

MEETING OF THE ROTTERDAM TOWN BOARD

January 28, 2026

7:00 PM

**CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE**

PUBLIC HEARING

To recognize the introduction of Introductory Local Law _ of 2026; To amend Chapter 270, Zoning, of the Town Code, for Change of Zone Request on ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1). Property is located between 2229 & 2193 Ghents Road on the north side and is known as Tax Map No. 70.8-1-14.

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

Any person recognized by the Town Supervisor to speak during the privilege of the floor shall direct his/her comments to the Town Supervisor as chair of the meeting. Any person granted the privilege of the floor shall first clearly state his/her name and whether they're a resident or non-resident of the Town of Rotterdam for the record. The purpose of the privilege of the floor shall be for speakers to express their views, thoughts, and speak freely. Each speaker who wishes to address the Town Board shall have an equal and reasonable opportunity to be heard by the Town Board. Each speaker should be given a maximum of three (3) minutes to address the Town Board.

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

59.26 Accepting Town Board Meeting Minutes.

60.26 To Extend JCI Jones Chemicals Inc contract for Chlorine Gas

61.26 To Call for Bids for Sodium Hexametaphosphate

62.26 Budget Transfer to fund work at Highway garage

63.26 To Approve 2025 Quarterly Expense Transfers of Gas and Diesel

64.26 To Approve and Execute a maintenance agreement with Cummins for generators

65.26 To Approve and Execute a Contract with Municipity Integrated Parcel Search SaaS

66.26 To Approve and Execute an agreement with Hodgson Russ LLP to represent Real Property Tax Law Article 7 Litigation Matters

67.26 To Establish and approve Town Park fees by amending the schedule of fees

MISCELLANEOUS

SUPERVISOR'S REMARKS: Supervisor John Polimeni

ADJOURNMENT

John Polimeni, Supervisor

PUBLIC HEARING

#1

To recognize the introduction of Introductory Local Law _ of 2026; To amend Chapter 270, Zoning, of the Town Code, for Change of Zone Request on ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1). Property is located between 2229 & 2193 Ghents Road on the north side and is known as Tax Map No. 70.8-1-14.

01/28/26

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: January 6, 2026

TO: John Polimeni, Town Supervisor

FROM: Peter Comenzo, Senior Planner

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

TOWN BOARD MEETING: January 14, 2026

Background Information:

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

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

Evaluation/Analysis:

Referred to Planning Commission for Report and Recommendation on November 5, 2025. Planning Commission issued a positive recommendation on November 6, 2025.

Recommendation(s):

Town Board should consider declaring lead agency pursuant to NYCRR Part 617 – State Environmental Quality Review.

Attachment/Document(s):

SEQR Environmental Assessment Form

Compliance with Purchasing Policy:

N/A

Effect(s) on Existing Law(s):

NYCRR Part 617 – State Environmental Quality Review

LEGISLATION WILL BE PREPARED BY:

Supervisors Office

Short Environmental Assessment Form

Part 1 - Project Information

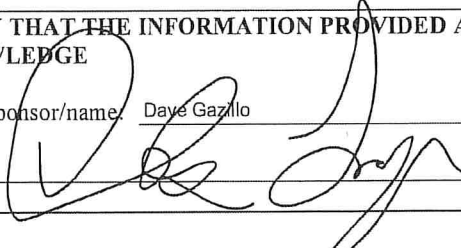
Instructions for Completing

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

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

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

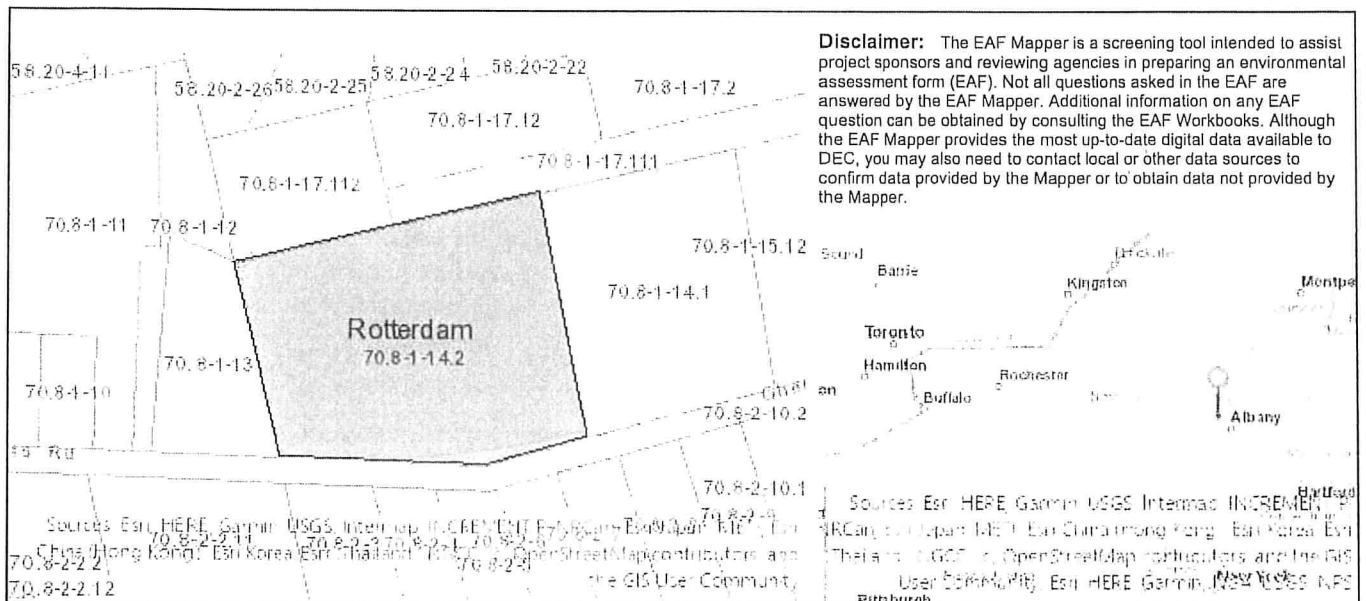
5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed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

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

PRINT FORM

EAF Mapper Summary Report

Thursday, October 2, 2025 3:59 PM



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

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LEGISLATIVE REQUEST FORM

DATE: January 6, 2026

TO: John Polimeni, Town Supervisor

FROM: Peter Comenzo, Senior Planner

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

TOWN BOARD MEETING: January 14, 2026

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

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

Evaluation/Analysis: Referred to Planning Commission for Report and Recommendation on November 5, 2025. Planning Commission issued a positive recommendation on November 6, 2025.

Recommendation(s): Town Board to call for a Public Hearing

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

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYS Town Law Article 16
Proposed Local Law of the Year 2026

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Ausfeld & Waldruff Land Surveyors LLP

514 State Street, Schenectady, New York 12305

Phone: (518) 346-1595 Fax: (518) 770-1655

www.awslslp.com

LEGAL DESCRIPTION

2193 Ghents Road
Containing 6.86 acres

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

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

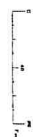
Containing in all 6.86 acres of land being more or less



July 29, 2011

Vincent P. Ausfeld P.L.S.

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



GENERAL NOTES

- PH: (618) 283-1871

[illegible]

PAGES TO MY EARTH
 DESTROYED THE CONNECTION
 SMALL COLD IN A HEAVY
 DC SAT MY MIND COMING
 CLEAR TO DC

Client: JEFFREY H. O. (DOB: 2/1/77)
M. I. S. INC. # 0925447

GHENTS ROAD
ROTTERDAM, NY

CONCEPT DEVELOPMENT PLAN	
Part	1
Rev	10/27/2025
Temp	1"=40'
Adj	256080
C101	

"A Nice Place to Live"

"A Nice Place to Do Business"



Town of Rotterdam
Office of the Planning Commission

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

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

Resolution Number PC59-2025

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

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

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

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

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

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

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

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

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

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

Resolution Number PC59-2025

Applicant: David Gazillo (Contract Vendee)

Page 2

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

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

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

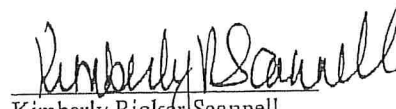
2. Subject to the considerations set forth in Paragraph 3, below, the Planning Commission hereby adopts a **positive recommendation** on the proposed Change of Zone request for the following reasons:

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

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

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


Peter J. Comenzo
Senior Planner


Kimberly Ricker Scannell
Planning Commission Chairman

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

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

Chairman Ricker-Scannell: Okay, super.

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

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

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

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

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

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

Chairman Ricker-Scannell: Okay.

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

Ms. Richer-Scannell: Okay.

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

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

Mr. Longo: Yes.

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

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

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

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

David Gazzillo (Contract Vendee)
Ghents Road

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

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

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

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

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

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

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

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

David Gazzillo (Contract Vendee)
Ghents Road

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

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

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

Mr. Signore: What about basements for the homes?

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

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

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

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

Chairman Ricker-Scannell: Yeah. Mrs. Ciampino?

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

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

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

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

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

Chairman Ricker-Scannell: Nice. Mr. Miglucchi?

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

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

David Gazzillo (Contract Vendee)
Ghents Road

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

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

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

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

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

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

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

Mr. Longo: Yes, yes.

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

Chairman Ricker-Scannell: With water?

Mr. Calder: No.

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

Chairman Ricker-Scannell: Yes, Clark?

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

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

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

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

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

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

David Gazillo (Contract Vendee)
Ghents Road

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

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

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

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

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

Mrs. Flansburg: With mature trees.

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

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

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

Mr. Collins: I'll second that.

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

Ms. Levasseur: Mr. Collins?

Mr. Collins: Yes.

David Gazillo (Contract Vendee)
Ghents Road

Ms. Levasseur: Mr. Calder?

Mr. Calder: Yes.

Ms. Levasseur: Mr. Signore?

Mr. Signore: Yes.

Ms. Levasseur: Mr. Miglucchi?

Mr. Miglucchi: Yes.

Ms. Levasseur: Mrs. Ciampino?

Mrs. Ciampino: Yes.

Ms. Levasseur: Vice Chair Flansburg?

Vice Chairman Flansburg: Yes.

Ms. Levasseur: Chairman Ricker-Scannell?

Chairman Ricker-Scannell: Yes. All right.

Mr. Longo: Thank you.

Chairman Ricker-Scannell: Thank you.

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

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

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

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

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

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

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

RESOLUTION NO. 59.26

Accepting town board meeting minutes

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the January 14, 2026, Town Board Meeting, as attached.

SECTION 2. This resolution shall become effective January 28, 2026.

DATED: January 28, 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: January 21, 2026

TO: Town Board

FROM: Megan Griffin, Town Clerk

TITLE OF REQUEST: To adopt meeting minutes of the January 14, 2026, Town Board Meeting.

TOWN BOARD MEETING DATE: January 28, 2026

Background Information: Approval and adoption of meeting minutes from January 14, 2026, Town Board Meeting are required.

Evaluation/Analysis: N/A

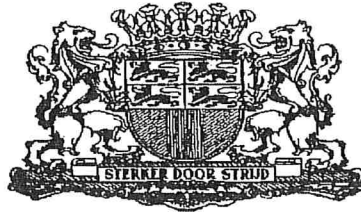
Recommendation(s): To adopt meeting minutes of the January 14, 2026, Town Board Meeting.

Attachment/Document(s): Certified Resolutions #49.26 through #58.26 from the January 14, 2026, Town Board Meeting.

Compliance with Purchasing Policy? N/A

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

LEGISLATION PREPARED BY: Town Clerk, Megan Griffin



TOWN OF ROTTERDAM

MEGAN GRIFFIN

Town Clerk

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

January 20, 2026

Certified Resolutions Nos. 49.26 through 58.26 for the year 2026 were duly adopted at the Town Board Meeting held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306, on Wednesday, January 14, 2026.

The Town Board Meeting commenced at approximately 7:00 p.m. Resolutions Nos. 49.26 through 58.26 were adopted on consent without objection.

The meeting was adjourned at approximately 7:21 p.m. upon motion by Councilmember Matelitz, seconded by Councilmember DeSantis. All Councilmembers voted in favor of adjournment.

All Councilmembers were present.

Megan Griffin

Megan Griffin, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

January 14, 2026

7:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

Any person recognized by the Town Supervisor to speak during the privilege of the floor shall direct his/her comments to the Town Supervisor as chair of the meeting. Any person granted the privilege of the floor shall first clearly state his/her name and whether they're a resident or non-resident of the Town of Rotterdam for the record. The purpose of the privilege of the floor shall be for speakers to express their views, thoughts, and speak freely. Each speaker who wishes to address the Town Board shall have an equal and reasonable opportunity to be heard by the Town Board. Each speaker should be given a maximum of three (3) minutes to address the Town Board.

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

49.26 Accepting Town Board Meeting Minutes.

50.26 To Appoint Sean Simmons to the position of Police Sergeant.

51.26 To Appoint Michelle Crandall to the position of Police Sergeant.

52.26 To Appoint Three Police Officers.

53.26 To Declare Lead Agency On A Change Of Zone Request On ±4.14 Acres Parcel From Agriculture (A-1) To Single Family Residential (R-1) Located On Ghents Road.

54.26 To Call For A Public Hearing On The Proposed Introductory Local Law Of 2026; To Amend Chapter 270, Zoning, Of The Town Code, Relating To A Change Of Zone Request On ±4.14 Acres From Agricultural (A-1) To Single Family Residential (R-1) Located On Ghents Road.

55.26 To Accept Revenue for Town Clerk's Office For December 2025.

56.26 To Negotiate and Execute an Agreement with Cummins Sales and Service.

57.26 To Accept a Monetary Donation from Soroptimist International of Schenectady.

58.26 To Declare Room 22 At The Senior Center as Surplus Town Property.

MISCELLANEOUS

SUPERVISOR'S REMARKS: Supervisor John Polimeni

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, January 14, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 49.26

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of December 17, 2025, Town Board Special meeting as attached and January 1, 2026, Organizational Town Board meeting.

SECTION 2. This resolution shall become effective January 14, 2026.

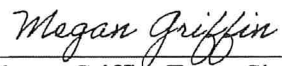
DATED: January 14, 2026

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 January 14, 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 January 20, 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, January 14, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 50.26

TO APPOINT SEAN SIMMONS TO THE POSITION OF POLICE SERGEANT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Patrolman Sean Simmons is hereby appointed to the position of Sergeant 2nd, probationary, with full employee benefits, at an annual salary of one hundred seven thousand five hundred twenty-nine dollars and 11/100 (\$107,529.11), commencing January 24, 2026.

SECTION 2. This resolution shall be effective January 14, 2026.

DATED: January 14, 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 January 14, 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 January 20, 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, January 14, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 51.26

TO APPOINT MICHELLE CRANDALL TO POLICE SERGEANT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Detective Michelle Crandall is hereby appointed to the position of Sergeant 2nd, probationary, with full employee benefits, at an annual salary of one hundred seven thousand five hundred twenty-nine dollars and 11/100 (\$107,529.11), commencing January 24, 2026.

SECTION 2. This resolution shall be effective January 14, 2026.

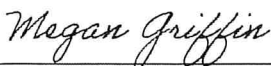
DATED: January 14, 2026

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 January 14, 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 January 20, 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, January 14, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 52.26

TO APPOINT THREE POLICE OFFICERS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed to the position of Police Officer (Patrolman 6th), full-time, probationary with full employee benefits at an annual salary of fifty thousand ninety-five dollars and 35/100 (\$50,095.35), commencing February 6, 2026:

Jack Armstrong
Dillon DePiero
Matteo Tiscione

SECTION 2. This resolution shall be effective January 14, 2026.

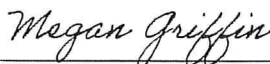
DATED: January 14, 2026

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 January 14, 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 January 20, 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, January 14, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 53.26

**TO DECLARE LEAD AGENCY ON A CHANGE OF ZONE REQUEST ON ±4.14 ACRES
PARCEL FROM AGRICULTURE (A-1) TO SINGLE FAMILY RESIDENTIAL (R-1)
LOCATED ON GHENTS ROAD**

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 declares the Town Board as Lead Agency under 6 NYCRR Part 617 SEQR (State Environmental Quality Review) Change of Zone Request on ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1). Property is located between 2229 & 2193 Ghents Road on the north side and is known as Tax Map No. 70.8-1-14.2.

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

SECTION 3. This resolution shall become effective January 14, 2026.

DATED: January 14, 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 January 14, 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 January 20, 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, January 14, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 54.26

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2026; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE REQUEST ON ±4.14 ACRES FROM AGRICULTURAL (A-1) TO SINGLE FAMILY RESIDENTIAL (R-1) LOCATED ON GHENTS ROAD

WHEREAS, the Town Board has recognized the introduction of Introductory Local Law __ of 2026; To amend Chapter 270, Zoning, of the Town Code, for Change of Zone Request on ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1). Property is located between 2229 & 2193 Ghents Road on the north side and is known as Tax Map No. 70.8-1-14.2; and

WHEREAS, the Planning Commission, on November 5, 2025, issued a positive recommendation on the Change of Zone requested by the applicant; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on January 14, 2026; NOW

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 Town Clerk 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: the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 28th day of January 2026 for the following purpose:

To recognize the introduction of Introductory Local Law __ of 2026; To amend Chapter 270, Zoning, of the Town Code, for Change of Zone Request on ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1). Property is located between 2229 & 2193 Ghents Road on the north side and is known as Tax Map No. 70.8-1-14.

DATED: January 14, 2026

Daily Gazette: Please publish once on January 16, 2026

Town Clerk Post

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

SECTION 2. This resolution shall become effective January 14, 2026.

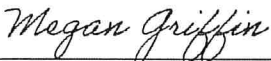
DATED: January 14, 2026

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 January 14, 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 January 20, 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, January 14, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 55.26

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR DECEMBER 2025

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of December 2025 has been placed on file and the town clerk's check in the amount of four thousand one hundred seventy-one dollars and 84/100 (\$4,171.84) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective January 14, 2026.

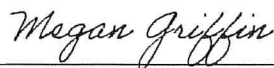
DATED: January 14, 2026

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 January 14, 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 January 20, 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, January 14, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 56.26

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CUMMINS SALES AND SERVICE

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 Cummins Sales and Service for a (2) two-year Maintenance Agreement for the generator at the 4th Street pump station in the amount not to exceed two thousand two hundred seventy-six dollars and 58/100 (\$2,276.58).

SECTION 2. This resolution shall become effective January 14, 2026.

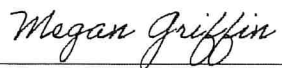
DATED: January 14, 2026

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 January 14, 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 January 20, 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, January 14, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 57.26

TO ACCEPT A MONETARY DONATION FROM SOROPTIMIST INTERNATIONAL OF SCHENECTADY

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 accepts a monetary donation from Soroptimist International of Schenectady in the amount of fifty dollars and 00/100, (\$50.00) for the Rotterdam Senior Center.

SECTION 2. The funds shall be made available to the Rotterdam Senior Citizens Center by increasing the budget of "Programs for the Aging" (A-6772-4000) by \$50.00.

SECTION 3. This resolution shall become effective January 14, 2026.

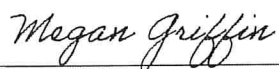
DATED: January 14, 2026

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 January 14, 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 January 20, 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, January 14, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 58.26

TO DECLARE ROOM 22 AT THE SENIOR CENTER AS SURPLUS TOWN PROPERTY

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 declares Room 22 at the Senior Center, 2639 Hamburg St, Schenectady, NY 12306 surplus town property and further authorizes the Town Supervisor to negotiate and execute a lease agreement.

SECTION 2. This resolution shall become effective January 14, 2026.

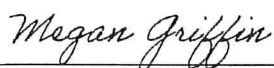
DATED: January 14, 2026

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 January 14, 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 January 20, 2026.


Megan Griffin, Town Clerk



RESOLUTION NO. 60.26

Extend Chemical Supplier Contract with JCI for Chlorine Gas

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 approve and execute an agreement with JCI Jones Chemical Inc. from 1/1/26 to 12/31/26 to provide Chlorine gas to Water District #5 Treatment Plant at the same rate as 2025 prices of 150 lb Cylinders at Four hundred dollars (\$400.00) a cylinder .

SECTION 2. This resolution shall become effective January 28, 2026 .

DATED: January 28, 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: January 14th, 2026

TO: Town Board

FROM: Justin Peterson, Sr. Water Plant Operator

TITLE OF REQUEST: Extend Chemical Supplier Contract- Chlorine Gas

TOWN BOARD MEETING: January 28th, 2026

Background Information: Rice Rd. Water Plant utilizes chlorine gas for disinfection.

Evaluation/Analysis: JCI Jones Chemical Inc. has been the sole bidder to provide chlorine gas for the last couple of years. They have offered to extend their 2025 price through 2026. Historically, the price increases each year.

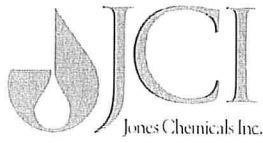
Recommendation(s): Town Board approve price extension to provide Chlorine Gas to the Water District #5 Treatment Plant for 2026

Attachment/Document(s): Contract extension letter

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisors Office



January 7, 2026

Town of Rotterdam
Attn: Justin Peterson
1100 Sunrise Blvd
Rotterdam, NY 12303

Dear Mr. Peterson,

We are pleased to renew our current contract as follows:

PRODUCT	PACKAGE	PRICE
Chlorine Gas	150 lb Cylinders	\$400.00/cyl

All pricing, terms, and conditions will remain the same.

The extension is effective 1/1/26-12/31/26.

Thank you for your business- we look forward to supplying you for another year!

Sincerely,

A handwritten signature in cursive script that reads "Summer Mello".

Summer Mello- Vice President
JCI Jones Chemicals, Inc
Corporate Office
summer@jcichem.com

Corporate Offices • 1765 Ringling Blvd. • Sarasota, Florida 34236 • *telephone:* 941.330.1537 • *facsimile:* 941.330.9657 • 800.477.1078
Branch Locations • Warwick, NY • Caledonia, NY • Barberton, OH • Riverview, MI • Merrimack, NH • Charlotte, NC
Jacksonville, FL • Beech Grove, IN • Milford, VA • Tacoma, WA • Torrance, CA
www.jcichemicals.com

RESOLUTION NO. 61.26

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 13th of February 2026, at 10:30 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

SODIUM HEXAMETAPHOSPHATE SERVICES

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

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

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

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

DATED: January 28, 2026

BidNet: Please publish on January 30, 2026

Daily Gazette: Please publish once on January 30, 2026

Town Clerk Post

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

DATED: January 28, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

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: January 14th, 2026

TO: Town Board

FROM: Justin Peterson, Sr. Water Plant Operator

TITLE OF REQUEST: Call for Bids- Sodium Hexametaphosphate

TOWN BOARD MEETING: January 28th, 2026

Background Information: Rice Rd. Water Plant utilizes Sodium Hexametaphosphate for corrosion control.

Evaluation/Analysis: Annual price request per 50/lb bag from chemical suppliers for 2026

Recommendation(s): Town Board call for bids to provide Sodium Hexametaphosphate to Water District #5 Treatment Plant for 2026

Attachment/Document(s): None

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town of Rotterdam
Request for Bids

SODIUM
HEXAMETAPHOSPHATE

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

TOWN OF ROTTERDAM
BID FORM

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

SODIUM HEXAMETAPHOSPHATE
Minimum amount required: 18,000 lbs.

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

Price per 50 lbs.: \$ _____

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

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

Signature

Name of Company or Corporation

Address

City

State

Zip

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

Town of Rotterdam
SODIUM HEXAMETAPHOSPHATE
Detailed Specifications

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

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

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

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an 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: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

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

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

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

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

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

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

status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted

verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

- Bullying, yelling, name-calling.

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

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

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

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

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

Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

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

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

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

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

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

violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

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

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to

have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 62.26

Budget Transfer to fund work at Highway Garage

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 transfer funds in the total amount of four thousand dollars (\$4000.00) from account A5132-4904 to account A5010-4900 for work being done at the Highway Garage offices.

SECTION 2. This resolution shall become effective January 28, 2026

DATED: January 28, 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: January 21, 2026

TO: Town Board

FROM: Robert Denny, Highway Superintendent

TITLE OF REQUEST: Budget Transfer to fund the work being done in the Highway Garage offices

TOWN BOARD MEETING: January 28, 2026

Background Information: Highway Superintendents Office and bathrooms need an update.

Evaluation/Analysis: The Highway Superintendent's office and bathrooms need an update due to black mold in the walls.

Recommendation(s): To transfer the total amount of four thousand dollars from the following lines below with the designated amount.
A5132-4904 (\$4,000) to AS010-4900

Attachment/Document(s): Budget transfer memorandum

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Memorandum

To: Alison Grace, Comptroller
From: Robert Denny, Highway Superintendent
Subject: Budget Transfer
Date: January 21, 2026

Please transfer the following funds to cover 2026 expenses:

To: AS010-4900 Building Repairs	+\$4,000
From: A5132-4904 Garage Maint. & Supplies	-\$4,000

Thank you,



Robert Denny
Highway Superintendent

RESOLUTION NO. 63.26

To approve 2025 quarterly expense transfers of gas and diesel

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A5132 4304	FROM: Central Gas Expenditure	-20,654.50
General	A3120 4302	INTO: Patrol Vehicle Gas	+15,205.29
General	A3310 4302	INTO: Traffic Control Gas	+442.24
General	A7110 4302	INTO: Parks Gas	+2,654.75
General	A1355 4302	INTO: Assessor	+29.57
General	A3410 4302	INTO: Fire Fight Gas	+2,322.65
General	A5132 4304	FROM: Central Gas Expenditure	-3,074.56
Highway	DA5110 4304	INTO: Fuel General	+1,367.92
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+1,706.64
General	A5132 4304	FROM: Central Gas Expenditure	-2,332.21
S2	S28120 4302	INTO: S2 Gas Oil Lube	+2,332.21
General	A5132 4304	FROM: Central Gas Expenditure	-2,434.12
W5	W58340 4302	INTO: W5 Gas Oil Lube	+2,434.12

SECTION 2. . Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **DIESEL** expenditures to the various accounts for 2025 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-3,097.47
General	A8189 4302	INTO: Landfill Gas	+1,677.44
General	A3410 4302	INTO: Fire Fight Gas	+1,420.03
General	A3120-4202	INTO: Police Diesel Generator	+
Highway	A5132 4304	FROM: Central Diesel Expenditure	-14,096.14
Highway	DA5110 4304	INTO: Fuel General	+3,665.09

Highway	DA5140 4304	INTO: Fuel Brush & Weed	+10,431.05
<i>Fund</i>	<i>Account No</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-490.60
S2	S28120 4302	INTO: S2 Gas Oil Lube	+490.60
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-509.50
W5	W58340 4302	INTO: W5 Gas Oil Lube	+509.50

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

DATED: January 28, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: January 22nd, 2026

TO: Town Board

FROM: Donna Larsen

TITLE OF REQUEST: To approve 2025 Quarterly Expense Transfers of Gas and Diesel

TOWN BOARD MEETING DATE: January 28, 2026

Background Information: Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following GAS expenditures to the various accounts for 2025 are hereby audited and approved. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **DIESEL** expenditures to the various accounts for 2025 are hereby audited and approved:

Evaluation Analysis: Quarterly Expense Transfers of Gas and Diesel

Recommendation(s): Town Board Approve the quarterly expense transfers of gas and diesel

Attachment/Document(s): Breakdown of transfer funds and amounts

Compliance with Purchasing Policy? N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 64.26
Maintenance Agreement Generators

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute an agreement with Cummins Sales and Service for a (2) two year Maintenance Agreement on the generator at the Whispering Pines and Helderberg #1 pump stations in amounts not to exceed \$3,702.70 and \$1,647.92 respectively.

SECTION 2. This resolution shall become effective January 28, 2026.

DATED: January 28, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

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LEGISLATIVE REQUEST FORM

DATE: January 21, 2026

TO: Town Board

FROM: Lisa Gallo, DPWC 

TITLE OF REQUEST: Authorize Supervisor to enter into a Two (2) Year Maintenance Agreement – Generators – Helderberg #2 & Whispering Pines Pump Stations

TOWN BOARD MEETING: January 28, 2026

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

Evaluation/Analysis: The Whispering Pines Pump Station service that was provided with the purchase has expired. A quote for continued service for service of the generator for 2 years.
Contract amount not to exceed \$3,702.70.
The Helderberg #2 Generator was recently replaced and attached is a contract to service the generator for 2 years. Contract amount not to exceed \$1,647.92.

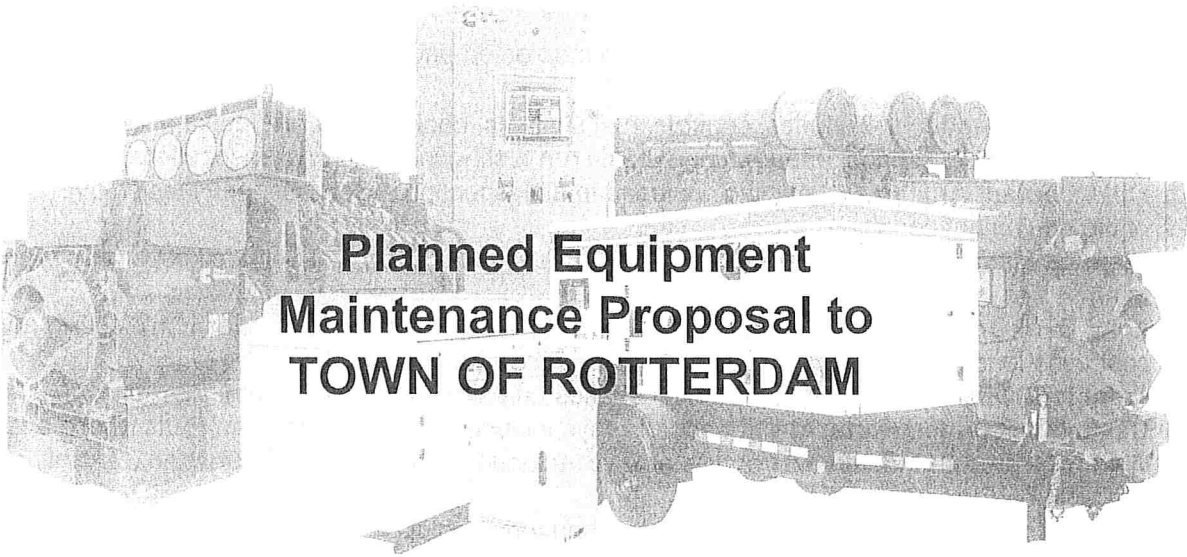
Recommendation(s): Authorize Supervisor to sign the Cummins Sales and Service Planned Equipment Maintenance Agreement not to exceed \$5,350.62

Attachment/Document(s): Cummins Sales and Services Planned Maintenance Proposal dated January 21, 2026.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

A grayscale background image of a truck equipped with a large generator or power unit on its back.

Planned Equipment Maintenance Proposal to TOWN OF ROTTERDAM



To the attention of: TOWN OF ROTTERDAM

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

Cummins Available Planned Maintenance Services:

Cummins offers the following services - based on your selected packages these may or may not be included:

- System Inspections:** Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.
- Oil & Coolant Analysis:** Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.
- Planned Maintenance:** Clean filters and oil changes included in Full Service keeps your product ready to run.
- Load Bank Testing:** Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.
- Transfer Switch & Switchgear:** Cummins takes care of your whole system.
- Cummins Branded Parts:** Maintenance always includes Cummins Genuine Parts where applicable.
- Warranty:** Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.
- Digital Monitoring:** Cummins offers remote monitoring solutions for your products to ensure availability and minimize unexpected costs.
- Additional Available Services:** Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

Pricing for Services:

This 2 year proposal has been customized for your equipment and operations as described here:

<u>Customer Information:</u>	<u>Contact Information:</u>
TOWN OF ROTTERDAM	Name: Alan Aldi
1100 SUNRISE BLVD, ROTTERDAM, New York, 12306-2936	Phone Number:
Account Number: 513424	Cell: 518-365-7344
	Email: aaldi@rotterdamny.org



The package Custom Bundle includes the below services for this equipment:

<u>Site Information:</u>			<u>Equipment Information:</u>		
HELDERBERG #2			Manufacturer: Generac		
490 Steeple Way			Model: RG02515GNAX		
Schenectady, New York 12306			Engine Serial Number:		
United States			Genset Serial Number: 3018610856		
Access: Standard			ATS Serial Number:		
Access Notes:			Quantity: 1		
<u>Service Branch:</u>			Install Date:		
Cummins Sales & Service - Albany NY			Warranty Expiration Date:		
101 RAILROAD AVE					
ALBANY, New York 12205-5743					
United States					
<u>Year 1</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	303.77	303.77
	Full Service	Annually	1	520.19	520.19
				Year 1 Extended Total:	823.96
<u>Year 2</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	303.77	303.77
	Full Service	Annually	1	520.19	520.19
				Year 2 Extended Total:	823.96

Price of Services per Unit: USD 1,647.92

Total Price of Services: USD 1,647.92



The package Custom Bundle includes the below services for this equipment:

<u>Site Information:</u>			<u>Equipment Information:</u>		
Whispering Pines			Manufacturer: Generac		
2069 Rosedale Way			Model: RG080045KNAX		
Schenectady, New York 12303			Engine Serial Number:		
United States			Genset Serial Number: 3014971926		
Access: Standard			ATS Serial Number:		
Access Notes:			Quantity: 1		
<u>Service Branch:</u>			Install Date:		
Cummins Sales & Service - Albany NY			Warranty Expiration Date:		
101 RAILROAD AVE					
ALBANY, New York 12205-5743					
United States					
<u>Year 1</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	359.25	359.25
	Full Service	Annually	1	668.14	668.14
				Year 1 Extended Total:	1,027.39
<u>Year 2</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	359.25	359.25
	Full Service	Annually	1	668.14	668.14
				Year 2 Extended Total:	1,027.39

Price of Services per Unit: USD 2,054.78
Total Price of Services: USD 2,054.78

<u>Year 1 Extended Total:</u>	USD 1,851.35
<u>Year 2 Extended Total:</u>	USD 1,851.35
<u>Extended Total Agreement - PreTax:</u>	USD 3,702.70

Notes:

Anything not specifically addressed above is not included.

Customer Responsibilities:



The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

Proposal Considerations:

1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.
2. All pricing above is stated excluding any and all taxes.
3. This quotation is open for acceptance for 60 days after which both price and service delivery period will be subject to confirmation prior to acceptance of proposal.
4. The pricing in this quotation will remain the same over the duration of the term.
5. This proposal is offered in U.S. Dollar.
6. Payment terms for this quote are Pay as you go.

This maintenance proposal is expressly conditioned upon acceptance of the <https://www.cummins.com/regional-terms-and-conditions/powercare> of Cummins' Maintenance Agreement.

I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.

To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.

Sincerely,

Travis Sansone
oj867@cummins.com
www.cummins.com

Please return signed agreement to: oj867@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.

Customer Approval (Quote ID Q-421420)

Name: _____

Title: _____

Signature: _____

Date: _____

Approval Cummins Sales & Service - Albany NY

Name: _____

Title: _____

Signature: _____

Date: _____

Generator Planned Equipment Maintenance INSPECTION



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

BATTERIES AND BATTERY CHARGER

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

FUEL SYSTEM

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

COOLING SYSTEM

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

LUBRICATION SYSTEM

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

GENSET CONTROLS AND ACCESSORIES

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

INTAKE AND EXHAUST SYSTEMS

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

GENERAL CONDITIONS

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

TRANSFER SWITCH

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

AFTERTREATMENT (Upon request)

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

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

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

LUBRICATION OIL & FILTRATION SERVICE

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

* Additional Charge

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

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

January 28, 2026

RESOLUTION NO. 65.26

Approve and Execute contract with Muncity Intergrated Parcel SaaS

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 a contract with Muncity Intergrated Parcel Management SaaS for a (3) three year Contract for integrating the Muncity program within the Town of Rotterdam for use with Code, Planning, Zoning, payments etc. First year Fifty two thousand dollars (\$52,000.00), second year ten thousand dollars (\$10,000.00) and third year eleven thousand and twenty six dollars (\$11,026).

SECTION 2. This resolution shall become effective January 28, 2026

DATED: January 28, 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: January 22, 2026

TO: Town Board

FROM: Supervisor, John Polimeni

TITLE OF REQUEST: Approve and execute contract with Municipality
Intergrated Parcel Management SaaS

TOWN BOARD MEETING: January 28th, 2026

Background Information: The past couple years the Town of Rotterdam has been slowly updating outdated and obsolete technology throughout the town. Municipality would integrate most aspects of code, zoning and mapping for the Town.

Evaluation/Analysis: The town's IT infrastructure is still in need of updates. We are also working to update further processes and programs in an effort to streamline and consolidate the workload. Pricing would be over a 3 year period starting at \$52,000.00 for year 1 with set up and year 2 \$10,500.00 and year 3 at \$11,026

Recommendation(s): Town Board approve and execute a contract for Municipality Services

Attachment/Document(s): Municipality proposal

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

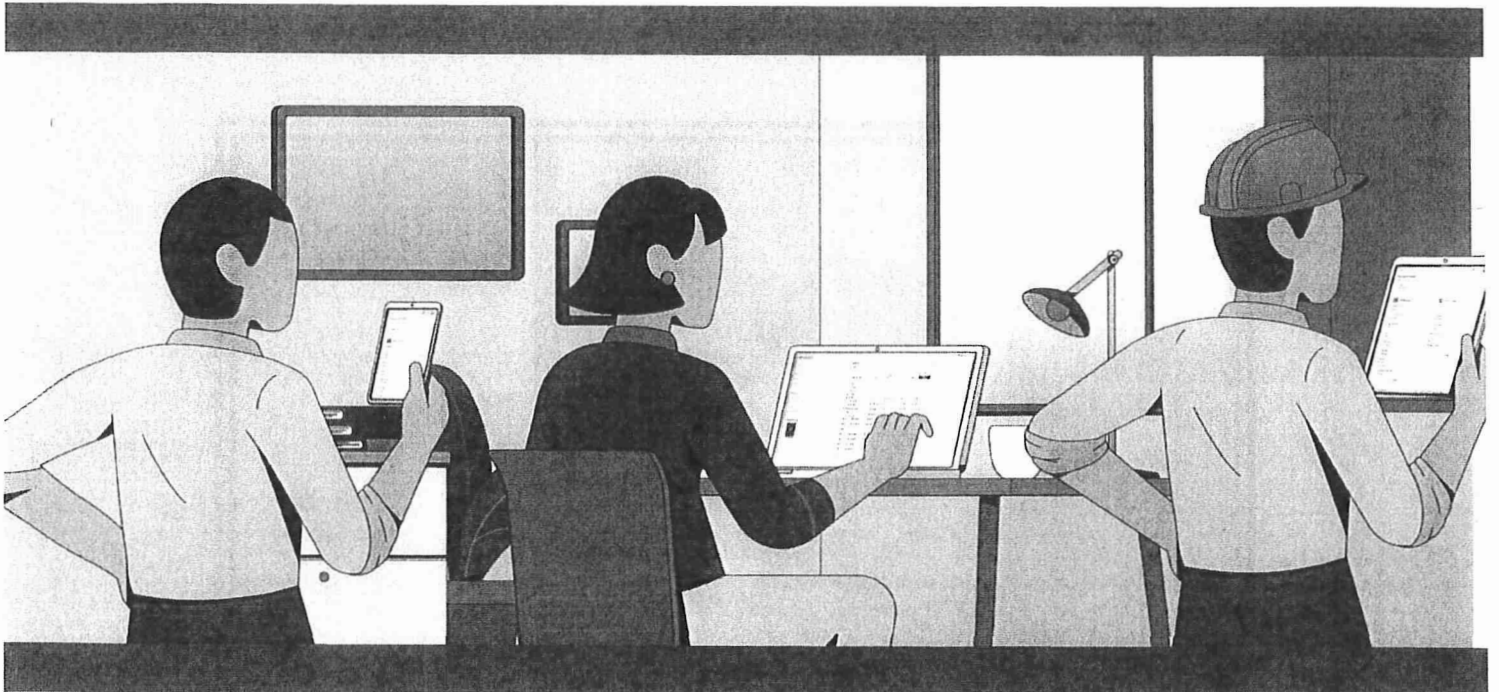
LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town of Rotterdam

Schenectady County

Proposal for Municipity™ Integrated Parcel Management SaaS

Valid through January 31st, 2026



Bruce Cadman
Senior Solutions Account Executive
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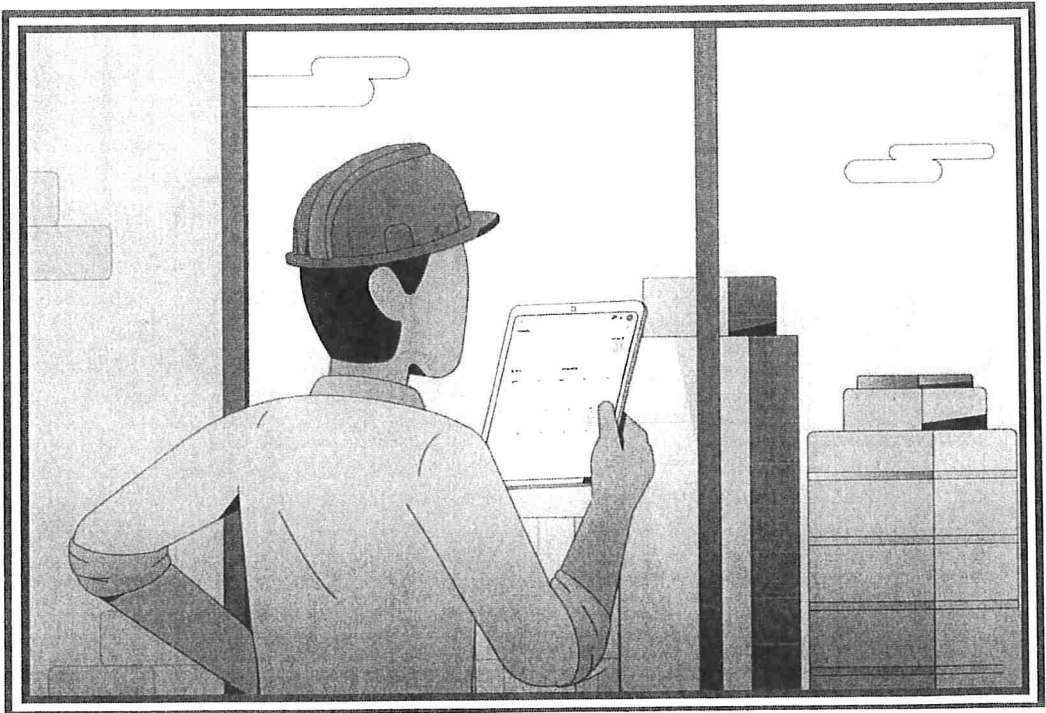
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CUSTOMER NEEDS AND REQUIREMENTS

Summation of the key project data:

Processes Included in Project:

- Applications to Certificate
- Code Enforcement
- Planning and Zoning Applications
- Assets and Inspections
- Work Orders and Maintenance
- License Application/Renewal Management
- *Optional: Property Compliance*
- Municipality Connect (*specific POW to Connect listed below*)
 - Application Submit/Pay

Municipal Departments Included in Project:

- Codes, Planning, Administration, Stormwater, Public Works, Parks, Water

Total Initial User Count [*unlimited users*]:

- (11) Users

Integrations for Project Inclusion:

- RPS Assessment Software – Municipality Scheduled Parcel Updater Service
 - *Please note, it is the responsibility of the Customer, (the municipality or entity), to provide access to the required Parcel data. If direct access cannot be granted, the Customer must coordinate with the data owner to obtain and deliver the necessary information to Municipality. At a minimum, the provided data must include a unique identifier, address, owner name, and owner mailing address. Any costs associated with obtaining this data are the sole responsibility of the Customer.*
- *Optional: Payment Processor – Online Payments via Municipality Connect*
 - *The payment processor integration with Municipality allows electronic payment processing for Credit Card online payment processing/acceptance via Municipality Connect. Note: Requires an active contract agreement with selected payment processor to configure. Additional Note, Payment Processor configuration is for Online payments through Municipality Connect only. If desktop terminals need to be configured, they can be added for additional cost. Hardware sold separately.*

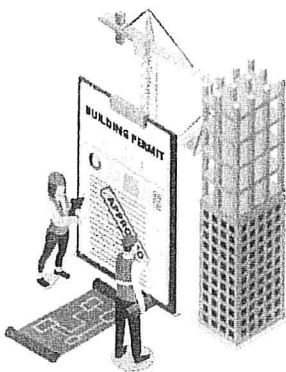
Data Conversion Included in Project:

- Legacy Data Conversion – IPS/BAS Legacy Data
- Local Municipal Code Import – eCode360®

MUNICIPITY PROGRAMS OF WORK

Municipity provides a variety of functionality to streamline important aspects of the Building, Planning and Zoning functions within a municipal government. These processes can apply to one department, or they can be spread across multiple departments depending on how the government operation is structured. The following are each of the current processes within Municipity 5 along with descriptions and the processes supported in each of the processes.

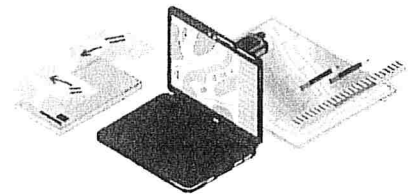
Application to Certificate



- **Permit Application Processing:** Receive and manage building permit applications for changes or enhancements to parcels and structures.
- **Application Review & Approval Workflow:** Coordinate review tasks and approvals across departments with built-in tracking and task management.
- **Fee Tracking & Payment Management:** Monitor and manage application-related fees with accurate, real-time tracking tools.
- **Inspection & Re-Inspection Scheduling:** Conduct and document inspections and re-inspections for permitted work, ensuring compliance before closing permits.
- **Certificate Issuance:** Generate and issue certificates upon successful completion of inspections and approvals.
- **Mobile Inspection Support:** Enable inspectors to perform on-site inspections, upload findings, and update permit status directly from the field.

Planning & Zoning Applications

- **Application Intake & Processing:** Accept and manage planning and zoning applications such as variances, subdivisions, and rezoning requests.
- **Approval Workflow Management:** Coordinate and track approval tasks, including scheduling and documenting planning board and zoning meetings.
- **Fee Tracking & Payment Management:** Monitor application fees with built-in tools for accurate tracking and reporting.
- **Escrow & Bond Account Tracking:** Manage financial accounts related to projects, including escrow deposits and bond requirements.
- **Project Monitoring & Status Updates:** Maintain visibility into project progress with centralized tracking and real-time status updates.

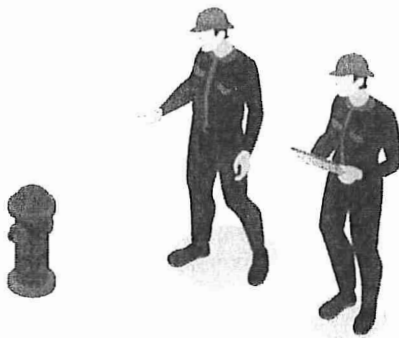


Code Enforcement



- **Violation Identification & Verification:** Log and confirm code violations across properties with tools for documentation and evidence collection.
- **Notice of Violation & Order to Remedy:** Generate and issue formal notices with prescribed corrective actions, deadlines, and compliance instructions.
- **Inspection Tracking for Violations:** Schedule and monitor follow-up inspections to ensure timely resolution and compliance.
- **Ticketing & Court Case Management:** Manage citations, track outstanding violations, and manage court appearances for unresolved cases.

Assets & Inspections



- **Asset Creation & Management:** Register and manage municipal assets such as signs, hydrants, and park equipment with detailed data fields.
- **Recurring Inspection Scheduling:** Set up and track recurring inspections for assets to ensure safety and maintenance compliance.
- **Detailed Inspection Checklists:** Use customizable checklists to document inspection results, including pass/fail status and ordinance references.
- **Dashboards & Reporting:** Monitor asset status and inspection schedules with visual dashboards and printable reports.
- **Bulk Notifications & Fee Tracking:** Send reminder letters for upcoming inspections and manage associated inspection fees.
- **Mobile Inspection Support:** Conduct inspections in the field with mobile access to asset records and checklist tools.

Work Orders & Maintenance

- **Work Order Creation & Assignment:** Create, assign, and track one-time or recurring work orders for municipal infrastructure and services.
- **Material & Time Tracking:** Log stockpiles, materials used, and labor hours for accurate resource management.
- **Recurring Maintenance Scheduling:** Set up and manage ongoing maintenance tasks for internal teams or third-party contractors.
- **Dashboards & Notifications:** Visualize work order status and send bulk reminders for upcoming maintenance tasks.
- **Fee Tracking & Mobile Access:** Track related costs and enable mobile updates from the field for real-time progress reporting.

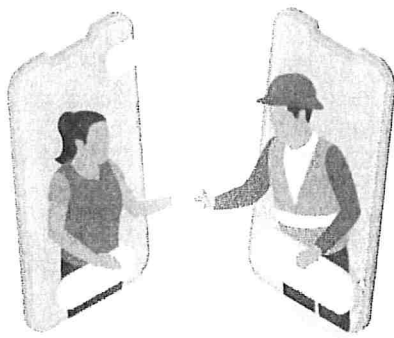


Licensing Management



- **License Application Processing:** Accept and manage applications for contractor, business, and clerk-managed licenses (e.g., liquor, games of chance).
- **License Issuance & Renewals:** Issue licenses and manage renewal cycles with task tracking and approval workflows.
- **Expiration Alerts & Bulk Letters:** Generate bulk notifications for upcoming license expirations to keep licensees informed.
- **Fee Tracking & Compliance Monitoring:** Track payments and ensure all licensing requirements are met, including insurance validation.

Connect Public Portal

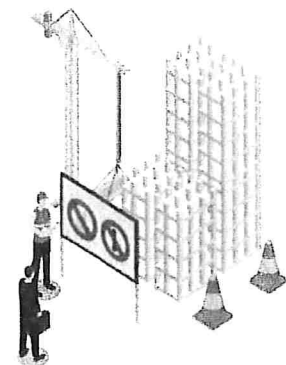


- **Online Permit & License Applications:** Allow citizens to apply for permits and request new licenses through a user-friendly online portal.
- **Inspection Requests & Status Tracking:** Enable residents to request inspections, view their status, and review inspection history.
- **Complaint & Request Submissions:** Accept public complaints and service requests directly through the portal.
- **Vacancy & Landlord Registration:** Facilitate online registration of vacant properties and rental units for streamlined compliance.

Optional Processes for Inclusion:

Property Compliance

- **Vacancy & Rental Property Registration:** Identify, verify, and register vacant, abandoned, and rental properties, including landlord and occupant details.
- **Ordinance-Based Inspection Checklists:** Conduct detailed inspections using customizable checklists aligned with municipal and state codes for fire safety, health, and public assembly.
- **Scheduled Inspection Tracking:** Monitor and manage recurring inspections for public safety, fire safety, and health compliance with reminders and dashboards.
- **Compliance Documentation & Reporting:** Generate printouts detailing ordinance violations, checklist failures, and compliance status for clear communication and enforcement.
- **Fee & Notification Management:** Track related fees and send bulk reminder letters for upcoming inspections or registration renewals.

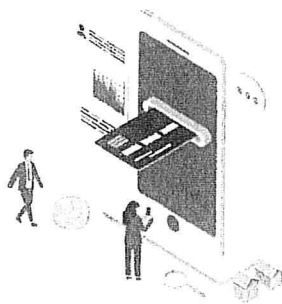


MUNICIPALITY CONNECT PROGRAMS OF WORK

The Municipality Connect Public Portal allows municipalities to connect directly with constituents to view property data, pay fees*, submit applications, apply for renewals, request inspections, report issues/complaints, etc. Available processes are determined by the municipality, selected from the list below:

**Please note that payments through the Municipality Connect Public Portal require an integration with an existing payment processor to configure. Products sold separately.*

Parcel Data Lookup and Online Bill Pay



- **Easy Public Access to Parcel Information:** Residents can quickly search for parcel details, permits, and complaints through a user-friendly online portal.
- **Online Bill Payment Made Simple:** Constituents can pay fees securely by invoice number or through their personalized dashboard.
- **Customizable Public Data Visibility:** Municipalities control what parcel information is shared, helping reduce public information request workloads.
- **Track Applications with Ease:** Users can create accounts to monitor the status of applications submitted in their name.
- **Enhanced Communication Tools:** Staff can engage with applicants directly through built-in commenting features in Muncicity.



Application Submit/Pay

- **Streamlined Application Management:** Staff can easily review, track, and approve public applications through intuitive internal dashboards.
- **Efficient Payment Oversight:** Monitor and confirm fee payments submitted online, reducing manual processing and improving accuracy.
- **Improved Public Communication:** Instantly share base documents and updates to applicants, keeping them informed and reducing inquiry volume.
- **Centralized Inspection & Certificate Tracking:** View inspection statuses and certificate requests in one place, ensuring timely follow-up and completion.
- **Enhanced Workflow Visibility:** Gain full visibility into application progress and approval tasks, helping departments stay aligned and responsive.



INVESTMENT DETAIL & OPTIONS

Prices noted for setup, configuration, training, and other services are valid through January 31, 2026.

MUNICIPAL SUITE					
Annual SaaS Subscription					
Municipality 5 / Web-hosted Subscription	Includes	Year 1	Year 2 ^①	Year 3 ^①	
Annual Municipality Suite Subscription	Access to Municipality 5 site, Municipality Mobile, Municipality Connect public portal application, and ICC Code Access* with up to 20 ICC Digital code books selections	\$9,000	\$9,450	\$9,923	
Annual Maintenance for Scheduled Parcel Updater Service – RPS	n/a	\$1,000	\$1,050	\$1,103	
Municipality 5 Total Annual SaaS		\$10,000	\$10,500	\$11,026	
Municipality Project Implementation and Training Services					
Stage 1 – Municipality 5	Departments	POW	Year 1	Year 2 ^①	Year 3 ^①
Municipality 5 POW Implementation [set-up, configuration, templating, printouts etc.]	Codes, Planning, Administration, Stormwater, Public Works, Parks, Water	- Application to Certificate - Code Enforcement - P&Z Applications - Assets & Inspections - Work Orders & Maintenance - License Application/Renew	\$25,000	-	-
Municipality 5 Training [Remote, training materials to be provided, includes (2) Remote Go-Live Support Days]			\$4,000	-	-
Data Migrations: IPS/BAS Legacy Data [up to 30 hours]			\$5,000	-	-
Local Digital Municipal Code Import – eCode360® ^②			\$1,500	-	-
Municipality 5 Total Services			\$35,500	-	-
Integration Implementation Services					
Integrations					
Scheduled Parcel Updater Service Set-up and Configuration			\$1,500	-	-
Integrations Total Services			\$1,500	-	-
Municipality Connect Public Portal Application Implementation and Training					
Municipality Connect Implementation [one-time set-up for building database & process configuration]	Building	- Application Submit/Pay	\$5,000	-	-
Municipality Connect Training (Remote, training materials to be provided)			\$200		
Municipality Connect Total Services			\$5,200	-	-
Total Yearly Cost					
			\$52,200	\$10,500	\$11,026
Note – does not include additional integrations with 3 rd party applications or additional Data Migrations					

¹The Municipality ICC Code Access feature creates a search interface within Muncity to easily pull code content from the ICC digital code records into Muncity for citations, violations, notices, etc. In addition to setup and maintenance, this also includes a subscription to access to up to 20 digital ICC Code titles. This setting can be turned on or off at the request of the Municipality. Please note that declining this functionality does not result in a price reduction.

²After the first year ICC Community Development may raise the annual support contract by 5% or by the previous year's annual Cost of Living Adjustment (COLA) as calculated by the US Social Security Administration, whichever is greater. ICC Community Development will provide the Municipality with notice of any proposed increase no later than ninety (90) days prior to the anniversary date of the Contract. The absence of such notice shall be construed as ICC Community Development's intent to maintain the annual support contract at the prior years' amount.

³The Municipal Code Import is a one-time data upload of the entire code into the Muncity 5 system for reference/citation/etc. Any future code updates beyond the initial import, (due to supplementation changes or other), will require additional export services and will be subject to Change Order.

MUNICIPALITY OPTIONAL COMPONENTS (please select the checkbox of the desired options to include in project)

☐ OPTIONAL COMPONENT – [TBD] PAYMENT PROCESSOR INTEGRATION

Annual SaaS Subscription					
Subscription	Users	Year 1	Year 2	Year 3	
Annual Maintenance for [TBD] Payment Processor Integration	n/a	\$800	\$840	\$882	
Implementation and Training					
Implementation	Departments				
Integrations: [TBD] Payment Processor – Muncity (set up, configuration, and testing/reworking)	n/a	\$700	-	-	
Total Yearly Cost					
		\$1,500	\$840	\$882	
Note – If selected, associated fees will be added to the pricing for Desktop and Mobile set-up and annuities.					

¹ Functionality Description: Payment Processor integration with Muncity allows for electronic payment processing for Credit Card online payment processing/acceptance via Muncity Connect. Note: Requires an active contract agreement with selected payment processor to configure. Product sold separately.

² Payment Processor pricing is contingent upon the Municipality selecting a payment processor from the following list of pre-configured integrations, (please note, this requires the Municipality to have an existing contract with one of the following payment processing companies):

- EB2Gov – InterwareDev *preferred
- Payroc (FKA i3 Merchant Solutions) *preferred
- Forte
- Catalis/VPS

*Please note that Payment Processor configuration is for Online payments through Muncity Connect only. If desktop terminals need to be configured, they can be added for additional cost. Hardware sold separately.

☐ OPTIONAL COMPONENT – PROPERTY COMPLIANCE PROCESS

Additional Implementation and Training					
Muncity 5 Implementation	Departments	POW	Year 1	Year 2	Year 3
Muncity 5 Program of Work Implementation (set-up, configuration, templating, etc.)	Codes	- Property Compliance	\$5,000	-	-
Muncity 5 Program of Work Training (Remote, training materials to be provided)	Codes	- Property Compliance	\$175	-	-
Total Yearly Cost					
			\$5,175	N/A	N/A
Note – if selected, associated fees will be added to the pricing for Implementation on the First Year total.					

The base Muncity subscription license charges support the following:

- Annual Software subscription – this is the actual cost of the software license itself and is an annual recurring expense.
- Hosting – This covers the cost of providing the software in the Cloud and is an annual recurring expense.
- System access – The Muncity subscription pricing includes unlimited user access. There may be normal added expenses for adding users or departments to the system for set up and training but there is no additional charge for adding users (Does not include Mobile access which is user license based).
- Parcel Updater Service – It is the responsibility of the Customer, (the municipality or entity), to provide access to the required Parcel data. If direct access cannot be granted, the Customer must coordinate with the data owner to obtain and deliver the necessary information to Muncity. At a minimum, the provided data must include a unique identifier, address, owner name, and owner mailing address. Any costs associated with obtaining this data are the sole responsibility of the Customer.
- Server Storage – Standard Muncity databases are able to house up to 10 Gb of data. Databases that exceed this limit will need to upgrade to an Individual RDS Server Instance for an associated cost. Additional information and pricing for this option are available upon request.
- Media Storage – Standard implementation includes 100 Gb of storage space for Documents and Pictures. Additional Storage can be purchased in 100 Gb increments for \$250 per year.
- Scope of Data Migration does not include –
 - Transfer of Existing Multimedia, (photos, videos, documents, etc.), this is subject to additional scope and charge
 - Cleaning of any corrupted or duplicate data
 - Integration of legacy data into workflow or reports.
 - Logs of data changes
 - Migration of any data into the workflow (i.e., pending or completed signoffs, fee steps, document issuance, inspections).
- ICC Community Development/Helpdesk – ICC Community Development provides Helpdesk support to users and admin managers on a daily basis. This covers the extensive ongoing support that the customer receives while on subscription.

1. Adjustments to Performance Schedule; Delays.

Adjustments to Schedule. Upon the mutual consent of the Municipality and ICC Community Development, the "Performance Schedule" may be changed or extended as provided under "Delays" below.

Delays. Client(s) must notify ICC Community Development Solutions, in writing, immediately upon learning or otherwise becoming aware of any difficulties that may delay the delivery of services or deliverables within each Phase of the Implementation timeline. Such notification must identify the reason for the delay, as well as the anticipated period of delay. Any delay on the part of the customer that extends 10 working days beyond the target date for completion of any phase will result in a project restart, and additional charges will be identified as part of a change order provided to the customer. This clause shall not apply in case of force majeure. Additionally, an incentive is applied should the Municipality meet the agreed upon deadlines as outlined in the Performance schedule.

Customer Project Team Changes. If, after project kickoff, the customer changes the designated project lead or makes multiple changes to customer project team members, ICC Community Development Solutions will review the impact of these changes on the implementation plan with the new project team members. If ICC determines that the changes require a restart of the affected phase or the entire project, additional charges will apply and will be documented through a formal change order.

ANNUAL SERVICE AND SUPPORT

The annual service and support agreement provides the Town of Rotterdam's with service and support on the Muncity System. This includes advice on procedural questions, configuration updates, regular software updates and software fixes for problems encountered.

As part of this purchase, the Town of Rotterdam agrees to allow remote access to its desktop systems with a minimum of broadband Internet connection. High-speed Internet connectivity is preferred. Support will be provided utilizing software such as GoToMeeting or GoToAssist.

Security and Compliance

Muncity inherits best practices of security policies, architecture, and operations processes of its underlying platform, which is continuously audited, meets requirements for numerous compliance programs, and benefits from accredited certifications. Periodic Trustwave vulnerability scans ensure PCI compliance of financial platforms. All sites are certificate-secured, and web traffic is protected by SSL encryption.

Prevention and Detection

Automated assessments improve the security and compliance of Muncity applications. Servers are hardened based on recommendations from industry standard CIS security benchmarks, known vulnerabilities and exposures, runtime behavior analysis, and security best practices. Network traffic is actively monitored for security risks; immediate notifications are provided in case of suspected malicious or unauthorized behavior.

Storage and Recovery

Customer data is secured in a private network, and databases backed up and stored remotely in multiple regions. Data access is secured by IAM best practices.

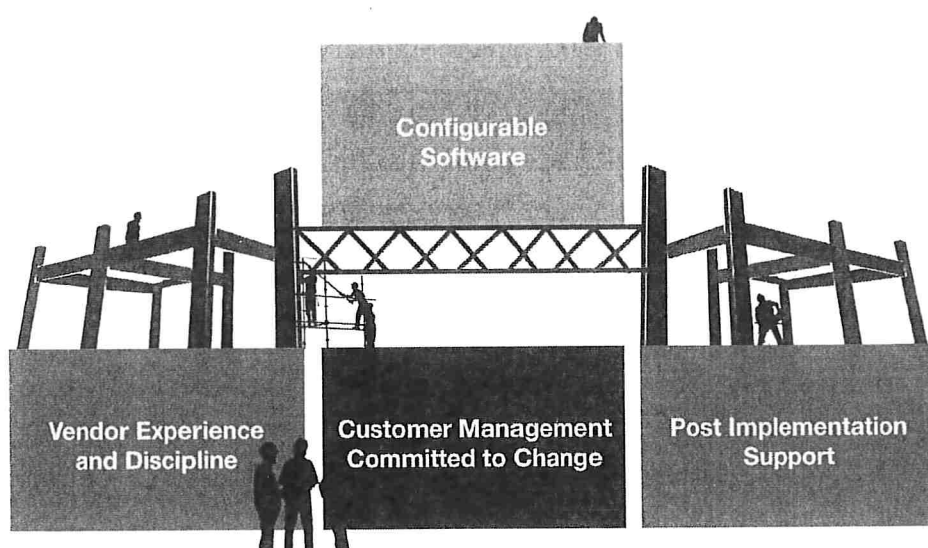
The Importance of the Customer's Involvement in successful implementation

It is imperative that there be buy in from all parties involved within the project in order for it to be successful. Please review the following considerations:

- Commitment to Management for Change and Managing Resistance
- Senior Project Manager assignment from Customer – single point of contact
- Supervisors' role in learning and becoming an inside expert to support users
- Clarity relating to desired integrations and their functionality
- Access to all relevant data for incorporation early in the process
- Commitment to schedules and timelines

MUNICIPALITY IMPLEMENTATION & TRAINING PROCESS

The process of implementing a new software solution within the framework of a busy, often-under-resourced local government operation is often overlooked when jurisdictions consider purchasing a software solution. Successful deployments while being completed in a few months' time often take 18 to 24 months before the new application is seen as comfortable and adopted as "the way we do it." ICC Community Development's implementation methodology follows a very specific phased approach to implementation and training that has proven to be very successful. Its success is based on a sound structure that supports the process by having clarity on what will make the implementation successful:

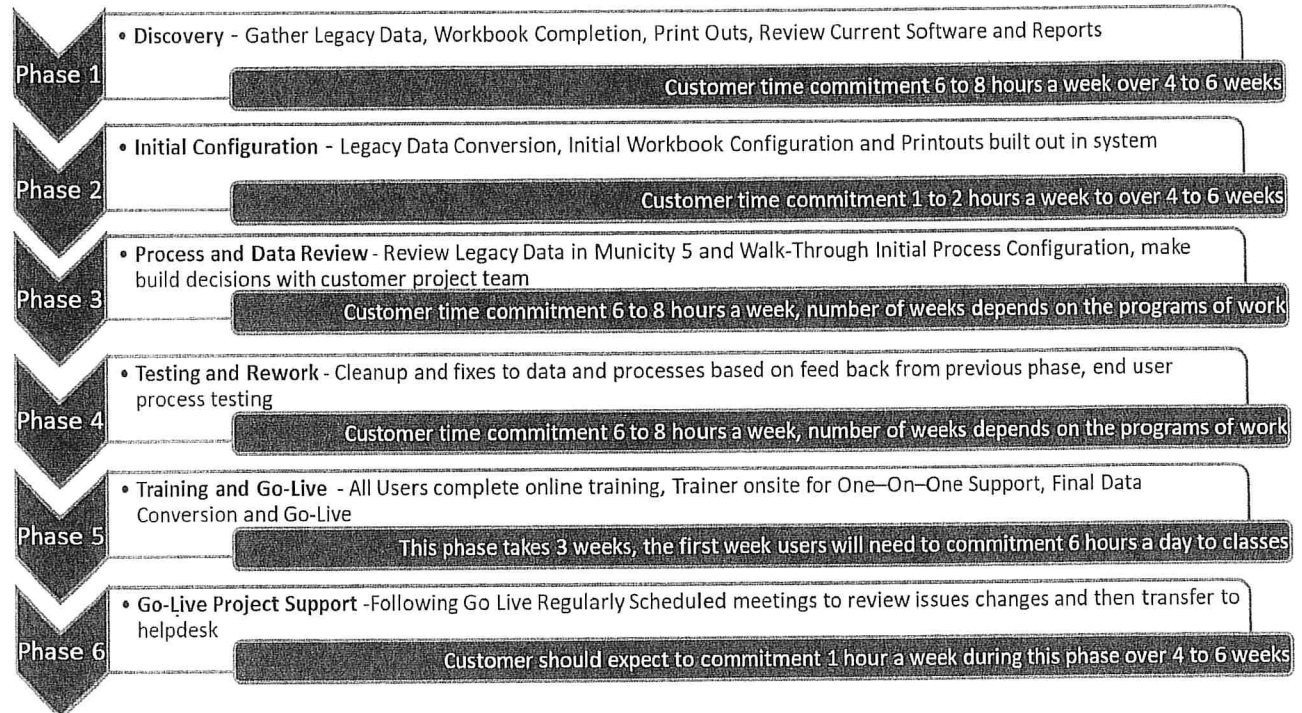


Configure-able Software

Municipality 5 has been built over time based on needs and requirements that have been asked for by our customers. Essentially, it has been built based on customer direction. Part of that evolutionary development has required that it be very flexible in its design to allow that while all building and code enforcement departments issue permits, conduct inspections, manage complaints and so much more, every department we work with operates under different rules and procedures. So, the software and its construction of work processes, form types, information fields, etc. have to allow a great deal of flexibility. This should not be confused with the concept of customization. The ability to configure the software in a flexible way should not need to include new programming/development of the software to achieve the implementation. There is a separate process for software customizations that may come later but aren't done routinely as part of an implementation.

Foundation for successful implementation - Vendor experience and discipline

Our discipline for implementation follows a very well-organized phased approach led by skilled project managers, technicians, and trainers. The chart below illustrates the process and the discipline followed to move through the implementation as thoroughly and efficiently as possible. It is based on gaining knowledge as rapidly as possible about the way your operation works, the details around your processes and constituent interface and your data sources and structures required to build out the software solution for your organization.

SAMPLE IMPLEMENTATION TIMELINE

↳ Please note that these time estimations are based on past projects. Each project timeline is variable. Please see Appendix D for further detail breakdown of the Project Phases for Municipity 5 and Municipity Connect Public Portal.

Additional annual service and support program details are described in Appendix B.

Customer management commitment to change and time/resource commitment
Leadership commitment and involvement in the implementation of a new software implementation is critical to successful implementation. Vendor's can only do so much to address resistance to change which is a natural part of the implementation process. Leadership reinforcement throughout the process is required to ensure that the decisions made to move to a new platform, while creating short-term pain will lead to longer-term productivity. Leadership also must commit to the amount of time that will be involved in migrating to the new platform –part these commitments include being responsible for the County (or other source) GIS shape files to be imported into the Municipity 5 database. Software users must be reassured that while there will be discomfort and some disruption for them, it is a necessary part of the change process and will eventually become easier once the learning curves are surpassed.

Post-implementation support

A strong helpdesk setup for customer support should be a must for any software vendor. After training and go-live our customers are migrated to our helpdesk for their ongoing support. Our staff tracks all incoming calls or contacts in our CRM system and the cases are tracked through resolution of the issues. The period after go live is that time when new users and managers will be working to reinforce the new way of doing things which often means having access to experts who can answer questions or help make needed adjustments to the system or its output.

Project Planning

Upon conclusion of the contract negotiation the process opens with our discovery process. This involves the initial phase 1 plan and schedule. While the project plan at this early phase is created as a general outline as each phase is completed the next phase has a specific plan created based on what took place in the most recently completed phase. The project teams from both sides of the team iron out the specific plans and agreed to time frames. In each of these phases there can be tasks and/or time/resource commitments that must be agreed to by both sides. Once those items are agreed-upon then the planned phase commences. ICC Community Development builds in discount incentives for completion and/or time commitments met by the customer in most of the phases of the process.

ICC Project Manager determines if customer requirements for deliverables and deadlines are met at the completion of each phase for discounts to apply. See the Authorization and Agreement section for your specific available discounts.

AUTHORIZATION & AGREEMENT

The Town of Rotterdam, New York hereby agrees to the procedures outlined above, to ICC Community Development's Terms and Conditions which are available at <http://icc-cds.com/terms-conditions>, and authorizes ICC Community Development to proceed with the project.

OPTIONAL COMPONENTS

Please check any optional component to be included with this authorization

☐ **Optional Contingency Fund for Scope Changes**

\$5,000

We recommend the Municipality consider establishing a Contingency fund to cover any unanticipated scope changes that may occur throughout the project. This will protect the project from delays as a quick email approval could keep a scope change from added delays of waiting for an approval to proceed. This fund creates a pre-approved pool of funds for changes, which will be communicated and approved via Scope Change document, highlighting changes before additional work is implemented. If the funding is not used it will be returned to the Municipality.

If this option is not selected, any changes or additions to the project will be subject to the traditional Change Order process, where the Municipality will receive a quote for changes that will need to run through an additional approval process, delays included.

PAYMENT SCHEDULE

SUBSCRIPTION

100% of the first-year site subscription will be invoiced upon site activation at Phase 2 – payable within 30 days.

100% of the Subsequent years' subscription price shall be invoiced at the 1-year anniversary of license activation.

SERVICES – SETUP, IMPLEMENTATION, TRAINING & TRAVEL

Phase 1: 5% of the total services price shall be invoiced after Phase 1 – Discovery Completion

Phase 2: 20% of the total services price shall be invoiced after Phase 2 – Initial Configuration

Phase 3: 25% of the total services price shall be invoiced after Phase 3 – Process and Data Review

Phase 4: 20% of the total services price shall be invoiced after Phase 4 – Testing and Reworking

Phase 5: 20% of the total services price shall be invoiced after Phase 5 – Training and Go-live

Phase 6: 10% of the total services price shall be invoiced after Phase 6 – 20 Days after Go-live

MUNICIPITY CONNECT PAYMENT SCHEDULE (if offered and selected)

SERVICES – SET-UP, IMPLEMENTATION, & TRAINING

100% (total of the services) will be invoiced per the specific Municipality Connect Project Phases* below:

- Phase 1 – Discovery - 25%
- Phase 2 – Site Set-up - 25%
- Phase 3 – Build and Data Review - 25%
- Phase 4 – Testing and Build Complete - 25%

Town of Rotterdam, New York

**Municipality Connect project stage begins after the Municipality 5 project stage goes live. The kickoff of the Connect project will be scheduled at the request of the Municipality, whenever their team is prepared to move forward.*

MUNICIPALITY INTEGRATION PAYMENT SCHEDULE (if offered and selected)

SUBSCRIPTION

100% of the first-year site subscription will be invoiced upon integration activation – after system Go-Live.

100% of the Subsequent years' subscription price shall be invoiced at the 1-year anniversary of integration activation.

SERVICES – SETUP AND CONFIGURATION

100% of the services will be invoiced upon completion of the integration – each integration will be invoiced individually based on completion date.

ICC Community Development Project Manager determines if customer requirements for deliverables and deadlines are met at the completion of each phase.

Estimated Municipality Base Solution (First Year Costs):	\$ 52,200
Optional Component(s), if offered and selected:	+ \$ *
Estimated Total Investment:	\$

*Contingency fund is for pre-approval of funds. These funds will not be invoiced unless they are needed and agreed upon after change order review

TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

ICC COMMUNITY DEVELOPMENT SOLUTIONS, LLC

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

1. Sign the Proposal
2. Fax or email the Authorization & Agreement Section only to: ICCCDS@generalcode.com • fax (585) 328-8189
3. Mail the signed Proposal to ICC Community Development at: 3490 Winton Place • Rochester, NY 14623

Upon request ICC Community Development can sign and mail a copy of this agreement back to the Municipality for its records.



APPENDIX A - MUNICITY™ MINIMUM SPECIFICATIONS

Workstations:

Processor	Minimum Intel i5 or equivalent processor and is less than 5 years old
Operating System	Windows 10/11 (32 or 64 bit) – 64 bit preferred
Optimal Browser	Google Chrome latest version, or other Chromium-based browser
Hard Drives	10 GB of free disk space for software and temporary files (SSD Preferred) Should also be less than 5 years old
RAM	Minimum 8 GB
Monitor	Minimum 23" monitor recommended for optimal viewing
Internet Access	Program is web-based. Support is handled online. Stable Internet access and ability to access via ScreenConnect required on all workstations

Mobile Device (if applicable):

General	Android, iOS, Windows enabled device Mobile can be used in offline mode Camera recommended for taking photos in the field
Screen Size	Minimum 8" Screen
Storage	Minimum 64GB
Network	Minimum 4G Wireless Connection

Preferred Specifications

Workstations:

Processor	Intel i7 or equivalent processor and is less than 3 years old
Operating System	Windows 10 or newer – 64 bit
Optimal Browser	Google Chrome latest version or other Chromium based browser
Hard Drives	25 GB of free disk space for software and temporary files (SSD Preferred) Should also be less than 5 years old
RAM	16 GB
Monitor	At least one 23" monitor for optimal viewing, 2 monitors preferred
Internet Access	Program is web-based. Support is handled online. Stable Internet access and ability to access via ScreenConnect required on all workstations. Connections should be wired.

Mobile Device (if applicable):

General	Android, iOS, Windows enabled device Mobile can be used in offline mode Camera recommended for taking photos in the field
Screen Size	Minimum 10-inch screen
Storage	128 GB
Network	5G Wireless Connection

Network Requirements:

General	There is a confirmed interference with some antiviruses that check every network call before allowing it to be sent through the browser
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	Broadband Internet Connection with a minimum bandwidth speed test range of 2 mbps preferred per User/Device Allow all of the Muncity domains in your firewalls/router/antivirus: *.Muncity5.com/* *.MuncityMedia.com/* *.MuncityReports.com/* Once whitelisted please ensure that the URLs are resolving to the following IP's *.Muncity5.com/* : 107.23.104.209 *.MuncityMedia.com/* : 107.23.71.163 *.MuncityReports.com/* : 107.23.154.244 Ensure Port 9030 and 9057 is Open
--	---

File Types that can be opened in Muncity 5

The following file types can be opened and viewed in Muncity 5:

- .PDF
- .JPEG
- .JPG
- .XLS
- .DOC
- .PPT
- .TXT
- .GIF
- .PNG

Additional file types can be uploaded to Muncity, but Muncity doesn't not support viewing additional types within the software. To view non-support types, users will need to download the file to their local machine and open it with the appropriate application.

Recommend Changes to Default Photo Types

Please be aware that some mobile devices save photos in the .HEIC file format by default. However, this format is not supported for viewing in Muncity 5. To ensure compatibility and viewability of uploaded photos in Muncity 5 or Muncity Mobile, please review your device settings and confirm that it is not set to default to the .HEIC file type.

Remote Access

The client agrees to allow remote access to its desktop systems with a minimum of broadband Internet connection. High-speed Internet connectivity is preferred. Support will be provided utilizing software such as GoToMeeting, GoToAssist or WebEx.

APPENDIX B - GENERAL MUNICIPALITY SERVICE LEVEL AGREEMENT

Municipity Support is renewable on an annual basis and was created to deliver critical program updates and provide ongoing technical support for your Municipity System. With Municipity Support you will always be confident that you are receiving the very best performance and quality possible.) Technical support also covers basic updates to Entity Types, templates, fee calculations, reports, printouts as well as the creation of new user accounts.

Contacting ICC Community Development's Support Team

- Call our toll-free number (855-436-5500)
- Email at municipitysupport@icc-cds.com
- Submit tickets through our portal at <https://icc-cds.helpspot.com/municipity/>

Service Level Agreement

- Technical support requests not immediately addressed will be acknowledged within 8 business hours with the majority of response times within 2 hours
- ICC Community Development's Help Desk Technician may need to remotely access your system to diagnose an issue.
- In these situations, ICC Community Development will use ConnectWise ScreenConnect, WebEx, or your remote service tool, to create a remote connection with you so they can observe and diagnose an issue
- Technical Support is provided between the hours of 8:30 AM - 5:30 PM EST, Monday through Friday
- In situations that require additional research or work by the technician, we will let you know what still needs to be done, along with a timeframe for getting back to you
- Every Issue reported to the ICC Community Development Help Desk will have a Case Number Assigned for your reference and can be reviewed on our ticket portal

Included with Municipity Support

- Simple Updates/Additions to Entity types and Templates
 - Entity types are items such as Permit Types, Fee Types License types, etc.
 - Templates are configured mappings of items such as fees, inspections, and task to parent items such as Permits and Licenses.
- Simple Updates/Additions to Printouts
- Creation of Simple New Dashboards
- Creation of New User Accounts
- Creation of New Groups and Fields on Entities
- Remote troubleshooting and repair to the extent of our ability of any errors generated by Municipity
- Remote troubleshooting and repair to the extent of our ability any Municipity technical issues
- Escalation to Municipity Engineers for any software issue that we cannot immediately resolve
- Access to all major and minor updates provided by Municipity per the request of the customer
- Assistance in activating/configuring minor software updates provide by Municipity
- User group meetings and webinars
- Access to Municipity's knowledgebase
- Answers to Basic Procedural questions
- Automatic Scheduled Bulk updates to parcel data *(if service is purchased)*

- Customer must be using a software that Muncity has currently integrated with, please contact your sales rep for the most updated list.
- Customer must own their Assessment data or have arranged access to the data with the entity that does have ownership.
- Periodic Bulk Updates to Parcel (*if service is purchased*)
 - If not using integrated software customer must send the data to the ICC Community Development's Helpdesk when changes are needed
 - Data needs to be sent in either Excel format or some other text delimited format.
 - Data should be sent in the same format each time.
- Ordinance code updates at the customer's request (*if integration is purchased*)
 - If Ordinance Codes are not available through General Code's eCode Product they must be provided in a text delimited or Excel file.
 - The file must separate the Code Number, Short Description, and Long description.

Excluded from Muncity Support

- New user or refresher training (on-site or remote)
- Training related new features/modules released as part of software updates
- Data Conversions from Third Party Systems
- Addition of custom features or functionality to the software
- Support or troubleshooting of third-party software
- Faults or problems caused by unauthorized access to configuration information or changes to components by the user or a third party.
- Problems or faults caused by use of the product outside its normal operating conditions.
- Support of Customer Hardware/Infrastructure that is used in conjunction with Muncity
- Creation of New Reports
 - ICC Community Development will be responsible for determining the complexity of a request is based on the number of hours required to make the requested change.
 - Complex reports refer to but is not limited to Reports that require unique data formatting, process changes, pulling data from multiple child objects, and multiple data groupings.
 - Reports that require development changes in order to create.
- Complex Updates/Additions to Entity Types/Templates or Processes
 - This refers to significant new or updated changes of Entity Types/Templates.
 - ICC Community Development will be responsible for determining if a request is complex or simple based on the number of hours required to make the requested change.
 - This includes any requests that require development changes in order to enact.
- Complex Updates/Additions to Printouts
 - This refers to significant new or updated changes of Print Outs.
 - ICC Community Development will be responsible for determining if a request is complex or simple based on the number of hours required to make the requested change.
 - This includes any requests that require development changes in order to enact.
- Assistance in activating/configuring complex updates provide by Muncity
 - This refers to major updates such as entirely new functionality/modules released by Muncity Developers.
 - ICC Community Development and Muncity developers will be responsible for determining if an update is complex or simple based on the number of hours required to activate and configure the update.
- If you have questions regarding whether a change is complex or simple please contact our Muncity Support.
- Automatic Ordinance code updates unless a separate integration is purchased.

Method of Support:

ICC Community Development provides its Help Desk support remotely via the Internet utilizing web browser tools such as GoToAssist. The customer agrees to provide remote internet access to their client workstation(s) as needed. Broadband internet connectivity at the customer site is preferred, but a minimum of a 56kb modem is required.

Customer's Obligation:

In order to participate in the Muncity Support program, the Customer is required:

- To issue a purchase order for or complete payment on an invoice for the annual Muncity Support.
- To have Internet access on all workstations where the Muncity client is installed and be willing to allow our Support Technicians remote access to the Customer's Muncity system via ConnectWise ScreenConnect or other acceptable remote access tool.
- To designate an IT contact and to provide the name, phone number, and e-mail address.
- To describe technical issues completely in order to provide ICC Community Development's Help Desk staff sufficient information to be able to diagnose and reproduce the problem, including any identified error codes.
- To have our preferred browser installed.

APPENDIX C - MUNICIPALITY INCLUDED FEATURES

Web-based Municipality Implementation: Included Base Features

Parcel Information - Search for parcels by owner, address, parcel number and then view all parcel assessment information, including owner, owner's address, zoning, property class, acreage, etc. Municipality captures full property history, including ownership changes and historical ownership information.

Contact Management – Fully integrated contact manager allows you to track all your contact information, including contractor insurance, worker's comp. and basic licensing.

GIS – The GIS capabilities in Municipality 5 enable the visualization of all of your Municipality data via a geographic interface. Municipality GIS utilizes geospatial layer data from a variety of sources (the municipality, the County, the State and even some generally available layers from the federal government).

Workflow – Configure your permit/application workflow to your liking. Permit Templates allow users to define processes (reviews, inspections, fees, etc.) based on permit type.

Appointment Calendar – Appointment Calendar for scheduling of inspections. With appropriate user rights you can view multiple inspectors from one calendar and re-assign or re-schedule inspections. Completing inspections from the calendar automatically completes the inspections on the associated permit.

Media – Attach any electronic files to your parcels, permits, inspections or complaints. Upload pictures, documents, PDF files, and videos and then rearrange into subdirectories. Print or email the files. View all pictures in a slideshow, add notes, or download to your computer. *Please Note: Standard implementation includes 100 Gig of storage space for Documents and Pictures. Additional Storage can be purchased in 100 Gig increments for \$250 per year.*

Dashboard / Analytics - View all the latest activities of your department, such as applications submitted, permits issued, complaints issued, inspections completed, tasks assigned, etc. Configure the dashboard to your preferences by choosing from a variety of graphs and data views.

Print Outs – Municipality 5 is delivered with several standard printouts. These documents include:

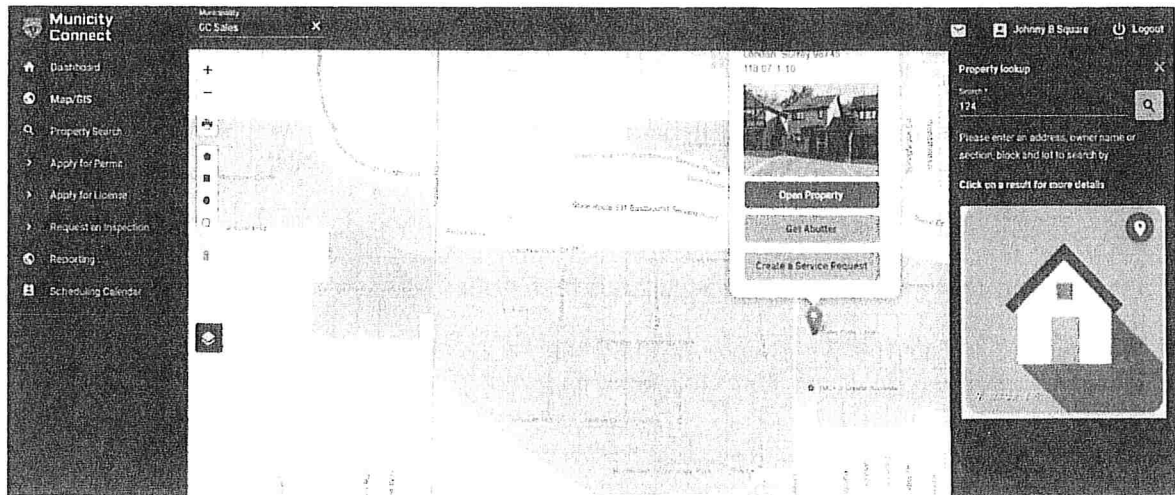
- Parcel Information / History / Title Search.
- Permits.
- Approval / Denial Letters.
- Certificates (CO, CC, Temporary CO).
- Inspection Results (Passed / Failed Letter).
- Daily Inspection Schedule.
- Complaint Notice.
- Accusatory / Affidavit.
- Summons / Appearance Ticket

Reports – Municipality 5 comes standard with the following reports:

- Applications Created
- Permits Issued
- Permits Closed
- Permits Expiring
- Certificates Issued
- Expired Temporary COs
- Complaints Issues
- Complaints Open
- Complaints Resolved
- Complaints with Violation Details
- Escrow Account Balances
- Escrow Account Transaction History
- Inspections Scheduled/Completed
- Paid Fees
- Invoiced Fees
- Licenses Issues
- Registrations Issued
- Summary report that includes information on Applications, Permits, Certificates, Inspections, and Complaints
- Additional custom reports available for an additional fee

Municipity Connect Public Portal Implementation: Included Base Features

Municipity Connect module makes available to the public via the Internet information relating to the parcels, permits, inspections, complaints, variances, planning projects, etc. Optionally, web users can submit applications for a new permit, lodge a complaint or request an inspection.



Municipity Connect – Parcel Selection

Some Features of Municipity Connect:

- View all Parcel Information through a web browser (content determined by the municipality).
- Apply for Permits On-Line.*
- Upload documents.
- Pay fees.
- Track status of an application through the review process.
- View status of permits (inspection progress).
- File a complaint.
- Request an inspection.
- Apply for a license.
- Apply for registration.
- Apply a title search.
- User specific dashboard.

** Note: check and credit card fees may apply. If interested in utilizing this feature, ICC Community Development will provide an additional proposal.*

APPENDIX D - MUNICIPALITY PROJECT PHASE BREAKDOWN

Municipality 5 Project Phases

Phase 1 - Discovery

Customer should expect to commit between 6 and 8 hours of work per week over the course of 4 to 6 weeks

During this phase, the customer will use the Build tracker template in Smartsheet to outline the initial build requirements for the CDS team. Additionally, the customer will gather and submit samples of all documents they need Municipality to generate. If data conversion is included in the customer contract, the customer will guide the CDS-U team through samples of data from their current system. Training will be provided to ensure proficiency in completing the build tracker.

Key Deliverables

- Build Tracker Complete
- Documents Provided
- Legacy System Review Complete and back-up of data provided if included in contract

Phase 2 – Site Setup

Customer should expect to commit between 1 and 2 hours of work per week over the course of 4 to 6 weeks

During this phase, the customer project team will undergo basic coursework in our learning management software, CDS-U, to prepare for subsequent phases. Simultaneously, the CDS-U team will finalize the site setup and import the build data from the Smartsheet build tracker. If data conversion is part of the contract, the initial data conversion process will also take place during this phase.

Key Deliverables

- Customer CDS-U Classes Completed
- Customer Site is activated
- Build from Phase 1 is imported
- Legacy data is converted if included in contract

Phase 3 – Build and Data Review

Customer should expect to commit at a minimum 6 to 8 hours a week, number of weeks dependent on programs of work purchased

In this phase, the CDS-U project manager will guide the Customer through their build in Municipality 5 to ensure accuracy and address additional build decisions not covered in Phase 1, such as numbering and status configuration. All documents will also undergo a review for accuracy. If data conversion is part of the contract, the CDS team will also collaborate with the customer to review how the data was imported, noting any issues or required changes with the data.

Key Deliverables

- Review all Programs of Work and make final build decisions

- Review legacy data conversion if included in the contract

Phase 4 – Testing

Customer should expect to commit at a minimum 6 to 8 hours a week, number of weeks dependent on programs of work purchased

At the beginning of this phase, CDS team members will implement all documented changes and updates identified in Phase 3. Customers will then conduct live testing of processes with the CDS project manager to verify that the system is functioning as required and that all discussed changes have been implemented.

Key Deliverables

- Test all Programs of Work
- Test process continuation for legacy data if conversion is included in the contract

Phase 5 – Training and Go-Live

Customer should expect to commit at a minimum 1 to 2 hours a week over the course of 2 to 3 weeks

The Customer will receive an assigned training plan in our learning management software, CDS-U. All project team members will have already completed their primary training in CDS-U, but any additional system users will need to complete these courses. Once the courses are finished, users can register for live classes according to the program of work, where trainers will guide them through their specific build in real-time. A single live class is scheduled per program of work, and these schedules are coordinated between the CDS trainer and the customer, all to be completed within a single week.

System go-live is planned for the week following the live training sessions. Trainers will provide dedicated support during the go-live period for at least two days, which can be either remote or onsite support depending on the terms of the contract. Final data conversion will also be completed during this period.

Key Deliverables

- Customer completes CDS-U Course
- Customer attends live review classes
- Final Data Conversion completed if included in the contract
- Software is live

Phase 6 – Go-Live Support

Customer should expect to commit at a minimum 1 to 2 hours a week over the course of 4 weeks

During this period, the support team will schedule check-in meetings with the customer as necessary to address any questions or issues that arise during the software transition. The customer can also reach out via email, our portal, or our support phone line to address issues between meetings. After four weeks, this phase will be concluded, and the customer can continue to reach out to the support team for any additional assistance they may need.

Key Deliverables

- A minimum of 4 check-in meetings during the 4-week phase

Municipity Connect Project Phases

Phase 1 - Discovery

Customer should expect to commit between 6 and 8 hours of work per week over the course of 4 to 6 weeks

During this phase, the customer will use the Build tracker template in Smartsheet to outline the initial build requirements for the CDS team. Training will be provided to ensure proficiency in completing the build tracker.

Key Deliverables

- Build Tracker Complete

Phase 2 – Site Setup

Customer should expect to commit between 1 and 2 hours of work per week over the course of 4 to 6 weeks

During this phase, the customer project team will undergo basic coursework in our learning management software, CDS-U, to prepare for subsequent phases. Simultaneously, the CDS-U team will finalize the site setup and import the build data from the Smartsheet build tracker. Connect sites will have warnings on them to indicate that they are not currently live.

Key Deliverables

- Customer CDS-U Classes Completed
- Customer Site is activated
- Build from Phase 1 is imported

Phase 3 – Build and Data Review

Customer should expect to commit at a minimum 6 to 8 hours a week, number of weeks dependent on programs of work purchased

In this phase, the CDS-U project manager will guide the Customer through their build in Municipity Connect to ensure accuracy and address additional build decisions not covered in Phase 1.

Key Deliverables

- Review all Programs of Work and make final build decisions

Phase 4 – Testing and Build Complete

Customer should expect to commit at a minimum 6 to 8 hours a week, number of weeks dependent on programs of work purchased

At the beginning of this phase, CDS team members will implement all documented changes and updates identified in Phase 3. Customers will then conduct live testing of processes with the CDS project manager to verify that the system is functioning as required and that all discussed changes have been implemented. When the customer is ready to promote the site, they will reach out to the Municipity support team to rebrand the site as live and available to the public.

Key Deliverables

- Test all Programs of Work

ABOUT ICC COMMUNITY DEVELOPMENT

Serving the needs of local government for over 55 years, General Code, LLC has provided a variety of products and services to more than 3,000 clients throughout the United States, including the Muncity™ Integrated Parcel Management Suite. Our staff has developed, implemented, and maintained many projects for various local governments, ranging from small towns and villages to major cities and counties.

On November 16, 2017, it was announced that General Code, LLC became a wholly owned subsidiary of the International Code Council (ICC). The decision to bring these complementary organizations together was based on the desire to deliver a broader set of digital solutions for ICC members.

"This acquisition of General Code will provide a perfect complement to our product and service portfolio," said Code Council Chief Executive Officer Dominic Sims, CBO. "We are strategically aligned with similar missions and goals, focused on safety and serving our members and customers."

TEAM STRUCTURE

ICC Community Development will provide a Project Manager as a single point of contact for the Muncity project. This will ensure consistency across the projects, and direct access for question resolution, project status updates, change order requests and issue escalation. In addition, ICC Community Development will assign various specialists across the duration of the project based on expertise needed and schedule.

During Consultation and Project Planning, the ICC Community Development team will discuss process needs, system requirements, make technical recommendations and answer questions. Finally, the Project Manager will work with the Municipality Project Manager and Team to set schedules, identify users and security and set a tentative timeline for the Implementation.

Training of IT staff and End-Users will be performed by ICC Community Development's Installer/Trainer(s). These individuals will work with groups of end-users to train them on various aspects of the Muncity system.

RESOLUTION NO. 66.26

**To Approve and Execute an agreement with Hodgson Russ LLP to represent Real Property
Tax Law Article 7 Litigation Matters**

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 the Glen Doherty from Hodgson Russ LLP, located at 677 Broadway, Suite 401, Albany, NY 12207, to represent the Town of Rotterdam related to Real Property Tax Law Article 7 litigation matters for the year 2026.

SECTION 2. This resolution shall become effective January 28, 2026.

DATED: January 28, 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: January 22, 2026

TO: Town Board

FROM: Town Attorney, John Mertz

TITLE OF REQUEST: Approve and execute contract with Hodgson Russ attorney Glen Doherty

TOWN BOARD MEETING: January 28th, 2026

Background Information: Approve and execute contract with attorney Glen Doherty from Hodgson Russ, LLP to represent the Town of Rotterdam with respect to Real Property Tax Law Article 7 matters and related advice.

Evaluation/Analysis:

Recommendation(s): Town Board approve and execute a contract with Hodgson Russ for RPTL Article 7 and related matters

Attachment/Document(s): Hodgson Russ retainer agreement

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Glen P. Doherty
Partner
Direct Dial: 518.433.2433
Facsimile: 518.391.2103
gdoherty@hodgsonruss.com



January 22, 2026

VIA E-MAIL: jmertz@townofrotterdam.gov

John R. Mertz, Esq. | Town Attorney
Town of Rotterdam
1100 Sunrise Boulevard
Schenectady, New York 12306

Re: Engagement for RPTL Article 7 Matters

Dear John:

Thank you for choosing Hodgson Russ LLP to represent the Town of Rotterdam with respect to Real Property Tax Law Article 7 matters and related advice.

Daniel Spitzer will have primary responsibility for our work with the Town, and will utilize other firm lawyers, particularly Amy D'Ambrogio, Michael Risman, and Henry Zomerfeld, and legal assistants if appropriate to the circumstances of your matter, in order to ensure the most efficient and effective representation.

Fees and Costs. Our fees will be based on the amount of time spent on your behalf. Each lawyer and legal assistant has an hourly billing rate based generally on experience and special knowledge. The rate multiplied by the time expended on your behalf, measured in tenths of an hour, will be the basis for determining the fee. Legal services will be billed at our reduced municipal rates as follows: Partners \$395/hour; Associates and Senior Associates \$370/hour; Law Clerks \$260/hour; and Paralegals \$210/hour.

Electronic Communications. It is our practice to obtain your consent before we send you certain electronic communications. These electronic communications include, among others, announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engagement of the firm to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by notifying us at info@hodgsonruss.com. If you withdraw your consent, we will stop sending you this type of electronics communications. We will, however, continue to send you electronic communications that are directly related to the matter for which we have been retained.

Privacy Policy and Governing Law. During the course of this engagement, the firm may collect certain personal information relating to the services contemplated by this letter. The collection of any such personal information will be governed by, and such personal information will be processed in accordance with, the firm's Privacy Policy, as well as any

Town of Rotterdam
January 22, 2026
Page 2



applicable privacy laws and codes of professional conduct. You can obtain a copy of the firm's Privacy Policy on our website at www.hodgsonruss.com or by requesting one from me. This engagement letter, and all matters arising in connection with it, shall be governed by the law of the State of New York without regard to conflict of law principles, unless any applicable privacy or data security law provides otherwise.

Please carefully review this letter, the firm's Privacy Policy, and our Standard Terms of Engagement. If these documents meet with your approval, please sign the enclosed copy of this letter, and return it to me so that we may begin work. Please call me if you have any questions.

Once again, we are greatly pleased to have this opportunity to work with you. Please call me if you have any questions or comments during the course of our representation.

Very truly yours,

/s/Glen P. Doherty

Glen P. Doherty

Accepted and Agreed to:

By: _____
John R. Mertz, Esq., Town Attorney
Town of Rotterdam

Date: _____

Hodgson Russ LLP

Standard Terms of Engagement

Understanding. Hodgson Russ LLP (the “firm”) is pleased to have the opportunity to serve you, and we thank you for that opportunity. We believe that our relationship will be stronger and smoother if we establish at its outset, and maintain, a mutual understanding about the terms of our retention, our charges and their payment. Thus, these Standard Terms of Engagement (“Terms”), and the retention letter which accompanies it, explains how we work, our obligations to you, your obligations to us, what we do, how we will charge for our work, and related matters of importance. Unless the retention letter relating to this matter specifically alters the arrangements stated below, these Terms of this Supplementary Statement will apply to the engagement covered by the retention letter. These Terms will also apply to all future matters in which we represent you, unless expressly changed in a subsequent retention letter. These Terms also may be modified only if both of us agree in writing to change them and, if they conflict with any proposed alternative terms or policy guidelines that you send us, these Terms shall be controlling unless expressly agreed to the contrary.

Scope of Advice. Unless otherwise agreed upon in writing, this engagement will be strictly limited to providing legal services. You are not relying on us for, and we are not providing you with, general business advice, including, but not limited to, investment advice, appraisal services, and accounting advice. Nor will we provide advice concerning the character or credit of any persons with whom you may be dealing, or any advice in connection with existing insurance coverage, the desirability of obtaining any kind of insurance coverage, notification of insurers as to any claim or

threatened claim, or the adequacy or timeliness of such notice. Moreover, any opinions that we express about legal questions you have asked or the outcome of your legal matters are expressions of our best professional judgment, which are necessarily limited by our knowledge of the facts and are based on the law in effect at the time expressed. We do not guarantee any particular outcome.

Client Cooperation and Communication.

To enable us to represent you effectively, we will need to collaborate, and as part of that collaboration you agree to cooperate fully with us, and to provide promptly all information we believe to be relevant to our representation. In order for us to assist you effectively and efficiently, we also will expect that you provide us with the factual information you have relating to the subject matter of this engagement, and that you will make any appropriate business or technical decisions. We believe you should be actively involved in the strategy and management of your legal affairs and our goal is to encourage candid and frequent communication between us. We will consult with you at appropriate times as the engagement progresses. Ordinarily, such consultations are conducted in person or by telephone; but, if you desire that we communicate in writing in a particular instance, please let us know. In addition, we may on occasion choose to communicate with you in writing.

Work Assignments. The attorney with whom you will primarily deal may assign portions of your work to other firm lawyers, paraprofessionals, law clerks and support staff. The responsible attorney will continue to be responsible to you for the entire assignment, however, and will be available to

discuss the use of other personnel with you upon request. Should you have any concerns with respect to the staffing of your matter, please bring them to the attention of the responsible attorney immediately.

In-House Attorney-Client Privilege. We may have the need from time to time to seek legal advice about our duties under rules of professional conduct that apply to lawyers. For example, we might have conflict of interest issues that arise out of a dispute between us and a client over the handling of a matter. Historically, we have sought advice on such issues from our in-house General Counsel, who is a member of the firm, knowledgeable about the rules of professional conduct and responsible within our firm for providing such advice. If we consulted with independent counsel outside of the firm, the resulting communications would be protected from disclosure by the attorney-client privilege, and we believe that similar internal communications are also protected. Since it is important to you and us that we promptly obtain whatever legal advice we need to follow the rules of professional conduct, that we obtain such advice from in-house counsel without the delay of having to engage outside counsel, and that you not incur the disruption and expense associated with our potentially unnecessary withdrawal from representing you in order to seek such advice, you consent to professionals at our firm consulting with in-house General Counsel on an attorney-client privileged basis with respect to any issues that arise out of our engagement, including any dispute between you and us over the handling of any matter.

Termination of Representation. Generally, our representation of you on this matter will conclude when we tender our last invoice for services. Typically, we will designate that last invoice as a final bill for the matter, but

our failure to make such a designation will not alter the time that the representation will be deemed terminated. We will be happy to re-engage should further services be necessary. Both you and we have the right at any time to terminate the attorney-client relationship. If you decide to terminate the relationship, you must notify us immediately of your decision in writing. Your termination of our representation does not eliminate your responsibility to pay for work performed prior to termination.

If we determine that we are no longer able to represent you, we will abide by the applicable rules of professional conduct regarding the withdrawal of representation. Please keep in mind that we may withdraw from representation for good cause and on reasonable notice to you. Good cause includes, but is not limited to: (1) your failure to cooperate with us as provided above; (2) your failure to pay any invoice when due, or to replenish a retainer as agreed; and (3) any fact or circumstance that would render our continuing representation unlawful or unethical. Any withdrawal by us from representing you may be subject to approval from any court in which we are appearing on your behalf.

Travel. We generally record the time spent traveling while performing work in furtherance of the client's engagement. Time spent travelling on behalf of one client while working on a matter for another client, will be billed to the client for whom work is conducted; we do not double-bill time. We book air travel at coach rates unless otherwise previously approved by the client or unless the air travel is transoceanic or overnight, in which case we generally book business or comparable class.

Billing. We render our bills on a monthly basis. We expect our fees to be paid within 15 days, and we regard them as past due 30

days after the invoices are rendered. If payment is overdue by more than 90 days, we reserve the right to impose a late payment fee calculated at the rate of 9% *per annum* on the outstanding amount, unless some other arrangement has been made. If you have any questions about our bills, please call us as soon as you receive your bill. If we do not hear from you within 15 days of the date of the bill, we will assume that you have seen it and find it acceptable. In the unlikely event that we are not able to resolve a fee dispute with you, the dispute may be submitted to arbitration in accordance with 22 NYCRR Part 137 (*see* 22 NYCRR §1215.1[b][3]). We also will provide a copy of that regulation to you, upon request.

The firm offers many ways to pay bills. You can choose to pay by check or wire. In the alternative, if you wish to pay by credit card or eCheck, please visit www.hodgsonruss.com, scroll to the bottom of the page and click "Online Payment." If you wish to pay by ACH, please forward an email addressed directly to accountsreceivable@hodgsonruss.com and reference the details of your payment. We will not change any wire or ACH instructions without calling you directly.

Unless otherwise stated in the engagement letter, at this time we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed represents only an estimate, not a promise or guaranty. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Costs. Disbursements are expenses which we incur on your behalf, and which we then pass on to you on our invoice for services. For example, your bill may show

disbursements for large document copying, filing fees, and courier charges, such as Federal Express or local messenger service, which may be appropriate in handling your work. You agree to pay these reasonable costs that we incur on your behalf.

Retainer Payment. The firm may require an advance payment prior to starting work. Unless otherwise agreed, all advance payments are advances for attorneys' fees and do not constitute advance payment of costs and expenses. The amount of this advance payment does not represent our estimate of the total charges which may be incurred, but only a partial advance payment. The firm reserves the right, as a condition to providing further services, to require an advance payment, if none has previously been provided, and/or a replenishment of any advance payment. Any charge for services or expenditures not covered by the advance payment is due and payable directly by you upon receipt of each monthly statement. At the conclusion of the representation, any portion of any advance payment which has not been used to pay for services rendered will be returned.

Litigation matters may proceed to trial or hearing. Preparing and conducting trials or hearings is often time consuming and expensive. Thus, if the matter appears likely headed for trial, we may require an additional advance payment prior to beginning hearing/trial preparation. If you fail to pay this additional advance payment within 15 days after it is requested, you agree that we have the right to discontinue our representation.

Delinquent Accounts. Should your account become delinquent, you agree that we may withdraw from representing you. We also have the right and ability under those circumstances to commence a legal proceeding to collect the balance owing.

These collection procedures have been established in fairness to the very high percentage of the firm's clients who pay their bills each month, in full and as rendered.

Conflicts. Please be aware the firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have matters which may be adverse to you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

Electronically Stored Information (ESI) Costs. In some legal matters, particularly in litigation, it will be necessary to utilize an e-discovery solution for management and production of ESI. Unless otherwise agreed upon, you authorize us to use the firm's internal e-discovery personnel in lieu of engaging an outside vendor. It is our belief that in a majority of cases, the firm can provide these e-discovery services to you in an efficient manner superior to most outside vendors, and at a lower cost. We use an electronic document review database where documents related to this matter will be stored. The database is hosted by a third-party vendor, KLDDiscovery. The monthly charge is \$5.00 per gigabyte and will appear on your bill as "Professional E-Discovery Services." This monthly charge includes: (1)

data processing, (2) email threading, (3) identification of near-duplicates, and (4) predictive coding with continuous active learning. Although processing and production costs are included in the monthly charge, we will charge an hourly rate for the set-up, monitoring and quality control of your data, much like outside vendors. The hourly rates for this work range from \$150 to \$350 per hour depending on the individual who is doing the work. In the event that you, or others on your behalf, wish to access the database, a fee of \$75 a month per individual will be applied. For more information about the nature and cost of our ESI Services, please contact the responsible attorney.

While most ESI work is performed by the firm's internal e-discovery personnel, there are times where a vendor may be engaged, either at your request or otherwise, to assist with certain aspects of e-discovery or an ESI project regarding this matter. In those instances, the firm will promptly pay the vendor for those services in accordance with the vendor's terms of payment and the cost will be applied to your bill. Where the vendor invoice for this work is greater than \$500, we may elect, but are not required to, ask you to pay the invoice directly to the vendor.

Generative Artificial Intelligence (GenAI). We anticipate that during this engagement, the firm may use generative artificial intelligence ("GenAI") to enhance and streamline certain aspects of our services. For example, we may use this technology to aid in document analysis, summarize information or assist in legal research. Like any technology, GenAI carries some degree of risk, which may include the risk of errors in GenAI-generated content, data security vulnerabilities, and system malfunctions. We have implemented reasonable measures to safeguard against these risks, and our lawyers maintain oversight of GenAI-generated

outputs. Accordingly, we believe and, by accepting our services, you agree that the benefits of using this technology outweigh the related risks, and you consent to the use of this technology.

Other Costs/Third Party Vendors. Other costs that the firm incurs on your behalf (such as expert witness fees, filing fees, etc.) will be billed at the firm's actual cost. This may include costs or services provided to you by third parties outside the firm. You will be required to pay for these third party services directly, or to reimburse the firm if we make those payments on your behalf. Substantial expenditures will require either that you pay those sums to us before we expend them or that you directly contract with and pay the third party. You agree that you will indemnify the firm for any claim made against the firm from a third party for services rendered in connection with the firm's representation of you.

Insurance Coverage. You may have insurance that would fund the defense of claims against you or otherwise apply to your matter. Unless otherwise agreed by us in writing, our engagement with you will not include a review of your insurance policies, or advice concerning whether this matter is covered by any insurance you may have in place. We urge you to consult with your insurance broker to locate all relevant policies and to tender defense to all relevant insurers. Depending on the type of policy, both current and expired policies, as well as policies held by related entities, may be relevant. If a policy does have the potential for coverage, it is important that you advise your broker and your insurer promptly of any actual or threatened claim, and tender the defense of that claim to the insurer promptly. Generally, insurers reimburse defense expenses only from the moment of tender. In addition, insurers may deny a defense entirely when a tender has been made too late

in the case. In the event that an insurer limits coverage or "reserves its rights," you as the policyholder may have expanded rights under the policy, including the right to choose counsel to defend you instead of the lawyers assigned by the insurer. We count on our client to work with their insurance brokers to make all relevant tenders.

Electronic Communications. Electronic mail, cellular telephone, facsimile and other forms of electronic communication and document transfer are important business tools that increase our efficiency, responsiveness, and ability to serve you. But they involve risks of third party access and interception. Although we have no reason to believe that our electronic communication systems are not secure, you should be aware that information sent or stored electronically could be accessed by third parties. However, unless you direct us to avoid use of these means of communication, you agree that we may use them to communicate with you about your matter. Please note that we will never communicate critical information about your matter, including wiring instructions, solely by email. Any communication containing critical information should be verified by you verbally before any final action is taken.

The firm has measures in place to protect against security threats, but we cannot guarantee that these measures will be effective at all times. You should therefore take your own precautions against possible security threats, including malware and phishing attacks.

Retention and Disposition of Documents. We ask that whenever possible you only provide us with copies of necessary documents from your files, not originals. The materials we receive from you may or may not be retained in our files, and you are responsible for maintaining your own

records. Once our representation of you concludes we will, of course, keep confidential all information you have supplied to us and which is retained by us. At your request, your client file, along with any originals that were provided, will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. They may or may not include our work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. In most cases, we will maintain our file, and documents we have not returned to you, for seven years after the matter is concluded, at which time they will be destroyed without further notice to you. We may apply longer retention periods to documents having continuing relevance or intrinsic value such as original wills, trusts, stocks, deeds and titles. We may also image paper documents and save these, instead of hard copies, from our files once a matter concludes. For more information about the retention period for specific types of documents, please contact the lawyer(s) handling your matter.

Entity Clients. In representing a client that is an entity, we do not separately represent its affiliates, such as its parent companies, subsidiaries or other entities under common control with the client, whether or not they are operationally integrated with the client. We also do not separately represent the entity's constituents, such as shareholders, officers, directors, managers, members, partners or employees, whether or not they are speaking agents for the client, in their

individual capacities or with respect to their individual interests. We will rely on you to inform them of this fact where appropriate. Thus, for conflict of interest purposes, you agree that we may, to the maximum extent permitted by applicable rules of professional conduct, represent another client whose interests are adverse to any such affiliate or constituent without notifying you or obtaining your consent.

In addition, you agree to provide clear instructions about who the firm will take direction from and in so doing, and represent that that individual or individuals' interests are aligned with the entity's interests.

Joint Representation. In the event we agree to represent more than one client in connection with a specific matter, we may request and require separate consents from those clients before undertaking, or continuing to undertake, any joint representation. Multiple clients must agree to the terms of a joint representation, which generally includes, absent a different agreement, that we *will not* and cannot agree to maintain in confidence relevant information imparted from one joint client as it relates to other joint clients—that is, we will share relevant information with all joint clients equally, but will maintain that information as confidential with respect to third parties who we do not represent in the matter. If a disagreement or dispute were to develop between joint clients that could not be resolved, it is likely that we will not be in a position to represent either party, unless we make a prior agreement with the joint clients that in such circumstances the firm will continue to represent one of those joint clients, and not the other. Of course, all joint clients are free at any time to retain separate counsel.

Outside Counsel Guidelines (OCGs). All material terms set forth in any OCGs that are

provided at the time of the initial engagement will supersede these Standard Terms of Engagement if, and to the extent, they are inconsistent. The firm will not, however, be bound by subsequent versions of any OCGs unless they are supplied to, and reviewed by our Office of General Counsel in advance of the effective date.

Corporate Transparency Act. Unless we have been explicitly retained to advise on compliance with the federal Corporate Transparency Act or any similar state statute (collectively “CTA”), we have no responsibility to advise you on compliance with the CTA or applicability of CTA exemptions. When our work on your behalf involves creating a new legal entity, we will provide you any firm-specific information required for a CTA filing. We will not be responsible for making any initial or updated filing required under the CTA, which shall remain the responsibility of the Client, unless we specifically agree to do so.

Post-Engagement Matters. You are engaging the firm to provide legal services in connection with a specific matter. Unless previously terminated, as noted above our representation in this matter will conclude upon sending you a final statement for services rendered. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact on your future rights and liabilities. While we will be happy to respond to any inquiries you may have, after completion of the matter we have no obligation to keep you apprised of future developments unless you ask us to do so. This includes, but is not limited to, changes in State and Federal Tax laws, changed factual circumstances, or other changes in laws or regulations.

Governing Law. This engagement, and all matters arising in connection with it, is governed by the law of the State of New York

without regard to conflict of law or choice of law principles.

Questions? We encourage you to be frank with us about how best we can serve you. If you have any questions about any aspect of our arrangements, please do not hesitate to discuss them with the attorney responsible for your matter or with our Managing Partner.

Revised: January 1, 2024

RESOLUTION NO. 67.26

Establish and approve Town Park fees by Amending the Schedule of fees

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 establish and approve fees for use of Town Parks and amend the Town of Rotterdam Schedule of fees.

SECTION 2. This resolution shall become effective January 28, 2026.

DATED: January 28, 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: January 22, 2026

TO: Town Board

FROM: Supervisor, John Polimeni

TITLE OF REQUEST: Establish and approve Town Park fees by amending the schedule of fees

TOWN BOARD MEETING: January 28th, 2026

Background Information: The past couple years the Town of Rotterdam has had multiple requests for use of Town parks for various tournaments where the Town Parks and recreation employees are called in to work weekends and evenings for different events. Adding these fees to the Town of Rotterdam schedule of fees under parks and recreation which already has stage rental fees.

Evaluation/Analysis:

Recommendation(s): Town Board approve fees for Town Parks

Attachment/Document(s): Fee breakdown

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisors Office

TOWN OF ROTTERDAM

TOWN BOARD RESOLUTION

RESOLUTION ESTABLISHING A SCHEDULE OF FEES FOR THE USE OF TOWN PARKS

WHEREAS, the Town Board of the Town of Rotterdam recognizes the need to establish reasonable fees for the use of Town parks and recreational facilities to support the maintenance and improvement of these public amenities; and

WHEREAS, the Town Board has authority pursuant to Town Law § 64 to establish fees for the services and facilities provided by the Town; and

WHEREAS, the Town Code § 194-1 et seq. provides for the regulation of the use of Town parks and playgrounds; and

WHEREAS, the Town Board desires to adopt a comprehensive park use fee schedule to offset the costs of maintenance, operation, and improvement of Town park facilities; and

WHEREAS, the Town Board has considered the economic impact of such fees and has determined that the proposed fee schedule is reasonable and proportionate to the costs associated with providing these facilities;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Rotterdam as follows:

Section 1. Authority and Purpose

The Town Board of the Town of Rotterdam, pursuant to the authority granted under New York Town Law § 64 and the Town Code Chapter 194 (Parks and Playgrounds), hereby establishes a schedule of fees for the application and use of Town parks. These fees are established to support the operational and maintenance costs of Town park facilities and to ensure the continued availability and quality of recreational services to the residents and taxpayers of the Town.

Section 2. Adoption of Park Use Fee Schedule

The Town Board hereby adopts the following schedule of fees for application and use of Town parks, effective immediately upon passage of this resolution:

Application and Use Fees

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

Special Categories

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

Section 3. Definitions

For purposes of this resolution:

“Resident” means a person whose principal residence is located within the Town of Rotterdam and who maintains a permanent domicile within the Town.

“Non-Resident” means any person whose principal residence is located outside the Town of Rotterdam, including residents of incorporated villages within the Town.

“Application Fee” means the fee required at the time of submitting an application for park use and event permitting.

“Use Fee” means the fee charged for the permitted use of a Town park or recreational facility.

“Security Deposit” means a refundable deposit, returnable to the applicant following inspection of the facility after the conclusion of the permitted use, provided all Town Code requirements are satisfied and no damages are assessed.

Section 4. Permitting Process

The Department of Public Works, under the direction of the Parks Coordinator, shall be responsible for implementing the fee schedule established herein. No person shall be permitted to use any Town park for any organized event or activity without first obtaining a permit from the Department of Public Works and paying the applicable fees in full.

Application Requirements

All applications for park use permits shall:

1. Be submitted to the Parks Coordinator on forms provided by the Town;
2. Include full identification of the applicant and organization;
3. Specify the park, date(s), time(s), and nature of proposed use;
4. Include a statement of anticipated attendance;
5. Provide evidence of resident status if resident pricing is claimed;
6. Comply with all applicable Town Code requirements; and
7. Be accompanied by payment of the required application and use fees.

Payment Terms

1. **Payment Due:** Full payment for all required fees shall be due at the time of application submission to the Parks Coordinator or the Town Receiver of Taxes Office, as directed.
2. **Acceptable Payment Methods:** Payments shall be made by check, money order, or such other method as the Town may designate, made payable to the Town of Rotterdam.
3. **Late Payment:** Any application not accompanied by full payment shall be rejected. Resubmission with payment shall constitute a new application.

Section 5. Compliance with Applicable Laws and Codes

All use of Town parks pursuant to permits issued under this fee schedule shall be subject to and shall comply with:

1. **New York State Fire Prevention Code** - as adopted and enforced by the Town;
2. **New York State Building Code** - as adopted and enforced by the Town;
3. **Town Code Chapter 154** - Fire Prevention and Building Code provisions;
4. **Town Code Chapter 194** - Parks and Playgrounds regulations;
5. **New York State Department of Environmental Conservation regulations** - where applicable;
6. **New York General Municipal Law § 144** - regarding appropriate use of public park facilities; and

7. All other applicable federal, state, and local laws and regulations.

Section 6. Security Deposit

Any permittee may be required to post a security deposit in the amount of \$100.00 prior to issuance of a permit. Such deposit shall be held by the Town and shall be:

1. Refunded in full to the permittee following inspection of the park facility by the Parks Coordinator, provided no damages are found and all applicable Town Code requirements have been satisfied;
2. Applied toward the cost of repairs and restoration if damages are discovered during inspection following the permitted use;
3. Retained by the Town if damages exceed the deposit amount, and the permittee shall be liable for any additional costs; or
4. Forfeited to the Town if the permittee violates any terms or conditions of the permit or commits any violation of applicable law.

Section 7. Amendment and Modification of Fee Schedule

The Town Board may, by subsequent resolution, amend, modify, or revise the fee schedule established herein. Any proposed amendment to the fee schedule shall be subject to the public hearing and notification procedures set forth in the Town Code, where applicable.

Section 8. Enforcement

The Parks Coordinator or designee shall enforce the provisions of this resolution and the park use fee requirements. All violations shall be subject to the penalties provided in Town Code § 194-8, which provides:

Any person who violates this chapter or knowingly permits the violation thereof shall be deemed liable to a penalty of:

1. First conviction: Not less than \$250 nor more than an amount to be determined by the Town Board, or imprisonment not exceeding 15 days, or both;
2. Second conviction: Not less than \$500 nor more than an amount to be determined by the Town Board, or imprisonment not exceeding 15 days, or both; or
3. Third and subsequent conviction: Not less than \$750 nor more than an amount to be determined by the Town Board, or imprisonment not exceeding 15 days, or both.

Each day of continued violation shall constitute a separate violation.

Section 9. Severability

If any provision of this resolution or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect the validity of any other provision or the application of any other provision hereof to any other person or circumstance. The

Town Board declares that it would have adopted this resolution with the invalid provision severed.

Section 10. Conflict with Prior Resolutions

To the extent that any prior resolution or Town Board action establishes a different fee schedule for park use, such prior resolution or action is hereby superseded and repealed by this resolution.

Section 11. Effective Date

This resolution shall take effect immediately upon adoption by the Town Board.

Section 12. Certification

The Town Clerk is hereby directed to:

1. Prepare certified copies of this resolution;
2. File or record this resolution as required by law;
3. Make the fee schedule available for public inspection in the Office of the Town Clerk;
4. Distribute copies to the Parks Coordinator and Department of Public Works;
5. Post notice of the fee schedule in conspicuous locations at all Town parks; and
6. Maintain a copy of this resolution with all other official Town records.