include outdoor baseball, softball fields and soccer fields and other amenities. Phase 1 of the project will include:

- Planning and Programming
- Design and Permitting for the initial phase
- Construction for the initial phase
- Funding Application(s) to implement future phases

The firm selected will be subject to the terms of the State of New York and Town Agreement. The Town of Rotterdam affirmatively states that, with respect to any contract pursuant to these instructions, all short-listed firms shall be afforded equal opportunity to submit proposals without regard to race, color, sex, religion, age, national origin, disability, sexual orientation, or veteran status. Disadvantaged, minority, and women-owned business enterprises are encouraged to be included with the proposals. Prime firms should identify proposed subconsultants and provide their qualifications for the assigned work.

General Requirements

The following requirements apply to all Proposals submitted in response to this RFQ:

- **Inquiries:** All questions regarding this RFQ shall be directed at the Town Clerk. Any modifications or clarifications will be issued by written addendum only.
- **Proposal Validity:** Proposals must remain valid and irrevocable for a period of sixty (60) days from the submission deadline.
- **Proposal Costs:** All costs incurred in preparing or submitting a proposal are the sole responsibility of the proposer.
- **Exceptions:** Any exceptions to the requirements of this RFQ must be clearly identified in the proposal. Failure to do so shall be deemed acceptance of all terms.
- **Confidential Information:** Proprietary information must be clearly marked as

confidential. Cost information shall not be considered confidential.

- Right to Reject: The Town reserves the right to reject any or all proposals, waive informalities, and award a contract in the best interest of the Town.
- Ownership of Materials: All materials submitted in response to this RFQ become the property of the Town upon receipt.
- Legal Compliance: By submitting a Proposal, the proposer certifies compliance with all applicable Federal and State laws, including non-collusion requirements.
- M/WBE and SDVOB participation is encouraged in accordance with possible New York State requirements associated with the funding.

Technical Proposal Requirements

The technical portion of the proposal shall demonstrate the capacity of the firm/team to perform the services described in this RFQ. Emphasis shall be placed on what can be implemented as part of the first phase of the project. The technical proposal shall include the following components:

1. Firm Qualifications and Experience:

- Relevant experience with sports complexes and park design projects. A maximum of five (5) similar projects shall be included, along with the client names and contact information.

2. Project Team:

- Identification of key personnel of the prime firm and subconsultants.
- Roles and responsibilities of the Prime Firm and subconsultants.
- Resumes of key staff to include the Project Manager and Lead Technical Staff. Up to ten (10) resumes shall be provided for the project team.

3. Technical Approach and Work Plan:

- Proposed methodology for completing the project. It is anticipated that the project will include an overall Planning and Programming Phase which will serve as the basis for future construction. Based upon the current available funding, the complete project implementation will require two or more phases.
- Concept plan showing the initial phase that can be implemented based upon the available funding and the overall concept plan of the site once additional funding is secured. The Town is currently working with NYSDEC regarding the possibility that wetlands exist on site, which may include the delineation boundaries. For the purposes of developing a concept plan for the proposal, consider no significant disturbance will be allowed within 50 feet of the stream edges.

4. Project Schedule:

- Proposed project schedule that includes major tasks consistent with the anticipated completion dates. The goal is to complete planning and programming by end of this year, complete design and permitting by end of year 2027 and construction by end of year 2028. It is anticipated that a grant application will be submitted for future implementation phases in year 2027.

5. Cost:

- The cost of completing all planning and design tasks shall be negotiated with the Town. However, hourly rates shall be included in the Proposal for all proposed titles that will be needed for the project. The hourly rates shall include direct technical labor and overhead cost. These rates will serve as the basis of staffing costs for the project.

6. Funding

- Additional funding will likely be required to implement the entire project concept plan. The firm shall include identifying potential future funding sources and previous experience with obtaining grants on similar type projects.

Nothing in this RFQ shall be construed to create any legal obligation on the part of the Town or any firms responding to this RFQ. No firm shall be entitled to repayment from the Town for any costs, expenses or fees related to this RFQ. All supporting documentation submitted in response to this RFQ will become the property of the Town.

Contract Negotiations

The selected firm shall provide the Town with a draft agreement to include a detailed scope of work, itemized hours and cost per task and a not-to-exceed amount for review and approval. The Town will review and provide any comments and forward them back to the firm for further input and consideration. If an agreement of scope and cost is not reached with the selected firm, the Town may contact the second-ranked firm to provide a scope of work, itemized hours and cost per task and a not-to-exceed amount. If an agreement is reached, then the Town will execute the contract with this firm.

Contract Execution

Once the contract Terms, Conditions and Cost have been approved, the final contract will need to be reviewed and approved by the town board. All funding program requirements must be completed and provided as part of the contract documents.

Selection Process

The Selection Committee is comprised of the Town staff who will review each firm's qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted timely and comply with the mandatory requirements of the RFQ will be evaluated and ranked in accordance with the terms of the RFQ. Professional services

shall be awarded to a firm whose proposal received the most points in accordance with criteria set forth herein. Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable. In the event that a contract cannot be negotiated with the most highly qualified firm. Negotiation will then continue in order of the qualifications ranking.

Questions

Questions must be submitted in writing to Megan Griffin, Town Clerk, via email, which is mgriffin@rotterdamny.org, or via phone call (518) 355-7575. The Town may issue an addendum in response to the questions. No responses will be provided for questions submitted within one week of the response date.

RESOLUTION NO. 198.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 1, 2026

TO: Town Board

FROM: Lisa Gallo, Public Works Coordinator

TITLE OF REQUEST: Authorize a Memorandum of Agreement (MOA) between the Town of Rotterdam and the Civil Service Employees Association, Inc. (CSEA) recognizing the new job title of Planner I in the Town of Rotterdam.

TOWN BOARD MEETING: July 8, 2026

Background Information: The Town of Rotterdam is taking the necessary steps to adopt the position of Planner I for the Department of Public Works (DPW). The position has been approved by the Schenectady County Civil Service Commission. The final step is to adopt the position of Planner I into the current bargaining agreement between the Town of Rotterdam and the CSEA through an MOA.

Evaluations/Analysis: The Town of Rotterdam and CSEA will recognize the new position of Planner I as a position covered under the Town of Rotterdam CSEA Unit #8504.

Recommendation: Authorize the Town Supervisor to execute the MOA between the Town of Rotterdam and the CSEA, recognizing the position of Planner I within the Town of Rotterdam.

Attachment/Document(s): Proposed MOA from CSEA, Civil Service job description for Planner I

LEGISLATION WILL BE PREPARED BY: Morgan Coryer, HR & Benefits Administrator



Job Specification

PLANNER I

Job Specification #: 0810

Classification: Competitive

Adopted CSC: 12/11/84

Revised CSC: 01/22/26; 06/18/26

DISTINGUISHING FEATURES OF THE CLASS:

This is the beginning level of professional planning work involving responsibility to perform limited office and field assignments in connection with municipal, regional or community planning projects. Responsibilities include collecting and analyzing data, preparing charts and other graphic materials and assisting with community planning projects and programs. The work is performed under general supervision of a Planner II or other supervisor with limited leeway allowed for independent judgment in carrying out the details of the work. The incumbent may be responsible for supervising the work of the Assistant Planner. Performs related work as required.

TYPICAL WORK ACTIVITIES (Illustrative only):

- Performs a variety of planning and economic development projects including administration of government programs and grant preparation and administration under supervision;
- Collects data and participates in studies involving research, investigation analysis of sociological, economic and environmental factors related to municipal, regional, and community planning;
- Collects, analyzes and tabulates statistical data for use in population, housing, community development and land use reports;
- Prepares charts, drafts, working drawings, designs, layouts to scale and other graphic materials to aid in the planning function;
- Attends neighborhood, community development and housing meetings to offer staff assistance relative to community planning projects and programs;
- Performs a variety of related tasks as required.

ADDITIONAL WORK ACTIVITIES WHEN ASSIGNED TO SCHENECTADY COUNTY (Illustrative only):

- Coordinates County reviews of rezonings, ordinance amendments, development projects and other proposals under NYS General Municipal Law, Section 239;
- Assists municipalities with updates to land development and zoning regulations;
- Collects data and participates in studies involving research and analysis of demographic, economic, transportation, and environmental factors related to municipal, regional, and community planning;

ADDITIONAL WORK ACTIVITIES WHEN ASSIGNED TO THE TOWN OF ROTTERDAM (Illustrative only):

- Evaluate all site plans, special use permits, and subdivision applications to ensure strict statutory consistency with the Town's Comprehensive Plan goals.
- Review site plans, special use permits, and subdivision layouts against the specific provisions of NYS Town Law (§ 274-a, § 274-b, and § 276) and the Town's local zoning and subdivision regulations.
- Facilitate the NYS Environmental Quality Review Act (SEQRA) process. Review Short and Full Environmental Assessment Forms (EAFs), assist senior staff in drafting Determinations of Significance (Negative/Positive Declarations), and ensure proper NYS DEC filing timelines.
- Identify development applications subject to NYS General Municipal Law 239-m & 239-n. Prepare and submit referral packages to the County Planning and Economic Development Commissioner regarding projects near state/county roads, parks, or municipal boundaries.

ADDITIONAL WORK ACTIVITIES WHEN ASSIGNED TO THE TOWN OF ROTTERDAM (Cont.):

- Assemble agendas, staff reports, and public notice materials for the Town Board, Planning Board and Zoning Board of Appeals (ZBA). Ensure compliance with the NYS Open Meeting Law and local public hearing publication mandates.
- Serve as the primary front-counter and phone contact for the public including residents, business owners, and developers. Explain Town land use laws, variance procedures, and how applicants can use the Town Zoning Code and Comprehensive Plan to design compliant projects.
- GIS Map Use and Maintenance: Utilize ArcGIS and the Schenectady Internet Mapping System (SIMS) to interpret and maintain Town zoning maps, land use inventories, infrastructure, and overlay districts.
- Implements and uses Muncipity software efficiently to complete work activities.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES, AND PERSONAL CHARACTERISTICS:

Working knowledge of the purposes, principles, terminology and practices employed in municipal planning; working knowledge of the sociological, economic, environmental, engineering, design and research factors in problems involved in community planning; ability to understand and follow detailed oral or written instructions; Ability to compose letters, memoranda, charts and reports; good organizational skills.

MINIMUM QUALIFICATIONS:

- A) Possession of a Master's degree* in Planning, Civil Engineering, Urban Geography, Landscape Architecture, Government, Public Administration, Economics or a related field; OR
- B) Possession of a Bachelor's degree* in Planning, Civil Engineering, Urban Geography, Landscape Architecture, Government, Public Administration, Economics, or a related field and one (1) year of experience in municipal, community or regional planning; OR
- C) Possession of an Associate's degree* in Planning, Civil Engineering, Urban Geography, Government, Public Administration, Economics, Landscape Architecture, or a related field, and three (3) years of experience in municipal, community or regional planning; OR
- D) An equivalent combination of training and experience as defined by the limits of (A), (B) and (C) above.

MINIMUM QUALIFICATIONS FOR WHAN ASSIGNED TO SCHENECTADY COUNTY:

- A) Possession of a Master's degree* in Planning, Civil Engineering, Urban Geography, Landscape Architecture, Government, Public Administration, Economics or a related field; OR
- B) Possession of a Bachelor's degree* in Planning, Civil Engineering, Urban Geography, Landscape Architecture, Government, Public Administration, Economics, or a related field and one (1) year of experience in municipal, community or regional planning; OR
- C) An equivalent combination of training and experience as defined by the limits of (A), and (B) above.

SPECIAL REQUIREMENT WHEN ASSIGNED TO SCHENECTADY COUNTY:

- Candidates must possess a valid driver's license issued by the New York State Department of Motor Vehicles at the time of appointment and must maintain such license throughout employment.

NOTE: *Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If your degree was awarded by an educational institution outside the United States and its territories, you must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. You must pay the required evaluation fee.

MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF ROTTERDAM
AND

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC, LOCAL 1000 AFSCME,
AFL-CIO, TOWN OF ROTTERDAM UNIT #8504 OF THE SCHENECTADY COUNTY LOCAL # 886

WHEREAS the Town of Rotterdam (hereinafter "Town") and CSEA, Local 1000 AFSCME, AFL-CIO, Town of Rotterdam Unit #8504 of the Schenectady County Local 886 (hereinafter "CSEA") are parties to a collective bargaining agreement effective from January 1, 2024, through December 31, 2027;

WHEREAS the Town notified CSEA that Town will recognize the new job title Planner I as a CSEA bargaining unit position;

IT IS HEREBY AGREED:

1. The Town, on or after July 1st, 2026, will voluntarily recognize the title of Planner I as a CSEA bargaining unit position covered under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.
2. The starting salary for the Planner I position shall be \$69,223.
3. This Memorandum of Agreement is subject to board approval by the Town of Rotterdam Town Board.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their proper officers.

TOWN OF ROTTERDAM

CSEA, INC.

John Polimeni, Town Supervisor

Jordan Helin, CSEA, Inc.

Date

Date

Daniel Marsello, Rotterdam Unit President

Date

RESOLUTION NO. 199.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 1, 2026

TO: John Polimeni, Town Supervisor

FROM: Mary Barrie, DPW

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

TOWN BOARD MEETING: July 8, 2026

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

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

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

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

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

June 29, 2026

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

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

Dear Mr. Polimeni:

We are pleased to submit this Proposal to provide Professional Engineering Services related to drafting updates to the Mercury Minimization Plan (MMP) approved by NYSDEC in July 2021. The 2024 revision of the SPDES permit for the Town's wastewater treatment plant contains new and revised requirements under the MMP – Type 1 section. We propose the following scope of engineering services to update the MMP to be in conformance with the current SPDES permit:

A. Base Services

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

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

B. Fee

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

C. Exceptions and Limitations

1. Coordination and implementation of the MMP.

D. Additional Services

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

E. Access to Client Facilities.

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

F. Terms & Conditions

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

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

Sincerely,
KB Engineering, P.C.


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

cc: Mary Barrie

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF ROTTERDAM:

John Polimeni, Supervisor

DATE: _____

AGREED TO BY KB ENGINEERING, PC:



Kumar Buvanendaran – President & CEO

DATE: 6/29/2026

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

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

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

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

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

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

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

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

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

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

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

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

11. Mutual Waiver of Consequential Damages.

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

12. Design Services During Construction (DSDC).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 200.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association (CSEA) recognizing the position of Public Works Coordinator, a position in the competitive class of the civil service, as a CSEA bargaining unit position, 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 July 8, 2026.

DATED: July 8, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 7, 2026

TO: Town Board

FROM: John Polimeni, Supervisor

TITLE OF REQUEST: Authorize the supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employees' Association (CSEA) to accept the position of Public Works Coordinator

TOWN BOARD MEETING: July 8, 2026

Background Information: Amend Article VII, Section 1 regarding overtime and compensatory time.

Evaluation/Analysis: Employees will receive compensatory time at their option depending on
On their title

Recommendation(s): Recommend to authorize the supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employees' Association (CSEA) to amend Article VII, Section 1 as amended.

Attachment/Document(s): See attached document.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Appendix A: Article VII, Section 1 as amended

SECTION 1. Employees shall earn overtime as follows:

A. Clerical and Administrative

These employees shall receive compensatory time of one hour for each one hour worked in excess of thirty-five (35) hours, but less than forty (40) hours in any workweek.

B. Laborer and Non-Competitive Employees

(i) Weekly paid employees shall receive paid overtime at the rate of time and one half (1 ½) of the regular hourly wage for all hours worked in excess of forty (40) hours in any workweek.

(ii) All employees shall, at their option, receive either compensatory time and one half off (1 ½) or overtime pay at time and one half (1 ½) for all hours worked in excess of forty (40) hours in any workweek.

C. Employees shall earn overtime as follows:

(i) All compensatory time earned by employees upon the execution of the Agreement dated October 27, 1997, shall not be forfeited and shall be carried over from year to year. If an employee uses compensatory time which diminishes the total earned upon the execution of the Agreement an employee will not be allowed to increase the amount to the original total.

(ii) One hundred (100) hours of compensatory time may be earned prior to November 1st in the year it is earned. All compensatory time earned, but not used by December 31 of the year shall be compensated pursuant to Sections I (B)(i) and (ii) of this article.

(iii) Compensatory time shall be used at the discretion of the employee subject to the prior written approval of the Department Head.

(iv) Employees who work on Christmas day will be paid for the holiday plus double time.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF ROTTERDAM
AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC, LOCAL 1000 AFSCME,
AFL-CIO, TOWN OF ROTTERDAM UNIT #8504
OF THE SCHENECTADY COUNTY LOCAL # 886**

WHEREAS:

1. The Town of Rotterdam (the "Town") and CSEA, Local 1000 AFSCME, AFL-CIO, Town of Rotterdam Unit #8504 of the Schenectady County Local 886 ("CSEA") are parties to a collective bargaining agreement (the "CBA") effective from January 1, 2024, through December 31, 2027;
2. The Town and CSEA agree on the desirability of allowing employees who can earn overtime pay to also have the option of earning compensatory time;

NOW, THEREFORE, the parties agree to the following:

1. Article VII, Section 1 (B)(ii) of the CBA is amended to remove the words, "except weekly paid employees, "
2. Article VII, Section 1 (B)(ii) of the CBA is amended to remove every sentence after and including the sentence beginning with, "However, emergency calls" until the end of Section 1 (B)(ii).
3. Article VII, Section 1 (C)(iii) of the CBA is amended to remove the words "(iv) Employees of the Highway Department do not have the option to earn compensatory time and shall be paid for any overtime accrued."
4. Line (v) of Article VII, Section 1 (C)(iii) will be renumbered to (iv).
5. Article VII, Section 1, as amended, will read as shown in the attached Appendix A.
6. The Town, on or after June 15th, 2026, agrees to honor and account for eligible requests to receive compensatory time under the provisions of Article VII, Section 1 (B)(ii) of the CBA, as amended.
7. This Agreement is subject to approval by the Town of Rotterdam Town Board and the membership of Town of Rotterdam Unit #8504 of the Schenectady County Local 886 of CSEA.

In WITNESS THEREOF, the parties hereto have executed this Agreement.

FOR THE TOWN:



John Polimeni, Town Supervisor

Date: 6/8/26

FOR CSEA:



Daniel Marsello, President, CSEA Unit 8504

Date: 6/8/26 

Jordan Helin, CSEA Labor Relations Specialist

Date: 6/8/26