

MEETING OF THE ROTTERDAM TOWN BOARD

November 12, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

PROCLAMATIONS

EXECUTIVE SESSION

PRESENTATIONS

- Recommendation to the Town Board concerning the potential transition of the Town Supervisor position from a part-time two-year term to a full-time four-year term.

PUBLIC HEARING

1. To consider the consolidation of the Town of Rotterdam sewer district and sewer district extensions, to wit: SEWER DISTRICT #7; SEWER DISTRICT #7, EXT. #1; AND SEWER DISTRICT #7, EXT. #2 into a single consolidated sewer district, known as the Town of Rotterdam Consolidated Sewer District; to consider the execution and approval of a Joint Consolidation Agreement. Pg. 4

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

Those members of the public wishing to address the Town Board will be asked to sign in before the meeting is called to order on the sign-in sheets being provided. Speakers will be called to the podium in order of their signing in. People recognized by the Chair to speak during 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 address for the record. People 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 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 address for the record. The purpose of 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 shall be given a maximum of four (4) minutes to address the Town Board.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS: RESOLUTIONS

- 343.25** Accepting Town Board Meeting Minutes. Pg. 19
- 344.25** To adopt the 2026 Annual Budget for the Town of Rotterdam for the fiscal year beginning January 1, 2026. Pg. 29
- 345.25** To accept revenue for Town Clerk's office for October 2025. Pg. 31
- 346.25** To authorize the Town Supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employees' Association (CSEA) resolving the Sr. Heavy Motor Equipment Operator position. Pg. 36
- 347.25** To negotiate and execute an agreement with C.T. Male Associates for landfill monitoring services. Pg. 38
- 348.25** To negotiate and execute Amendment No. 1 to an existing agreement with KB Prime Engineering & Architecture P.C. for the Rotterdam Water District No. 5 Lead Service Line Inventory Assistance Project. Pg. 48
- 349.25** To negotiate and execute Change Order No. 1 and Work Change Directive No. 1 to an existing agreement with Birdsall Excavation and Construction, LLC for the Water District No. 5 Water System Improvements – Contract No. 2 – Valve & Hydrant Replacement Project. Pg. 62
- 350.25** Call for bids for Rotterdam Police Uniforms and Equipment. Pg. 99
- 351.25** Sewer District Consolidation - Declare Lead Agency Under SEQRA Determination. Pg. 121
- 352.25** A Resolution approving the consolidation of one Town Of Rotterdam Sewer District and two Sewer District Extensions, To Wit: Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2 into one Consolidated Sewer District subject to the completion of proceedings pursuant to Article 17-A of the General Municipal Law of the State Of New York. Pg. 131
- 353.25** To amend Resolution 292.25 of the year 2025; To appoint Daniel Marsello to the position of GIS Map's Location Worker. Pg. 143
- 354.25** To recognize the introduction of Introductory Local Law No. __ of 2025; To amend Chapter 194, "Parks and Recreation" and scheduling a public hearing thereon. Pg. 146
- 355.25** To Declare Lead Agency under SEQRA for Introductory Local Law No. ____ of 2025; To adopt a new article of chapter 270, zoning, of the town code, relating to "battery energy storage systems". Pg. 151

356.25 To call for a Public Hearing on the proposed Introductory Local Law ___ of 2025; To adopt a new article in Chapter 270, Zoning, of the Town Code, relating to “Battery Energy Storage Systems”. Pg. 166

357.25 To negotiate and execute an agreement with Near Me Exteriors for window cleaning at Town Hall. Pg. 196

LIAISON REPORTS

MISCELLANEOUS

ADJOURNMENT

Mollie A. Collins, Supervisor

PUBLIC HEARING #1

11/12/25

To consider the consolidation of the Town of Rotterdam sewer district and sewer district extensions, to wit: SEWER DISTRICT #7; SEWER DISTRICT #7, EXT. #1; AND SEWER DISTRICT #7, EXT. #2 into a single consolidated sewer district, known as the Town of Rotterdam Consolidated Sewer District; to consider the execution and approval of a Joint Consolidation Agreement; and to hear all persons interested in the subject thereof concerning the same and to take such action thereon as shall be required or authorized by law.

NOTICE OF PUBLIC HEARING

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, October 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 334.25

A RESOLUTION AUTHORIZING THE SCHEDULING OF A PUBLIC HEARING, CONSOLIDATING ONE TOWN OF ROTTERDAM SEWER DISTRICT, TO WIT: SEWER DISTRICT #7, AND TWO SEWER DISTRICT EXTENSIONS, TO WIT: SEWER DISTRICT #7, Ext. #1 AND SEWER DISTRICT #7, EXT. #2, INTO ONE CONSOLIDATED SEWER DISTRICT SUBJECT TO THE COMPLETION OF PROCEEDINGS PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK AND FURTHER APPROVING AND AUTHORIZING THE EXECUTION OF A JOINT CONSOLIDATION AGREEMENT

WHEREAS, there exists within the Town of Rotterdam one sewer district, to wit: **SEWER DISTRICT #7** and two sewer district extensions, to wit: **SEWER DISTRICT #7, Ext. 1** and **SEWER DISTRICT #7, EXT.** and,

WHEREAS, the aforesaid sewer district and sewer district extensions have been created for a similar purpose; and,

WHEREAS, the Town Board is desirous of conducting a Public Hearing pursuant to the provisions of Article 17-A of the General Municipal Law for the purpose of hearing all persons upon the question of consolidating Town of Rotterdam **SEWER DISTRICT #7; SEWER DISTRICT #7, EXT. #1; AND SEWER DISTRICT #7, EXT. #2** into one consolidated sewer district subject to the completion of proceedings pursuant to Article 17-A of the General Municipal Law of the State of New York and further approving and authorizing the execution of a joint consolidation agreement by the Supervisor of the Town of Rotterdam; and,

WHEREAS, a map, plan and report prepared by LaBella Associates, competent engineers, describing the proposed consolidation has been filed in the Town Clerk's Office; and,

WHEREAS, in the event of consolidation, all expenses for any existing and future debt repayment and capital charges for the aforesaid sewer district and two sewer district extensions shall be determined as follows: debt service in the present annual amount of \$335,700 for any capital improvement financing, existing and future, will be divided equally among the present 626 equivalent dwelling units for an annual payment of \$535.00 per equivalent dwelling unit for the first year after sewer district consolidation. The present number of 626 equivalent dwelling units will be modified annually thereby affecting the annual per equivalent dwelling unit amount to be paid by each property owner; and,

WHEREAS, in the event of consolidation expenses for operation and maintenance for the aforesaid sewer district and two sewer district extensions shall be determined as follows: based upon the Town's review of sewer district operation and maintenance expenses, the consolidated sewer district will be charged an annual operation and maintenance charge of \$345.00 per equivalent dwelling unit for the first year after sewer district consolidation. The present number of equivalent dwelling units in the amount of 626 will be modified annually thereby affecting the annual per equivalent dwelling unit amount to be paid by each parcel owner; and

WHEREAS, in the event of consolidation charges for the City of Schenectady for the aforesaid sewer district and two sewer district extensions shall be determined as follows: Consolidated Sewer District users are responsible for operation and maintenance charges due the city of Schenectady for acceptance of wastewater from the Consolidated Sewer District. The per equivalent dwelling unit amount for these expenses for the first year after sewer district consolidation equals \$510 per equivalent dwelling unit. The amount due the city of Schenectady is adjusted annually based upon the Consumer Price Index and by any modification to the present number of equivalent dwelling units totaling 626.

WHEREAS, in the event of consolidation one-time charges for the aforesaid sewer district and two sewer district extensions shall be determined as follows: \$75 sewer lateral inspection fee and a \$750 sewer connection fee per equivalent dwelling unit for residential properties and \$1000 fee per equivalent dwelling unit for commercial properties.

**NOW THEREFORE, UPON MOTION OF Councilmember GALLUCCI, seconded by Councilmember DODSON,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

SECTION 1. The Town Board of the Town of Rotterdam shall meet and hold a Public Hearing at the Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 o'clock p.m. on November 12, 2025, to consider the consolidation of the Town of Rotterdam sewer district and sewer district extensions, to wit: **SEWER DISTRICT #7; SEWER DISTRICT #7, EXT. #1; AND SEWER DISTRICT #7, EXT. #2** into a single consolidated sewer district, known as the Town of Rotterdam Consolidated Sewer District; to consider the execution and approval of a Joint Consolidation Agreement; and to hear all persons interested in the subject thereof concerning the same and to take such action thereon as shall be required or authorized by law.

DATED: October 22, 2025

Daily Gazette: Please publish once on October 24, 2025

Town Clerk Post

SECTION 2. The Joint Consolidation Agreement proposes to consolidate the Town of Rotterdam sewer district and two sewer district extensions pursuant to the provisions of Article 17-A of the General Municipal Law and that as of January 1, 2026 it is proposed to consolidate the aforesaid sewer district and two sewer district extensions within the Town of Rotterdam pursuant to Article 17-A of the General Municipal Law of the State of New York, and it is further,

SECTION 3. The proposed Joint Consolidation Agreement is on file in the Town of Rotterdam Town Clerk's Office at 1100 Sunrise Boulevard, Rotterdam, New York. A copy of the proposed Joint Consolidation Agreement and a summary thereof are displayed upon and available

for public inspection on the Town of Rotterdam's Town Clerk's Bulletin Board, at the Town Clerk's Office at the Town of Rotterdam Town Hall, 1100 Sunrise Boulevard, Suite 1, Rotterdam, New York, and on the Town of Rotterdam website; and it is further,

SECTION 4. A copy of the Summary of the Joint Consolidation Agreement is attached to this resolution as Exhibit A, and that a description of the geographic boundaries of the proposed consolidated sewer district is attached to this resolution as Exhibit B.

SECTION 5. This resolution shall become effective October 22, 2025.

DATED: October 22, 2025

Daily Gazette: Please publish once on October 24, 2025

Town Clerk Post

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag (Absent)			
Collins	X		

I, Diane M. Marco, 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 October 22, 2025, 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 October 27, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



CERTIFICATION OF TOWN CLERK

I, **DIANE MARCO**, the undersigned Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY:**

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 22nd day of October, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 27 day of October 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

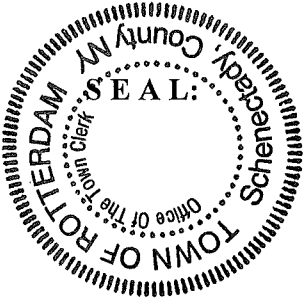


EXHIBIT A

SUMMARY OF THE JOINT CONSOLIDATION AGREEMENT

The Joint Consolidation Agreement is to be entered into by and between the Town of Rotterdam and Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2. The Town will as of January 1, 2026 be consolidating the one sewer district and two sewer district extensions into one consolidated sewer district. All property of the one sewer district and two sewer district extensions will be transferred to the consolidated sewer district and any current and future capital charges, operation and maintenance expenses, and charges due other municipalities shall be paid from the consolidated sewer district balances. Debt service in the present annual amount of \$335,700 for any capital improvement financing, existing and future, will be divided equally among the present 626 equivalent dwelling units for an annual payment of \$535.00 per equivalent dwelling unit for the first year after sewer district consolidation. The consolidated sewer district will be charged an annual operation and maintenance charge of \$345.00 per equivalent dwelling unit for the first year after sewer district consolidation. Consolidated Sewer District users are responsible for operation and maintenance charges due the city of Schenectady for acceptance of wastewater from the Consolidated Sewer District. The per equivalent dwelling unit amount for these expenses for the first year after sewer district consolidation equals \$510 per equivalent dwelling unit. The amount due the city of Schenectady is adjusted annually based upon the Consumer Price Index and by any modification to the present amount of equivalent dwelling units totaling 626. The present number of equivalent dwelling units in the amount of 626 will be modified annually thereby affecting the annual equivalent dwelling unit amount to be paid by each parcel owner for capital charges, operation and maintenance expenses and fees paid to other municipalities.

A public hearing upon the sewer district consolidation will be held by the Town Board at the Town Hall, Rotterdam, New York, not less than 35 days or more than 90 days after September 10, 2025. Notice of the date and time of the public hearing will be posted and published pursuant to Section 754 of the General Municipal Law of the State of New York.

A copy of the Joint Consolidation Agreement and this summary as well as the Consolidation Engineering Report may be reviewed at the Town Clerk's Office, Rotterdam, New York, on the Town Clerk's bulletin board or on the town's website.

Rotterdam, New York
September 10, 2025

EXHIBIT B

SUGGESTED DESCRIPTION

TOWN OF ROTTERDAM

SEWER DISTRICT NO. 7

The Sewer District No. 7, situated in the town of Rotterdam, County of Schenectady, State of New York, being particularly described as follows:

BEGINNING at a point on the westerly side of Tax Parcel ID No. 71.5-1-5.3 at the southwesterly corner of SD7; thence the following ten (10) courses and distances along the westerly boundary of Tax Parcel ID No. 71.5-1-5.3: 1) northerly 363'± across the Keator Drive right of way to a point; 2) westerly 249'± along the northerly right of way of Keator Drive to a point; 3) northerly 861'± to a point; 4) westerly 300'± to a point; 5) northerly 986'± to a point; 6) westerly 1051'± to a point; 7) northerly 73'± to a point; 8) easterly 22'± to a point; 9) northerly 60'± to a point; 10) westerly 239'± to point on the easterly right of way of Helderberg Avenue; thence along the said easterly right of way of Helderberg Avenue 152'± to a point; thence the following three (3) courses and distances along the northerly boundary of Tax Parcel ID No. 71.5-1-5.3: 1) easterly 240'± to a point; 2) northerly 61'± to a point; 3) easterly 75'± to a point on the property division line between Tax Parcel ID Nos. 71.5-1-5.3 & 71.5-1-5.13; thence the following four (4) courses and distances along the westerly boundary of Tax ID No. 71.5-1-5.13: 1) northerly 169'± to a point; 2) westerly 160'± to a point; 3) northerly 81'± to a point; 4) westerly 156'± to a point on the easterly right of way of Helderberg Avenue; thence northerly 59'± along the easterly right of way of Helderberg Avenue to a point; thence the following three (3) courses and distances along the northerly boundary of Tax Parcel ID No. 71.5-1-5.13: 1) easterly 135'± to a point; 2) northerly 109'± to a point; 3) easterly 773'± to a point on the westerly boundary of the New York State Thruway (I-90); thence southeasterly along the westerly right of way of said New York State Thruway (I-90) and easterly boundary of Tax Parcel ID No. 71.5-1-5.13, 618'± to a point; thence the following two (2) courses and distances along the westerly boundary of New York State Thruway (I-90) and easterly boundaries of Tax Parcel ID No's 71.5-1-36 & 71.5-1-11.12: 1) southeasterly 1792'± to a point; 2) southeasterly 195'± to a point; thence southeasterly along the westerly boundary of New York State Thruway (I-90) and easterly boundary of Tax Parcel ID No. 71.5-1-5.3, 1613'± to a point; thence easterly across the New York State Thruway (I-90) 373'± to a point on the southerly right of way of Fort Hunter Road; thence the following two (2) courses and distances along the southerly right of way of Fort Hunter Road: 1) southeasterly 155'± to a point; 2) easterly 84'± to a point on the westerly boundary of Tax Parcel ID No. 71.6-4-16.112; thence northerly 255'± along the westerly boundary of Tax Parcel ID No. 71.6-4-16.112; thence 147'± westerly along Tax Parcel ID No. 71.6-4-16.112 to point; thence northerly 291'± along the westerly boundaries of Tax Parcel ID Nos. 71.6-4-16.112 and 71.6-4-18 to a point; thence 46'± westerly along the southern boundary of Tax Parcel ID No. 71.6-4-19 to a point; thence northerly 120'± along the westerly boundary of Tax Parcel ID No. 71.6-4-19 to a point; thence westerly 691'± along the southerly boundary of Tax Parcel ID No. 71.6-4-20.21 to a point on the easterly right of way of Fort Hunter Road; thence northerly 97'± along the easterly right of way of Fort Hunter Road to a point; thence the following two (2) courses and distances along the westerly boundary of Tax Parcel ID No. 71.6-4-20.21: 1) easterly 197'± to a point; 2) northerly 201'± to a point; thence easterly 1341'± along the northerly boundary of Tax Parcel ID Nos. 71.6-3-32 & 71.6-3-31.1; thence northerly 177'± along the westerly boundaries of Tax Parcel ID Nos. 71.6-3-31.1 & 71.6-3-23.3 to a point; thence northeasterly along the westerly boundary of Tax Parcel ID No. 71.6-3-23.3, 367'± to a point on the southerly boundary of Curry Road; thence northeasterly 65'± across the Curry Road right

of way to a point on the southerly boundary of Tax Parcel ID No. 71.7-1-5; thence northwesterly 340'± along the northerly right of way of Curry Road and southerly boundary of Tax Parcel ID No. 71.7-1-5; thence northeasterly 243'± along the westerly boundary of Tax Parcel ID No. 71.7-1-5; thence northwesterly 210'± along the southerly boundary of Tax Parcel ID No. 59.18-4-24.11; thence southerly 233'± along Tax Parcel ID No. 59.18-4-24.11 to a point on the northerly right of way of Curry Road; thence northwesterly along the northerly right of way of Curry Road 116'± to a point; thence northerly 822'± along the westerly boundary of parcel 59.18-4-24.11 to a point; thence southeasterly 587'± along the northerly boundary of Tax Parcel ID No. 59.18-24.11; thence northerly 58'± along the westerly boundary of Tax Parcel ID No. 59.18-4-34.211; thence easterly 259'± along the northerly boundary of Tax Parcel ID No. 59.18-4-34.211 to a point; thence northerly 159'± along the westerly boundary of Tax Parcel ID No. 59.18-4-26.211 to a point; thence westerly 164'± along the southerly boundary of Tax Parcel ID No. 59.18-4-27 to a point; thence easterly 224'± along the northerly boundary of Tax Parcel ID No. 59.18-4-27 to a point; thence northerly 198'± along the westerly boundaries of Tax Parcel ID Nos. 59.18-4-28, 59.18-4-29.1 and 59.18-4-31.3 to a point on the southerly right of way of Fasula Boulevard; thence northerly 59'± across Fasula Boulevard to a point; thence northerly 131'± along the westerly boundaries of Tax Parcel ID Nos. 59.18-4-67 and 59.18-4-32.1 to a point; thence the following seven (7) courses and distances along the southerly boundary of Tax Parcel ID No. 59.18-4-33.11: 1) westerly 442'± to a point; 2) northerly 245'± to a point; 3) westerly 137'± to a point; 4) northerly 17'± to a point; 5) westerly 235'± to a point; 6) southerly 9'± to a point; 7) westerly 334'± to a point; thence northerly 553'± along the westerly boundary of Tax Parcel ID No. 59.18-4-33.11 to a point; thence easterly 1107'± along the northerly boundary of Tax Parcel ID Nos. 59.18-4-33.11 and 59.14-15-19 to a point; thence northerly 223'± along the westerly boundary of Tax Parcel ID No. 59.14-15-17.11; thence the following two (2) courses and distances along the northerly boundary of Tax Parcel ID No. 59.14-15-16.11: 1) easterly 489'± to a point; 2) easterly 74'± to a point; thence 128'± northerly along the westerly boundary of Tax Parcel ID Nos. 59.15-1-9, 59.15-1-8.11 & 59.15-1-7.1 to a point on the southerly right of way of Ariene Street; thence northerly 59'± across Ariene Street to a point; thence northerly 156'± along the westerly boundary of Tax Parcel ID No. 59.15-1-6.111 to a point; thence westerly 149'± along the southerly boundary of Tax Parcel ID No. 59.15-1-4.1; thence northerly 204'± along the westerly boundary of Tax Parcel ID No. 59.15-1-4.1 to a point; thence westerly 44'± along the southerly boundary of Tax Parcel ID No. 59.15-1-2.1 to a point; thence northerly 198'± along the westerly boundary of Tax Parcel ID Nos. 59.15-1-2.1 & 59.15-1-1.11 to a point; thence westerly 52'± to a point; thence the following two (2) courses and distances along the westerly boundary of Tax Parcel ID No. 59.15-1-1.11: 1) northerly 234'± to a point; 2) easterly 87'± to a point; thence northeasterly 194'± along the westerly boundary of Tax Parcel ID No. 59.15-1-1.11, 59.15-1-1.21 & 59.11-11-6.1 to a point; thence northerly 831'± along the westerly boundaries of Tax Parcel ID Nos. 59.11-11-5.1, 59.11-11-4.1, 59.11-11-3.1, 59.11-11-2.1 & 59.11-11-1.1 to a point; thence easterly 29'± to a point; thence northerly 194'± along the westerly boundary of Tax Parcel ID No. 59.11-11-1.1 and across the Argo Boulevard right of way to a point; thence westerly 29'± along the southerly boundary of Tax Parcel ID No. 59.11-6-16.11 to a point; thence northerly 127'± along the westerly boundary of Tax Parcel ID No. 59.11-6-16.11 to a point; thence easterly 61'± along the northern boundary of Tax Parcel ID No. 59.11-6-16.11 to point; thence northerly 198'± along the westerly boundary of Tax Parcel ID No. 59.11-6-51.21 and across the right of way of Cardiff Road to a point; thence westerly 15'± along the northerly right of way of Cardiff Road and southerly boundary of Tax Parcel ID No. 59.11-2-12.21 to a point; thence northerly along the westerly boundaries of Tax Parcel ID Nos. 59.11-2-12.21, 59.11-2-12.11, 59.11-2-11.1, 59.11-2-10.1, 59.11-2-9.1, & 59.11-2-8.1 to a point on the southerly right of way of Careleon Road; thence northerly 52'± across the Careleon Road right of way to a point; thence northerly 301'± along the westerly boundaries of Tax Parcel ID Nos. 59.11-

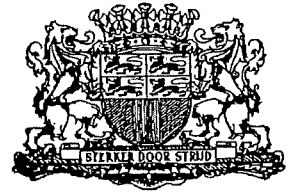
3-10.1 and 59.11-3-8.11 to a point on the southerly right of way of Chepstow Road; thence northerly 50'± across the Chepstow Road right of way to a point; thence 301'± northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-21.1, 59.7-6-20, 59.7-6-19, 59.7-6-18, 59.7-6-17 & 59.7-6-16.1 to a point on the southerly right of way of Caldicott Road; thence 50'± northerly across the Caldicott Road right of way to a point; thence 149'± northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-15.1, 59.7-6-14.1 & 59.7-6-13 to a point on the southerly boundary of Tax Parcel ID No. 59.7-6-12; thence westerly 250'± to a point on the westerly boundary of Tax Parcel ID No. 59.7-6-12; thence northerly along the westerly boundary of Tax Parcel ID No. 59.7-6-12, 47'± to a point; thence easterly 249'± along the northerly boundary of Tax Parcel ID No. 59.7-6-12 to a point; thence northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-11, 59.7-6-10 & 59.7-6-9 to a point on the southerly right of way of Butler Street; thence northeasterly 83'± across the Butler Street right of way to a point; thence northerly 204'± along the westerly boundary of Tax Parcel ID No. 59.7-1-34 to a point on the southerly right of way of Chrisler Avenue; thence 70'± southeasterly along the southerly right of way of Chrisler Avenue and the northerly boundary of Tax Parcel ID No. 59.7-1-34 to a point; thence southeasterly 502'± across the Hamburg Street right of way and northerly boundary of Tax Parcel ID Nos. 59.7-7-12.21 & 59.7-7-12.4 to a point on the southerly boundary of the Chrisler Avenue right of way; thence 37'± southerly along the easterly boundary of Tax Parcel ID No. 59.7-7-12.4 to a point; thence westerly 204'± along the southerly boundary of Tax Parcel ID No. 59.7-7-12.4 to a point; thence southerly 240'± across the Carman Street right of way and along the easterly boundary of Tax Parcel ID Nos. 59.7-7-11, 59.7-7-10.1, 59.7-7-9.1 & 59.7-7-8.1 to a point; thence westerly 46'± along the southerly boundary of Tax Parcel ID No. 59.7-7-8.1 to a point; thence southerly 79'± along the easterly boundary of Tax Parcel ID Nos. 59.7-7-7.1 and 59.7-7-6.1 to a point on the northerly right of way of 2nd Street; thence 51'± southerly across the 2nd Street right of way to a point; thence southerly 162'± along the easterly boundary of Tax Parcel ID Nos. 59.11-4-2.11 and 59.11-4-3.21 to a point; thence easterly 50'± along the northerly boundary of Tax Parcel ID No. 59.11-4-4.11 to a point; thence southerly 320'± along the easterly boundary of Tax Parcel ID Nos. 59.11-4-4.11, 59.11-4-4.21, 59.11-4-5, 59.11-4-6.1 & 59.11-4-7 to a point; thence westerly 94'± along the southerly boundary of Tax Parcel ID No. 59.11-4-7 to a point; thence southerly 109'± across the 3rd Street right of way and easterly boundary of Tax Parcel ID No. 59.11-7-3.11 to a point; thence easterly 94'± to point; thence southerly 365'± along the easterly boundaries of Tax Parcel ID Nos. 59.11-7-3.11 and 59.11-7-4.1; thence along the boundary of Tax Parcel ID No. 59.11-7-4.1, westerly 121'± to a point; thence southerly 120'± along the easterly boundary of Tax Parcel ID No. 59.11-7-4.1 to a point; thence easterly 119'± along the northerly boundary of Tax Parcel ID No. 59.11-7-6.1 to a point; thence southerly 59'± along the easterly boundary of Tax Parcel ID No. 59.11-7-6.1 to a point on the northerly right of way of 4th Street; thence southerly 50'± across the 4th Street right of way to a point; thence southerly 599'± along the easterly boundaries of Tax Parcel ID Nos. 59.11-12-1.1, 59.11-12-2.1, 59.11-12-3.1, 59.11-12-4.1, 59.11-12-5.1, 59.11-12-6.1, 59.11-12-7.1, 59.11-12-8.1, 59.11-12-9.1, 59.11-12-10.1, 59.11-12-12.11 & 59.11-12-13.1 to a point on the northerly boundary of 5th Street; thence southerly 49'± across the 5th street right of way to a point; thence southerly 397'± along the easterly boundaries of Tax Parcel ID Nos. 59.15-2-8.11, 59.15-2-6.1, 59.15-2-5.1, 59.15-2-4.1, 59.15-2-3.1 & 59.15-2-2.1 to a point; thence 150'± easterly along the northerly boundary of Tax Parcel ID No. 59.15-2-1.1 to a point on the westerly right of way of First Avenue; thence southerly 201'± along the westerly right of way of First Avenue and easterly boundary of Tax Parcel ID No. 59.15-2-1.1 to a point; thence westerly 62'± to a point on the easterly boundary of Tax Parcel ID No. 59.15-2-1.1; thence southerly 99'± to a point on the northerly right of way of East Campbell Road; thence northwesterly along the northerly right of way of East Campbell Road 76'± to a point; thence southerly 126'± across the East Campbell Road right of way and along the easterly boundary of Tax

Parcel ID No. 59.15-5-1.1 to a point; thence easterly 41'± to a point; thence southerly 81'± along the easterly boundary of Tax Parcel ID No. 59.15-5-1.1 to a point on the northerly right of way of May Avenue; thence 46'± southerly across the May Avenue right of way to a point on the easterly boundary of Tax Parcel ID No. 59.15-5-36; thence 252'± southerly along the easterly boundaries of Tax Parcel ID Nos. 59.15-5-36 and 59.15-5-35.1 to a point on the northerly right of way of William Street; thence westerly 77'± along the southerly boundary of Tax Parcel ID No. 59.15-5-35.1 and northerly right of way of William Street to a point; thence southerly 79'± across the William Street right of way and along the easterly boundary of Tax Parcel ID No. 59.15-9-19.21 to a point; thence easterly 50'± to a point; thence southerly 66'± along the easterly boundary of Tax Parcel ID No. 59.15-9-19.21 to a point; thence easterly 1023'± along the northerly boundary of Tax Parcel ID No. 59.15-9-17.1 to a point; thence the following three (3) courses and distances along the easterly boundary of Tax Parcel ID No. 59.15-9-17.1: 1) southerly 152'± to a point; 2) easterly 128'± to a point; 3) southerly 514'± to a point on the southerly boundary of Tax Parcel ID No. 59.15-9-17.1; thence westerly 217'± to a point; thence northerly 1298'± along the southerly boundary of Tax Parcel ID No. 59.15-9-17.1 to a point; thence westerly 75'± along the southerly boundary of Tax Parcel ID No. 59.15-9-16.1 to a point on the easterly right of way of Howell Street; thence westerly 51'± across the Howell Street right of way to a point; thence 86'± southerly along the easterly boundary of Tax Parcel ID No. 59.15-8-22.1 and westerly right of way of Howell Street to a point; thence westerly 52'± along the southerly boundary of Tax Parcel ID No. 59.15-8-22.1 to a point; thence northerly 42'± along the westerly boundary of Tax Parcel ID No. 59.15-8-22.1 to a point; thence westerly 144'± along the southerly boundary of Tax Parcel ID No. 59.15-8-21.1 and across the Stoodley Place right of way to a point; thence southerly 76'± along the easterly boundary of Tax Parcel ID No. 59.15-8-2.11 and westerly right of way of Stoodley Place to a point; thence westerly 67'± along the southerly boundary of Tax Parcel ID No. 59.15-8-2.11 to a point; thence southerly 708'± along the easterly boundaries of Tax Parcel ID Nos. 59.15-8-2.11, 59.19-1-1.11, 59.19-1-1.31, 59.19-1-2.1, 59.19-1-3.1, 59.19-1-4.1 & 59.19-1-5.1 to a point; thence westerly 35'± along the southerly boundary of Tax Parcel ID No. 59.19-1-5.1 to a point; thence southerly 720'± along the easterly boundaries of Tax Parcel ID Nos. 59.19-1-6.1, 59.19-1-7.1, 59.19-1-8.11, 59.19-1-9.1 & 59.19-1-12.1 to a point on the northerly right of way of Knox Drive; thence westerly 93'± along the northerly right of way of Knox Drive and southerly boundary of Tax Parcel ID No. 59.19-1-12.1 to a point; thence westerly 378'± to a point; thence southerly 227'± across the Knox Drive right of way and along the easterly boundary of Tax Parcel ID No. 59.19-5-3.1 to a point; thence easterly 602'± along the northerly boundary of Tax Parcel ID No. 59.19-5-2.1 to a point; thence southerly 556'± along the easterly boundary of Tax Parcel ID Nos. 59.19-5-2.1, 71.7-1-1 & 71.7-1-3.1 to a point; thence westerly 242'± along the southerly boundary of Tax Parcel ID No. 71.7-1-3.1 to a point; thence 229'± southerly along the easterly boundary of Tax Parcel ID No. 71.7-1-5 to a point; thence westerly 678'± along the southerly boundary of Tax Parcel ID No. 71.7-1-5 to a point; thence southeasterly 295'± along the easterly boundary of Tax Parcel ID No. 71.7-1-6.111 to a point; thence southwesterly 206'± along the southerly boundary of Tax Parcel ID No. 71.7-1-6.111 and across the Curry Road right of way to a point; thence southeasterly 282'± along the southerly right of way of Curry Road and northerly boundary of Tax Parcel ID No. 71.6-5-1.31 to a point; thence southerly 443'± along the easterly boundary of Tax Parcel ID No. 71.6-5-1.31 to a point; thence southeasterly 505'± along the northerly boundary of Tax Parcel ID No. 71.6-5-10 to a point; thence westerly 173'± along the southerly boundary of Tax Parcel ID No. 71.6-5-10 to a point; thence southerly 541'± along the easterly boundary of Tax Parcel ID No. 71.7-1-11.2 to a point; thence westerly 112'± to a point; thence southerly 91'± to a point on the southerly boundary of Tax Parcel ID No. 71.7-1-11.2; thence westerly 198'± along the southerly boundary of Tax Parcel ID No. 71.7-1-11.2 to a point; thence 136'± southerly across the Marra Lane right of way and along the easterly right of way of 71.6-5-3.1 to a point; thence westerly 565'± along

the southerly boundaries of Tax Parcel ID Nos. 71.6-5-3.1 & 71.6-5-5.1 and across the New York State Thruway Spur to a point on the southerly boundary of Tax Parcel ID No. 71.6-5-6; thence continuing westerly 1163'± along the southerly boundary of Tax Parcel ID No. 71.6-5-6 and across the New York State Thruway (I-90) to a point on the southerly boundary of Tax Parcel ID No. 71.5-1-5.3; thence westerly 2263'± along the southerly boundary of Tax Parcel ID No. 71.5-1-5.3 to the point of **BEGINNING**.

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: October 9, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner *PC*

TITLE OF REQUEST: Call for a Public Hearing to be held on November 10, 2025 regarding the Sewer District #7 Consolidation

TOWN BOARD MEETING: October 22, 2025

Background Information: The proposed consolidation of Sewer District #7 and its existing extensions aims to improve administrative efficiency concerning debt retirement, operation, and maintenance, and intermunicipal fees associated with wastewater management services, including wastewater acceptance as outlined in the intermunicipal agreement between the City of Schenectady and the Town.

Evaluation/Analysis: Given its administrative nature, the proposed consolidation is not anticipated to have an adverse effect on any environmental resource within the Town.

Recommendation(s): Town Board should consider calling for a Public Hearing to be held on Wednesday November 10, 2025.

Attachment/Document(s): Draft Notice of Public Hearing with Exhibits

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Article 17-A of the General Municipal Law

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 343.25

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____, **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 November 5, 2025, Town Board Special meeting as attached.

SECTION 2. This resolution shall become effective November 12, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: November 6, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from November 5, 2025, Special Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: November 12, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: November 12, 2025

Background Information: Attached. To adopt the meeting minutes of the November 5, 2025, Special Town Board Meeting.

Evaluation/Analysis: N/A

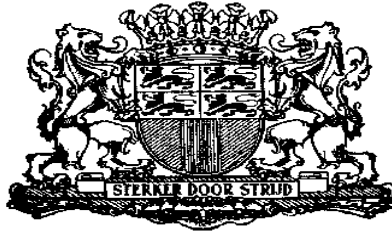
Recommendation(s): To place on Town Board agenda and Town Board meeting of November 12, 2025.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco



TOWN OF ROTTERDAM

DIANE M. MARCO

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.rotterdamny.org
Email * dmarco@rotterdamny.org

November 7, 2025

Certified Resolutions: #339.25-#342.25 for the year 2025 was duly adopted at the Special Town Board Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York, 12306 that was held Wednesday, November 5, 2025. The Town Board Agenda Meeting started at approximately 6:43p.m. The agenda meeting was adjourned at approximately 6:47 p.m. All agreed to adjourn the agenda meeting. The Town Board meeting began at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 7:06 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

SPECIAL MEETING OF THE ROTTERDAM TOWN BOARD

November 5, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

PROCLAMATIONS

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC HEARING

- 2026 Preliminary Budget – Pg. 3 **PUBLIC HEARING CLOSED**

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

Those members of the public wishing to address the Town Board will be asked to sign in before the meeting is called to order on the sign-in sheets being provided. Speakers will be called to the podium in order of their signing in. People recognized by the Chair to speak during 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 address for the record. People 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 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 address for the record. The purpose of 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 shall be given a maximum of four (4) minutes to address the Town Board.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS: RESOLUTIONS

339.25 Accepting Town Board Meeting Minutes. Pg. 77

340.25 To recognize the introduction of Introductory Local Law ____ of 2025; To amend Chapter 270, Zoning, of the Town code, relating to a Change of Zone request on ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1) located between 2229 & 2193 Ghents Road and refer to the Planning Commission for report and recommendation. Pg. 110

341.25 To authorize the Supervisor to sign a first amendment to a standard lease agreement with T-Mobile Northeast LLC for cell phone signal equipment placed on the Hewlett Avenue water tower. Pg. 123

342.25 To enter into an agreement with Niagara Mohawk for the authorization of hanging illuminated snowflakes on utility poles in the Town of Rotterdam. Pg. 129

LIAISON REPORTS

MISCELLANEOUS

ADJOURNMENT

Mollie A. Collins, Supervisor

At the Special 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, November 5, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 339.25

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **GALLUCCI**, **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 October 22, 2025, Town Board meeting as attached.

SECTION 2. This resolution shall become effective November 5, 2025.

DATED: November 5, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag			X
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on November 5, 2025, 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 Special meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this November 7, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the Special 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, November 5, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 340.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ___ OF 2025; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE REQUEST ON ±4.14 ACRES PARCEL FROM AGRICULTURE (A-1) TO SINGLE FAMILY RESIDENTIAL (R-1) LOCATED BETWEEN 2229 & 2193 GHENTS ROAD AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1) for the construction of four (4) single family residential building lots located between the properties known as 2229 & 2193 Ghents Road on the north side and is known as Tax Map No. 70.8-1-14.2; **NOW**

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

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2025; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±4.14 acres parcel from Agriculture (A-1) to Single Family Residential (R-1) for the construction of four (4) single family residential building lots located between the properties known as 2229 & 2193 Ghents Road on the north side and is known as Tax Map No. 70.8-1-14.2.

SECTION 2. The Town Board hereby refers this Introductory Local Law No. ____ of 2025 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective November 5, 2025.

DATED: November 5, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on November 5, 2025, 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 Special meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this November 7, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the Special 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, November 5, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 341.25

TO AUTHORIZE THE SUPERVISOR TO SIGN A FIRST AMENDMENT TO A STANDARD LEASE AGREEMENT WITH T-MOBILE NORTHEAST LLC FOR CELL PHONE SIGNAL EQUIPMENT PLACED ON THE HEWLETT AVENUE WATER TOWER

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is authorized to negotiate, accept and sign a First Amendment to Standard Lease Agreement with T-Mobile Northeast LLC, for the use of the Hewlett Avenue Water Tower for mounting and maintaining cell phone signal equipment.

SECTION 2. This resolution shall become effective November 5, 2025.

DATED: November 5, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on November 5, 2025, 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 Special meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this November 7, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the Special 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, November 5, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 342.25

**TO ENTER INTO AN AGREEMENT WITH NIAGARA MOHAWK FOR THE
AUTHORIZATION OF HANGING ILLUMINATED SNOWFLAKES ON UTILITY
POLES IN THE TOWN OF ROTTERDAM**

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

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 Niagara Mohawk Power Corporation for the purpose of installing and hanging illuminated Snowflakes on utility poles along Curry Road, within the Town of Rotterdam.

SECTION 2. This resolution shall become effective November 5, 2025.

DATED: November 5, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on November 5, 2025, 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 Special meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this November 7, 2025.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 344.25

**TO ADOPT THE 2026 ANNUAL BUDGET FOR THE TOWN OF ROTTERDAM FOR
THE FISCAL YEAR BEGINNING JANUARY 1, 2026**

WHEREAS, the Town Board of the Town of Rotterdam accepted, by resolution, the 2026 Tentative Budget, with modifications, as the 2026 Preliminary Budget on October 22, 2025; and

WHEREAS, pursuant to New York State Town Law Section 108, the public hearing was held on November 5, 2025, where comments by the public both in favor and against the 2026 Preliminary Budget, as compiled, and both for and against specific items contained in that budget were heard by the Town Board; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby modifies the 2026 Preliminary Budget by including therein an as part thereof the estimated fund balances, together with a breakdown of such fund balance estimated for encumbrances, amounts appropriated for the ensuing fiscal year's budget, amounts reserved for stated purposes pursuant to law, including reserve funds established pursuant to the general municipal law, and the remaining estimated unappropriated unreserved fund balance for each fund.

SECTION 2. The Town Board of the Town of Rotterdam hereby adopts the 2026 Preliminary Budget, with the foregoing modification, as the Annual Budget for the Town of Rotterdam for the fiscal year beginning January 1, 2026.

SECTION 3. This resolution shall become effective November 12, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

The 2026 Annual Budget once adopted, shall be made available for the public in both the office of the Town Clerk, Monday through Friday, exclusive of holidays, between the hours of 8:00 a.m. and 4:00 p.m. and through the Town of Rotterdam website, <https://townofrotterdam.gov/> around the clock.

RESOLUTION NO. 345.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____, **NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of October 2025 has been placed on file and the Town Clerk's check in the amount of five thousand nine hundred eighty-six dollars and 14/100 (\$5,986.14) has been submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective November 12, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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: November 5, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for October \$5.986.14 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: November 12, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: November 12, 2025

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of November 12, 2025.

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Diane M. Marco, Town Clerk

Account Description	Fee Description	Account#	Qty	Local Share
Bingo 3%	Bingo 3%	A2530	10	297.60
			Sub-Total:	\$297.60
Conservation	Conservation	A1255	18	67.04
			Sub-Total:	\$67.04
Dog Licensing	Exempt Dog	A2544	3	0.00
Dog Licensing	Female, Spayed	A2544	105	1,470.00
Dog Licensing	Female, Unspayed	A2544	6	102.00
Dog Licensing	Male, Neutered	A2544	98	1,372.00
Dog Licensing	Male, Unneutered	A2544	18	306.00
Dog Licensing	Replacement Tags	A2544	2	6.00
			Sub-Total:	\$3,256.00
Late Fees	Late Fee -Dog Renewal	A1550	38	380.00
			Sub-Total:	\$380.00
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	7	122.50
			Sub-Total:	\$122.50
MISC. FEES	Certified Copies	A1255	173	1,730.00
			Sub-Total:	\$1,730.00
parade vending permit	Parade Permit	A002545	3	75.00
			Sub-Total:	\$75.00
PERMIT FEES	Garage Sale	A2590	53	265.00
			Sub-Total:	\$265.00
Second Hand Dealers	Second Hand Dealers	A2545	1	250.00
			Sub-Total:	\$250.00
Senior Discount	Senior Discount	A2544	61	-607.00
			Sub-Total:	-\$607.00
Soliciting	Soliciting Hawking Peddler	A2545	1	150.00
			Sub-Total:	\$150.00
Total Local Shares Remitted:				\$5,986.14
Amount paid to:	NYS Ag. & Markets for spay/neuter program			275.00
Amount paid to:	NYS Environmental Conservation			1,067.96
Amount paid to:	State Health Dept. For Marriage Licenses			157.50
Total State, County & Local Revenues:	\$7,486.60		Total Non-Local Revenues:	\$1,500.46

To the Supervisor:

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

Mollie A. Collins
Supervisor

11/3/25
Date

Diane M. Marco
Town Clerk

11/3/25
Date

**Monthly Worksheet of Daily Work
October 2025**

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
10/1/2025	\$331.00	\$291.00	\$272.77	\$18.23	\$20.00	\$2.00	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/2/2025	\$180.00	\$5.00	\$4.72	\$0.28	\$150.00	\$13.00	\$137.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/3/2025	\$267.00	\$72.00	\$68.03	\$3.97	\$125.00	\$9.00	\$116.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/6/2025	\$346.40	\$30.00	\$27.62	\$2.38	\$223.00	\$23.00	\$200.00	\$0.00	\$0.00	\$0.00	\$8.40	\$0.00	\$0.00	\$0.00	\$0.00
10/7/2025	\$629.54	\$5.00	\$4.72	\$0.28	\$335.00	\$27.00	\$308.00	\$40.00	\$22.50	\$17.50	\$54.54	\$0.00	\$0.00	\$0.00	\$0.00
10/8/2025	\$322.35	\$0.00	\$0.00	\$0.00	\$230.00	\$24.00	\$206.00	\$0.00	\$0.00	\$0.00	\$37.35	\$0.00	\$0.00	\$0.00	\$0.00
10/9/2025	\$505.00	\$10.00	\$8.72	\$1.28	\$165.00	\$13.00	\$152.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/10/2025	\$166.03	\$20.00	\$18.89	\$1.11	\$91.00	\$12.00	\$79.00	\$0.00	\$0.00	\$0.00	\$15.03	\$0.00	\$0.00	\$0.00	\$0.00
10/14/2025	\$296.00	\$42.00	\$39.67	\$2.33	\$84.00	\$10.00	\$74.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/15/2025	\$200.00	\$0.00	\$0.00	\$0.00	\$90.00	\$8.00	\$82.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/16/2025	\$413.30	\$77.00	\$72.02	\$4.98	\$165.00	\$13.00	\$152.00	\$40.00	\$22.50	\$17.50	\$51.30	\$0.00	\$0.00	\$0.00	\$0.00
10/17/2025	\$299.13	\$87.00	\$82.20	\$4.80	\$40.00	\$4.00	\$36.00	\$40.00	\$22.50	\$17.50	\$17.13	\$0.00	\$0.00	\$0.00	\$0.00
10/20/2025	\$452.00	\$72.00	\$68.02	\$3.98	\$160.00	\$16.00	\$144.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/21/2025	\$260.00	\$10.00	\$9.44	\$0.56	\$55.00	\$6.00	\$49.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/22/2025	\$347.70	\$0.00	\$0.00	\$0.00	\$165.00	\$13.00	\$152.00	\$80.00	\$45.00	\$35.00	\$32.70	\$0.00	\$0.00	\$0.00	\$0.00
10/23/2025	\$221.34	\$107.00	\$101.08	\$5.92	\$35.00	\$3.00	\$32.00	\$0.00	\$0.00	\$0.00	\$14.34	\$0.00	\$0.00	\$0.00	\$0.00
10/24/2025	\$364.00	\$99.00	\$93.54	\$5.46	\$185.00	\$21.00	\$164.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/27/2025	\$740.00	\$10.00	\$9.44	\$0.56	\$190.00	\$18.00	\$172.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/28/2025	\$294.00	\$69.00	\$65.20	\$3.80	\$165.00	\$11.00	\$154.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/29/2025	\$250.00	\$10.00	\$9.44	\$0.56	\$100.00	\$12.00	\$88.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/30/2025	\$338.38	\$0.00	\$0.00	\$0.00	\$71.00	\$10.00	\$61.00	\$0.00	\$0.00	\$0.00	\$22.38	\$0.00	\$0.00	\$0.00	\$0.00
10/31/2025	\$263.43	\$119.00	\$112.44	\$6.56	\$80.00	\$7.00	\$73.00	\$0.00	\$0.00	\$0.00	\$44.43	\$0.00	\$0.00	\$0.00	\$0.00
Audited by dmm															
10/31/2025	\$7,486.60	\$1,135.00	\$1,067.96	\$67.04	\$2,924.00	\$275.00	\$2,649.00	\$280.00	\$157.50	\$122.50	\$297.60	\$0.00	\$0.00	\$0.00	\$0.00

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

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

DATE November 3, 2025 3004
29-7-213

PAY
TO THE
ORDER OF

Mollie Collins Supervisor \$ 5986.14
Five thousand nine hundred eighty six 14/100

KeyBank 

KeyBank National Association

MEMO

Reserve October

Pat M-Mary
Town Clerk

Mobile
Deposit
Safe
Details on back

710202167 JB-9F 898-898-898
SUPERIOR PRESS • 898-898-898

SECURED THERMO SECURED THERMO SECURED THERMO SECURED THERMO SECURED

RESOLUTION NO. 346.25

**TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM
OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL
SERVICE EMPLOYEES' ASSOCIATION (CSEA) RESOLVING THE SR. HEAVY
MOTOR EQUIPMENT OPERATOR POSITION**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association, resolving the Sr. Heavy Motor Equipment Operator position which is contingent upon Schenectady County Civil Service adopting the new requirements for this position.

SECTION 2. This resolution shall become effective November 12, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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: November 7, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Authorize the supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employees Association, Inc. (CSEA) resolving Sr. Heavy Motor Equipment Operator position

TOWN BOARD MEETING: November 12, 2025

Background Information: The Town of Rotterdam has been in negotiations with the CSEA regarding the grievance concerning the Sr. Heavy Motor Equipment Operator position.

Evaluation/Analysis: The Town of Rotterdam and the CSEA have resolved the grievance with this Memorandum of Agreement. This MOA is contingent on the Schenectady County Civil Service adopting the new requirements for this position.

Recommendation(s): Authorize the supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the CSEA resolving the grievance concerning the Sr. Heavy Motor Equipment Operator position.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 347.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with, C.T. Male Associates, located at 50 Century Hill Drive, Latham, New York 12110 for landfill monitoring services at the Town of Rotterdam MSW Landfill, as set forth by NYSDEC, in an amount not to exceed twenty thousand three hundred seventy-five and 00/100 (\$20,375.00) dollars.

SECTION 2. This resolution shall become effective November 12, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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: November 5, 2025

TO: Mollie Collins – Town Supervisor

FROM: Lisa Gallo – DPW Coordinator *LG*

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

TOWN BOARD MEETING: November 12, 2025

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

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

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

Due to the increase in chemical analytical laboratory testing costs the agreement for 2025 is \$20,375.00 which is an increase of \$2,435.00 from 2024.

Recommendation(s): Town Board Resolution needs to be prepared to authorize Supervisor to sign contract agreement from C.T. Male for Landfill Monitoring 2025 at \$20,375.00 for the year.

Attachment/Document(s): Contract agreement C.T. Male Associates for 2025.

Compliance with Purchasing Policy: Yes.

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

C.T. MALE ASSOCIATES

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

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



November 4, 2025

Ms. Mollie A. Collins, Town Supervisor
Town of Rotterdam John F. Kirvin Government Center
Rotterdam Town Hall
1100 Sunrise Boulevard
Rotterdam, New York 12306
mcollins@rotterdamny.org

Re: *Proposal – 2025 Landfill Monitoring Services*
Town of Rotterdam Landfills
C.T. Male Project No. 03.3131

Dear Ms. Collins:

C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. (C.T. Male) offers this proposal for 2025 Landfill Monitoring services at the Town of Rotterdam's Municipal Solid Waste (MSW) and Construction and Demolition (C&D) Debris Landfills.

The Landfill Monitoring services scheduled in 2025 will include annual sampling and analyses at the MSW Landfill, annual sampling and analyses at the 3.0 Acre and 3.4 Acre C&D Debris Landfills, annual leachate sampling of the four (4) leachate storage tanks and one (1) leachate seepage tank, and report preparation. The New York State Department of Environmental Conservation (NYSDEC) has requested that the annual sampling event be performed during a rotating quarter each year and since the 2024 annual sampling event was conducted during the third quarter, the annual sampling event is proposed to be conducted during the fourth quarter of 2025.

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

SCOPE OF WORK

Item 1 - Sampling and Laboratory Analyses

1. Conduct annual groundwater monitoring of the nine (9) MSW landfill monitoring wells, three (3) surface water sampling locations, two (2) leachate tanks, and one

C.T. MALE ASSOCIATES

November 4, 2025
Ms. Mollie Collins
Page - 2

- (1) leachate seepage tank at the Town of Rotterdam MSW Landfill in 2025. It is assumed that the monitoring wells remain accessible and in good condition for sampling. Collect one (1) field duplicate sample and one (1) matrix spike/matrix spike duplicate (MS/MSD) as required by the Environmental Monitoring Plan during the annual sampling event. Analyze the groundwater samples, leachate samples, field duplicate, and the MS/MSD in the laboratory for the Part 360 baseline parameters. Analyze the surface water samples for the Part 360 routine parameters.
2. Conduct annual groundwater monitoring of the two (2) monitoring wells at the Town of Rotterdam 3.0 Acre C&D Debris Landfill in 2025. It is assumed that the monitoring wells are accessible and in good condition for sampling. Analyze the groundwater samples in the laboratory for the Part 360 routine parameters.
 3. Conduct annual groundwater monitoring of the four (4) monitoring wells, one (1) surface water sampling location, and two (2) leachate tanks at the Town of Rotterdam 3.4 Acre C&D Debris Landfill in 2025. It is assumed that the monitoring wells are accessible and in good condition for sampling. Analyze the groundwater, surface water, and leachate samples in the laboratory for the Part 360 baseline parameters.
 4. The laboratory analyses will be performed by a NYSDOH ELAP certified laboratory. An ASP Category B data deliverable package will be prepared by the laboratory. The ASP Category B data deliverable package for the annual baseline parameters will be data validated by an independent third-party data validator in accordance with 6 NYCRR Part 360.11(d)(5), which requires that 5% of the samples be validated. One baseline parameter sample will be data validated.
 5. The procedures that will be followed during sampling will be in accordance with the NYSDEC approved Environmental Monitoring Plan. Our proposal is based on utilizing new clean disposable bailers and new clean rope or peristaltic pump with new clean tubing to purge and sample each monitoring well.
 6. The results will be summarized in a spreadsheet along with the regulatory standards and guidance values for inclusion in the annual report.

C.T. MALE ASSOCIATES

November 4, 2025
Ms. Mollie Collins
Page - 3

Item 2 –Annual Report

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

ESTIMATED FEE

C.T. Male's unit price schedule and estimated fees to provide the above-described scope of work are as follows:

• Mobilization (includes mileage): \$750.00/event	=	\$ 750.00
• Sample 3.0 Acre C&D Debris Landfill Locations And Analysis for Routine Parameters: 2 samples/event x \$375.00/sample	=	\$ 750.00
• Sample 3.4 Acre C&D Debris Landfill Locations, Analysis for Baseline Parameters, and Data Validation: 7 samples/event x \$675.00/sample	=	\$ 4,725.00
• Sample MSW Surface Water Locations And Analysis for Routine Parameters: 3 samples/event x \$375.00/sample	=	\$ 1,125.00
• Sample MSW Groundwater and Leachate Locations, Analysis For Baseline Parameters, and Data Validation: 15 samples/event x \$675.00/sample	=	\$ 10,125.00
• Report Preparation for Annual Sampling Event: \$2,600.00/event	=	<u>\$ 2,900.00</u>
Total Annual (2025) Cost		<u>\$20,375.00</u>

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

C.T. MALE ASSOCIATES

*November 4, 2025
Ms. Mollie Collins
Page - 4*

C.T. Male appreciates the opportunity to submit this proposal and we look forward to continuing working with you and the Town of Rotterdam on this project. If you have any questions, please call me at (518) 786-7501.

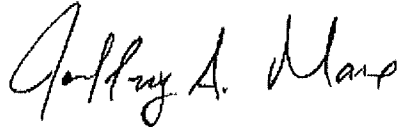
Sincerely,

C.T. MALE ASSOCIATES



Daniel T. Achtyl, P.G.
Geologist III

Reviewed and Approved by



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

Att. Contract Agreement

C.T. MALE ASSOCIATES

CONTRACT AGREEMENT

Project No.: 03.3131

Agreement made this 4th day of November 2025, by and between **C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C.**, a Design Professional Corporation registered in New York State and authorized to do business in the State of New York, (hereinafter called C.T. MALE ASSOCIATES); and the **TOWN OF ROTTERDAM** (hereinafter called the CLIENT).

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

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

C.T. MALE ASSOCIATES will provide 2025 Landfill Monitoring services at the Town of Rotterdam Municipal Solid Waste and Construction and Demolition Debris Landfills. Scope of Work includes field sampling, laboratory testing, and reporting for the Town's closed landfills, consistent with the prior year's scope of work as further detailed in C.T. Male proposal dated November 4, 2025, and summarized as follows:

Description	Cost
Mobilization (includes mileage): 1 event/year @ \$750.00/event =	\$750.00
Sample 3.0 Acre C&D Debris Landfill Locations Annually and Analysis for Routine Perimeters: 2 samples/event @ \$375.00/sample =	\$750.00
Sample 3.4 Acre C&D Debris Landfill Locations Annually, Analysis for Baseline Parameter and Data Validation: 7 samples/event @ \$675.00/sample =	\$4,725.00
Sample MSW Surface Water Locations Annually and Analysis for Routine Parameters: 3 samples/event @ \$375.00/sample =	\$1,125.00
Sample MSW Groundwater and Leachate Locations Annually, Analysis for Baseline Parameters and Data Validation: 15 samples/event @ \$675.00/sample =	\$10,125.00
Report preparation for Annual Sampling Event (includes any clerical, postage and material/print charges): 1 event @ \$2,900.00/event =	\$2,900.00
Total Annual (2025) Cost	\$20,375.00

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

Total Lump Sum fee of **\$20,375.00**.

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

- C. CLIENT shall furnish the following:

- Signed contract agreement
- Access to site

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

C.T. MALE ASSOCIATES

AGREED TO:**TOWN OF ROTTERDAM**

Attn: Mollie A. Collins, Town Supervisor

1100 Sunrise Boulevard

Rotterdam, NY 12306

Phone: (518) 355-7575

Email: mcollins@rotterdamny.org

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

50 Century Hill Drive

Latham, NY 12110

Phone: (518) 786-7400

Email: j.marx@ctmale.com

By: _____	By: _____
Authorized Signature	Jeffrey A. Marx, P.E.
(Date)	(Date)
Title: _____	Title: Managing Environmental Engineer

C.T. MALE ASSOCIATES

STANDARD TERMS AND CONDITIONS OF AGREEMENT

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

C.T. MALE ASSOCIATES

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 348.25

**TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING
AGREEMENT WITH KB PRIME ENGINEERING & ARCHITECTURE P.C. FOR THE
ROTTERDAM WATER DISTRICT NO. 5 LEAD SERVICE LINE INVENTORY
ASSISTANCE PROJECT**

THEREFORE, UPON MOTION OF Councilmember _____,

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 Amendment No. 1 to an existing agreement with KB Prime Engineering & Architecture, P.C., located at 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, to complete the annual notification required as per the Lead and Copper Rule Improvements (LCRI), in an amount not to exceed three thousand nine hundred and 00/100 (\$3,900.00) dollars, for a new total agreement amount not to exceed one hundred seventy nine thousand four hundred and 00/100 (\$179,400.00) dollars.

SECTION 2. This resolution shall become effective November 12, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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: November 5, 2025

TO: Mollie Collins, Town Supervisor

FROM: Lisa Gallo, DPW Coordinator

TITLE OF REQUEST: Amendment #1-WD 5 Lead Service Line Inventory Assistance

TOWN BOARD MEETING: November 12, 2025

Background Information:

Water Districts No. 5 is served by an extensive water distribution system that consists of water mains, valves, hydrants, and water services of various age and materials. The Town must comply with the EPA Lead and Copper Rule (LCR) to protect public health and reduce exposure to lead and copper in drinking water. EPA has mandated that a comprehensive material inventory be completed by October 16, 2024.

Evaluation/Analysis:

Prime AE is familiar with the Town's water systems and is currently performing a comparable inventory for the Town of Rotterdam water system. Provide services to complete the annual notification required as per the Lead and Copper Rule Improvements (LCR).

Recommendation(s):

Authorize the Supervisor to negotiate and execute agreement #1 with Prime AE for professional engineering services relating to Rotterdam WD#5 Lead Service Line Inventory Assistance in an amount not to exceed \$3,900.00.

Attachment/Document(s):

Prime AE agreement dated November 5, 2025.

Compliance with Purchasing Policy:

Yes

Effect(s) on Existing Law(s):

N/A

LEGISLATION WILL BE PREPARED BY:

Supervisors Office

November 4 , 2025

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

**Re: Town of Rotterdam
 Rotterdam WD#5 Lead Service Line Inventory Assistance
 Engineering Services Amendment #1 (rev)
 Our Project #240577**

Dear Mrs. Collins:

As requested by the Town, this proposed amendment #1 has been revised to only provide services to complete the annual notification required as per the Lead and Copper Rule Improvements (LCRI) which was finalized in October 2024. The annual notification requirement states that all properties with an overall service line classification as either unknown, lead or GSLRR need to be notified annually regarding the health effects of lead. Based on this request, KB Engineering proposes the following scope of work for this Amendment #1:

For the Town to comply with annual notification requirements, KB Engineering will:

1. Use the 2024 list of properties for notification and update as required to determine the residents who need the annual communication. This is proposed compared to first updating the inventory since a majority of Town service lines are still unknown.
2. Assist with providing communication material and complying with the annual notification requirement for residents with a service line (SL) classification of unknown, GLSRR or Lead.
3. Respond to limited follow-up resident questions (not to exceed four hours).

We propose to provide these additional services for a lump sum fee not to exceed **\$3,900** for this project. Our work will be billed based on the percentage complete each month. Our original Terms and Conditions for this contract will remain in effect for this amendment. Assuming it would take the Town 4 – 5 business days to print and mail notifications, we would need to be hired by EOB November 5, 2025, to be able to meet the November 15, 2025 deadline. An email confirmation shall suffice as our notice to proceed with the work.

If this revised Amendment #1 proposal is acceptable, please execute the signature block on the next page and return it to us.

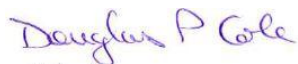
Sincerely,
KB Engineering & Architecture, P.C.



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

AGREED TO BY THE TOWN OF ROTTERDAM, NY

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



Mollie Collins, Supervisor

Douglas P. Cole, PE, Senior Director of Engineering

DATE: _____

DATE: 11/4/2025

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the ROTTERDAM SENIOR CITIZENS CENTER 2369 HAMBURG STREET, ROTTERDAM, NY 12303 on Wednesday, March 13, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 133.24

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PRIME AE FOR
PROFESSIONAL ENGINEERING SERVICES RELATED TO ROTTERDAM WATER
DISTRICT NO. 5 LEAD SERVICE LINE INVENTORY ASSISTANCE**

**THEREFORE, UPON MOTION OF Councilmember DODSON, seconded by
Councilmember GALLUCCI,
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 Prime AE, located at 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, to provide Professional Engineering Services related to Rotterdam Water District No. 5 Lead Service Line Inventory Assistance, in the amount not to exceed one hundred seventy-five thousand, five hundred and 00/100 (\$175,500.00) dollars.

SECTION 2. This resolution shall become effective on March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, 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 March 13, 2024, 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 March 15, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



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: March 6, 2024

TO: Mollie Collins, Town Supervisor

FROM: Charles Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Proposal for Engineering Services-WD 5 Lead Service Line Inventory Assistance

TOWN BOARD MEETING: March 13, 2024

Background Information: Water Districts No. 5 is served by an extensive water distribution system that consists of water mains, valves, hydrants, and water services of various age and materials. The Town must comply with the EPA Lead and Copper Rule (LCR) to protect public health and reduce exposure to lead and copper in drinking water. EPA has mandated that a comprehensive material inventory be completed by October 16, 2024..

Evaluation/Analysis: Prime AE is familiar with the Town's water systems and is currently performing a comparable inventory for the Rotterdam Junction water system.

Recommendation(s): Authorize the Supervisor to negotiate and execute an agreement with Prime AE for professional engineering services relating to Rotterdam WD#5 Lead Service Line Inventory Assistance

Attachment/Document(s): Prime AE agreement dated February 16, 2024.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Albany Office
100 Great Oaks Boulevard, Suite 114, Albany, NY 12203
P: 1.833.723.4768

February 16, 2024

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
Rotterdam WD#5 Lead Service Line Inventory Assistance
Proposal for Engineering Services

Dear Mrs. Collins:

KB Group of NY, Inc. dba PRIME AE Group of NY (PRIME AE) is pleased to present this proposal for professional engineering services related to assisting the Town with compliance with the EPA Lead and Copper Rule (LCR) to protect public health and reduce exposure to lead and copper in drinking water. The most common sources of lead in drinking water are from lead service lines and the solder in brass or bronze faucets and fixtures. **As such, the EPA has mandated that a comprehensive service material inventory be completed by October 16, 2024.** A more detailed description of the Engineering Assistance components are as follows:

A. Base Services

We envision the Lead Service Line Inventory Assistance consisting of the following elements through October of 2024:

1. PRIME AE will review existing Town water system mapping, the Town Water Rules and Regulations, user list all as provided by the Town.
2. PRIME AE will utilize Town records of building construction dates to compare with lead material ban dates to help reduce the number of properties that need to complete a questionnaire/survey.
3. PRIME AE will provide program coordination for a period of eight (8) months.
4. PRIME AE will assist the Town in developing a plan to inventory the service lines throughout the Town's WD#5, following EPA & NYSDOH guidelines. Some elements of the plan are as follows:
 - a. Determine the elements to include in the inventory.
 - b. Determine the approach for developing the inventory and procedures for collecting information.
 - c. Review of historical records (Town personnel).
 - d. Identify service line investigation methods.
 - e. Provide recommendations for classifying service line materials, planning investigations and setting up the inventory format.
 - f. Discuss ways to provide public accessibility to the information collected.
5. PRIME AE will use an online survey to collect owner service line information. PRIME AE will coordinate the launch of the survey along with data collection and data curation of the survey results. For those residents who respond by paper copies, PRIME AE will input a limited number of paper copies of the survey into the inventory (40 hours included in the budget).



6. PRIME AE will provide field confirmation services of up to 5% of the interior water service pipe types for properties that do not respond to the survey (600 hours in budget). Town to coordinate our access.
7. PRIME AE will assist the Town in populating the NYSDOH template LSL Inventory list based on the information collected for the System Side and Owner Side.
8. PRIME AE will assist the Town in the final assembly of the final LSL Inventory package & letter report to be submitted to NYSDOH/EPA.
9. PRIME AE will draft a Preliminary Engineering Report or Lead Service Line Replacement Plan.
10. PRIME AE will research and advise on funding options available for the inventory and replacement of lead service lines.
11. PRIME AE will conduct two informational meetings at Town Hall to inform the board and general public about the EPA Lead and Copper Rule (LCR) and Lead Service Line Replacement (LSLR) Program requirements. These two informational meetings will include a presentation of the guidelines for the residents on how to complete the resident online survey (used to collect the Owner Side service line details).

B. Fee

For the services described in this proposal, PRIME proposes to complete the work for a lump sum fee total amount of **\$175,500.00**, billed monthly on a percent complete basis.

The recently announced Bipartisan Infrastructure Law (BIL) provides for funding of Lead Service Line Inventories and Lead Service Line Replacements through the Drinking Water State Revolving Fund (DWSRF). Projects that do not meet the States Disadvantaged Community (DAC) eligibility criteria are eligible for BIL-LSLR interest-free financing only (no grant). As noted above, PRIME AE will assist with the funding application to cover a portion of the Inventory costs, however, there is no guarantee the Town will be selected.

C. Exceptions and Limitations

- a. Limited existing records search and field work (600 hours) is included in this proposal for field verification of owner side service line.
- b. Limited number of paper survey response entry is included in the fee (40 hours).
- c. This fee does not include field verification of system side service lines.
- d. Lead Service Line Inventory (LSLI) funding application preparation assistance is not included in this proposal, but can be provided as an amendment.
- e. Lead Service Line Replacement (LSLR) funding application preparation assistance is not included in this proposal, but can be provided as an amendment, once the Town selects the option or options to proceed with after the LSL Inventory is complete.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our



standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

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

F. Terms & Conditions

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

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

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

Jeffrey D. Trzeciak, P.E.
Senior Project Manager II

cc: Jack Dodson, Deputy Supervisor

Enclosure: Standard Terms & Conditions



AGREED TO BY TOWN OF ROTTERDAM:

Mollie A. Collins
Mollie Collins, Supervisor

DATE: 3/15/2024

AGREED TO BY KB GROUP OF NY, INC.
DBA PRIME AE GROUP OF NY:

Jeffrey D. Trzeciak, P.E. - Senior Project
Manager II

DATE: 2/16/2024



Standard Terms & Conditions

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

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

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

4. Modification. This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these ST&C and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these ST&C shall govern.

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

6. Insurance. PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to provide at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Professional Liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish insurance

certificates to Client reflecting PRIME AE's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.

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

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

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

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

personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

11. Mutual Waiver of Consequential Damages.

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

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

samples, and other data which PRIME AE's proposal and scope of services require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of construction, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction. If DSDC is not included in the proposal, and the Client requests DSDC from PRIME AE, PRIME AE shall be entitled to additional compensation at its standard rates and fees.

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

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

15. Opinion of Probable Costs. When required as part of its scope of services outlined in its proposal, PRIME AE will furnish opinions of probable cost, but does not



Standard Terms & Conditions

guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment in accordance with the Standard of Care. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

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

17. Dispute Resolution. If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding

mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

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

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

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

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

22. Assignment. No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.

RESOLUTION NO. 349.25

**TO NEGOTIATE AND EXECUTE CHANGE ORDER NO. 1 AND WORK CHANGE
DIRECTIVE NO. 1 TO AN EXISTING AGREEMENT WITH BIRDSALL
EXCAVATION AND CONSTRUCTION, LLC FOR THE WATER DISTRICT NO. 5
WATER SYSTEM IMPROVEMENTS – CONTRACT NO. 2 – VALVE & HYDRANT
REPLACEMENT PROJECT**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Change Order No. 1 to an existing agreement with Birdsall Excavation and Construction LLC, located at 15 Tower Lane, Clarksville, New York 12041, for a no cost contract time increase of 161 days, for a new Substantial Completion date of June 30th 2026 and a Final Completion date of July 30th 2026.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Work Change Directive No. 1 to an existing agreement with Birdsall Excavation and Construction LLC, located at 15 Tower Lane, Clarksville, New York 12041, for the rework of three (3) EA 20” Gate Valves to change handing to open right, for an contract increase not to exceed four thousand three hundred twenty five and 00/100 (\$4,325.00) dollars, for a new total contract amount not to exceed one million twenty one thousand seventy one and 00/100 (\$1,021,071.00) dollars.

SECTION 3. This resolution shall become effective November 12, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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: November 5, 2025

TO: Mollie Collins, Town Supervisor

FROM: Lisa Gallo, DPW Coordinator

TITLE OF REQUEST: Change Order #1 and Work Change Directive #1
Water System Improvements-WD5 Contract No. 2-
Valve & Hydrant Replacement.

TOWN BOARD MEETING: November 12, 2025

Background Information: Birdsall Excavation and Construction, LLC was hired to replace the hydrants and valves for the Town of Rotterdam.

Evaluation/Analysis: Birdsall is asking to extend the contract times by 161 days at no increase in payment. Also, Three (3) 20" Gate valves need to be reworked to open right in lieu of opening left at an increase of Four Thousand Three Hundred Twenty Five and 00 (\$4,325.00)

Recommendation(s): Authorize increase in payment to Birdsall Excavation and Construction, LLC in an amount not to exceed \$4,325.00. Also authorize the extension of 161 days to complete the hydrants and valves change.

Attachment/Document(s): Change Order #1, Work Change Directive #1

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

CHANGE ORDER

Change Order No. 1

Date of Issuance:	10/28/2025	Effective Date:	10/28/2025
Owner:	Town of Rotterdam	Owner's Contract No.:	2
Contractor:	Birdsall Excavation & Construction LLC	Contractor's Project No.:	
Engineer:	Barton and Loguidice, D.P.C.	Engineer's Project No.:	904.043.002
Project:	Water District No. 5 Water System Improvements	Contract Name:	Valve & Hydrant Replacement

The Contract is modified as follows upon execution of this Change Order:

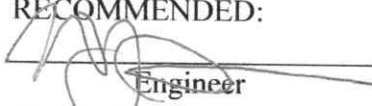
Description:

*Time extension for Contract No.2:
Substantial Completion June 30th, 2026
Final Completion July 30th, 2026*

Attachments:

Extension Letter

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 1,016,746.00	Original Contract Times: Substantial Completion: <u>January 20th, 2026</u> Ready for Final Payment: <u>February 19th, 2026</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ 0	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order: \$ 1,016,746.00	Contract Times prior to this Change Order: Substantial Completion: <u>January 20th, 2026</u> Ready for Final Payment: <u>February 19th, 2026</u>
[Increase] [Decrease] of this Change Order: \$ 0	Increase of this Change Order: Substantial Completion: <u>161 days</u> Ready for Final Payment: <u>161 days</u>
Contract Price incorporating this Change Order: \$ 1,016,746.00	Contract Times with all approved Change Orders: Substantial Completion: <u>June 30th, 2026</u> Ready for Final Payment: <u>July 30th, 2026</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:		By:		By:	
Title:	Senior Staff Engineer	Title:	Owner (Authorized)	Title:	Contractor (Authorized)
Date:	October 28, 2025	Date:		Date:	PRESIDENT 10/30/25



Birdsall Excavation and
Construction LLC

15 Tower lane,
Clarksville, NY 12041
T: 518-269-0690

10/2/25

To Whom it may concern,

Due to the late award of Contract No.2-Valve and Hydrant replacement project, the NYS DOT right of way seasonal restrictions, and the need to apply for a BABA certification waiver due to the lack of availability of BABBA compliant 20" insertion valves, Birdsall Excavation and Construction LLC is requesting that the contract time allowance be split between the 2025 and 2026 season. We would like to use 47 days in the 2025 season from 9/22/25 to 11/7/25 and the remaining 73 days in the 2026 season tentatively beginning 4/1/26 with the actual start of this period in the 2026 season being weather dependent.

Thank you,

Jeffrey Birdsall

Work Change Directive

1

Date of Issuance: 11/3/2025 (Rev)

Effective Date: 10/28/2025

Owner: Town of Rotterdam

Owner's Contract No.: 2

Contractor: Birdsall Excavation & Construction LLC

Contractor's Project No.:

Engineer: Barton and Loguidice, D.P.C.

Engineer's Project No.: 904.043.002

Project: Water District No. 5 Water System
Improvements

Contract Name: Valve & Hydrant Replacement

Contractor is directed to proceed promptly with the following change(s):

Description: Rework of (3) EA 20" Gate Valves to change handing to Open RIGHT.

Attachments: Correspondence with EJP & Birdsall (October 2025)

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 4,325.00

Increase

Contract Time 0 days

Basis of estimated change in Contract Price:

☐ Lump Sum

☐ Unit Price

☒ Cost of the Work

☐ Other

RECOMMENDED:

By:

Engineer (Authorized Signature)

Title: Sr. Staff Engineer

Date: 11/3/2025

By:

AUTHORIZED BY:

Owner (Authorized Signature)

Title:

Date:

RECEIVED:

By:

Contractor (Authorized Signature)

Title: PRESIDENT

Date: 11/4/25

Approved by Funding Agency (if applicable)

By:

Title:

Date:

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 267.25

TO ACCEPT AND AWARD BID FOR WATER DISTRICT NO. 5 WATER SYSTEM IMPROVEMENTS – CONTRACT NO. 2 – VALVE & HYDRANT REPLACEMENT TO BIRDSALL EXCAVATION AND CONSTRUCTION, LLC

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

WATER DISTRICT NO. 5 WATER SYSTEM IMPROVEMENTS – CONTRACT NO. 2 – VALVE & HYDRANT REPLACEMENT

THEREFORE, UPON MOTION OF Supervisor **COLLINS**, seconded by Councilmember **DODSON**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the Water District No. 5 Water System Improvements – Contract No. 2 – Valve & Hydrant Replacement, to Birdsall Excavation and Construction LLC, located at 15 Tower Lane, Clarksville, New York 12041, at the mutual consent of both the Town and Birdsall Excavation and Construction LLC, with a bid amount not to exceed, one million, sixteen thousand, seven hundred forty six and 00/100 (\$1,016,746.00) dollars.

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

SECTION 3. This resolution shall become effective August 13, 2025.



DATED: August 13, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, 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 August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



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: 7/31/2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Accept bid and award contract for Rotterdam Water System Improvements – WD5 Contract No. 2 – Valve & Hydrant Replacement to Birdsall Excavation and Construction, LLC pursuant to recommendation and award letter provided by Barton and Loguidice, dated 7/18/2025.

TOWN BOARD MEETING: 8/13/2025

Background Information: The Town of Rotterdam has approved valve and hydrant replacement within the Water District #5 Improvements capital project.

Evaluation/Analysis: The Town of Rotterdam has gone through the appropriate bidding process and the attached documentation from the engineering consultant recommends award to the lowest responsible bidder.

Recommendation(s): Accept the bid for Contract No. 2 – Valve and Hydrant Replacement to Birdsall Excavation and Construction, LLC.

Attachment/Document(s): Recommendation to award letter for Contract No. 2 – Valve and Hydrant Replacement

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

BIRDSALL EXCAVATION

Town of Rotterdam
Request for Bids

Water District No. 5 Water System
Improvements –
Contract No. 2 – Valve & Hydrant
Replacement

Bid Opening:
June 26, 2025, 2pm
@ Rotterdam Town Hall.

TOWN OF ROTTERDAM

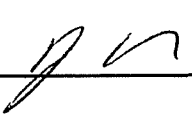
BID FORM

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

Water District No. 5 Water System Improvements -

Contract No. 2 – Valve & Hydrant Replacement

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



Signature

Birdsall Excavation and Construction, LLC
Name of Company or Corporation

15 Tower Lane
Address

Clarksville	NY	12041
<i>City</i>	<i>State</i>	<i>Zip</i>

Jeff@BirdsallExcavation.com
Email

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

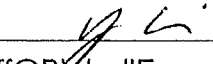
If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

NON-COLLUSION BIDDING CERTIFICATION

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

Name of Firm: Birdsall Excavation and Construction, LLC

Signed by: Jeffrey Birdsall Title: Managing Member

Signature:  Date: 6/25/25

Email: Jeff@BirdsallExcavation.com

**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, JEFFREY BIRDALL hereby sign and submit this bid or proposal for CONTRACT #2, VALVE + HYDRAULIC REPAIRS 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]
Signature of Individual

6/25/25
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: BIRDALL EXCAVATION

Signed by: JEFFREY BIRDALL Title: MANAGER MEMBER

Signature: [Signature] Date: 6/25/25

Addendum No. 1
SECTION 00 41 16.01

BID FORM - GENERAL

**WATER DISTRICT NO. 5 WATER SYSTEM IMPROVEMENTS
DWSRF PROJECT NUMBER 19259
CONTRACT NO. 2 – VALVE & HYDRANT REPLACEMENT**

SUBMITTED BY:

Birdsall Excavation and Construction, LLC

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town Clerk
Town of Rotterdam
110 Sunrise Boulevard
Rotterdam, New York 12306

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
#1	June 20, 2025

06.25
904.043.002

BID FORM - GENERAL
00 41 16.01-1

Addendum No. 1

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

CONTRACT NO. 2 – BASE BID ITEMS

Item	Description	Quantity	Unit	Unit Price	Extension
2.1	Mobilization/Demobilization	1	LS	10,000	10,000
2.2	Work Zone Traffic Control	1	LS	10,000	10,000
2.3	Clearing	1	LS	2,000	2,000
2.4	Furnish and Install Erosion and Sediment Control	1	LS	5,000.00	5,000.00
2.5	Furnish and Install Replacement Hydrant Assembly for Fire District No. 2	9	EA	15,261.00	137,349.00
2.6	Furnish and Install Replacement Hydrant Assembly for Fire District Nos. 3 & 6	7	EA	15,270.00	106,890.00
2.7	Furnish and Install 6" DI Hydrant Lateral Water Pipe	160	LF	190.00	30,400.00
2.8	Furnish and Install Insertion Valve with Valve Box	2	EA	75,850.00	151,700
2.9	Furnish and Install Valve Replacement 1	1	LS	51,713.00	51,713.00

BID FORM - GENERAL
00 41 16.01-4

06.25
904.043.002
August 13, 2025
Page 92

Addendum No. 1

2.10	Furnish and Install Valve Replacement 2	1	LS	26,371.00	26,371.00
2.11	Furnish and Install Valve Replacement 3	1	LS	49,949.00	49,949.00
2.12	Furnish and Install Valve Replacement 4	1	LS	58,292.00	58,292.00
2.13	Furnish and Install Valve Replacement 5	1	LS	60,006.00	60,006.00
2.14	Furnish and Install Valve Replacement 6	1	LS	26,369.00	26,369.00
2.15	Furnish and Install Valve Replacement 7	1	LS	36,776.00	36,776.00
2.16	Furnish and Install Valve Replacement 8	1	LS	40,630.00	40,630.00
2.17	Furnish and Install Valve Replacement 9	1	LS	24,181.00	24,181.00
2.18	Concrete Encasement for Water Mains	20	CY	400	6,400.00
2.19	Disconnection, Removal, and Reconnection of Asbestos-Cement Pipe (ACP)	3	EA	5,000.00	15,000.00
2.20	Overexcavation	30	CY	110.00	3,300.00
2.21	Final Restoration	150	SY	70	10,500
2.22	Contingency Allowance	1	LS	\$50,000	\$50,000

06.25

904.043.002

BID FORM - GENERAL

00 41 16.01-5

August 13, 2025

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Addendum No. 1

2.23	Temporary 6-inch Line Stop	1	EA	17,184.00	17,184.00
2.24	Temporary 8-inch Line Stop	1	EA	19,075.00	19,075.00
2.25	Temporary 16-inch Line Stop	1	EA	30,879.00	30,879.00
2.26	Temporary 20-inch Line Stop	1	EA	36,782.00	36,782.00
Bidder's Total Base Bid					1,016,746.00

5.02 Items additive to the Base Bid shall be represented in figures thus: \$1,234.00.

5.03 Items deductive to the Base Bid shall be represented in figures thus: (\$1,234.00).

BID FORM - GENERAL
00 41 16.01-6

06.25
904.043.002
August 13, 2025
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ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Birdsall Excavation and Construction, LLC

By:

[Signature]

[Printed name]

Jeffrey Birdsall

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Chelsie Birdsall

Title:

Office Manager

Submittal Date:

6/25/25

Address for giving notices:

15 Tower Lane, Clarksville, NY 12041

Telephone Number:

518-269-0690

Fax Number:

Contact Name and E-mail Address:

Jeffrey Birdsall

Jeff@BirdsallExcavation.com

Bidder's Federal
Employer Identification
Number (FEIN)

87-3735251

(For NYS Department of Labor reporting of Successful Bidder only)

SECTION 00 43 13

BID BOND

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

BIDDER (Name and Address):

Birdsall Excavation and Construction LLC
15 Tower Lane Clarksville, NY 12041

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

RLI Insurance Company
9025 N. Lindbergh Drive, Peoria, IL 61615

OWNER (Name and Address):

Town of Rotterdam
1100 Sunrise Blvd
Rotterdam NY, 12306

BID

Bid Due Date: 06/26/2025

Description (Project Name— Include Location): Town of Rotterdam water system improvements - contract no. 2

BOND

Bond Number: n/a

Date: 06/26/2025

Penal sum Five percent of contract amount \$ 5%

(Words)

(Figures)

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

BIDDER

SURETY

Birdsall Excavation and Construction LLC (Seal)

RLI Insurance Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

Jeff Birdsall

Print Name

Managing Member

Title

Attest:

Signature

Title Office Manager

By:

Signature (Attach Power of Attorney)

Gary A Cardinale

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Joseph Cardinale

Title Witness

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

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

05.25

904.043.002

BID BOND

00 43 13-1

August 13, 2025

November 12, 2025

Page 80

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF _____)
COUNTY OF _____) SS.:

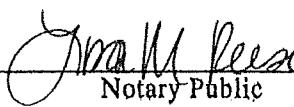
On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
COUNTY OF Erie) SS.:

On the 26th day of June in the year 2025, before me, the undersigned, personally appeared Gary A. Cardinale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LISA M REESE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE0014975
Qualified in Erie County
Commission Expires October 26, 2027



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rllicorp.com
RLISURETY.COM

RLI Insurance Company

December 31, 2024

Admitted Assets

Investments:	
Fixed maturities	\$ 1,623,131,091
Equity securities	1,673,246,978
Short-term investments	0
Real estate	23,610,523
Properties held to produce income	0
Cash and cash equivalents	100,053,303
Other invested assets	47,767,817
Receivables for securities	275,318
Agents' balances	102,566,673
Investment income due and accrued	13,698,890
Funds held	0
Reinsurance recoverable on paid losses	16,390,360
Federal income taxes receivable	2,852,054
Net deferred tax asset	4,498,328
Guarantee funds receivable or on deposit	162,638
Electronic data processing equipment, net of depreciation	1,319,432
Receivable from affiliates	2,988
Other admitted assets	10,471,819
Total Admitted Assets	<u>\$ 3,620,048,212</u>

State of Ohio

County of Cuyahoga

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 1,043,034,784
Unearned premiums	452,867,189
Accrued expenses	135,095,230
Funds held	580,443
Advance premiums	27,473,420
Amounts withheld	64,224,218
Remittances and items not allocated	3,310,530
Dividends declared and unpaid	20,141
Ceded reinsurance premium payable	28,179,079
Payable for securities	7,894,282
Statutory penalties	367,343
Current federal and foreign income taxes	0
Net deferred tax liability	0
Borrowed money and accrued interest	50,191,167
Drafts outstanding	0
Payable to affiliate	17,707,813
Other liabilities	1,780,541
Total Liabilities	<u>\$ 1,832,736,190</u>
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	1,534,860,563
Total Surplus	<u>\$ 1,787,312,022</u>
Total Liabilities and Surplus	<u>\$ 3,620,048,212</u>

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of NEW YORK and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2024.

Attest:



{ Corporate Seal Affixed }

Craig Kilethermes President
Olga S. Happel Assistant Secretary

Sworn to before me this 3rd day of March, 2025.



JILL A. SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

{ Notarial Seal Affixed }

Jill A. Scott Notary Public, State of Ohio

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Gary A. Cardinale, Joseph V. Cardinale, Salvatore Cardinale, jointly or severally

in the City of Buffalo, State of New York its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of September, 2023.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis

Barton W. Davis

Vice President

State of Illinois
County of Peoria

} SS

CERTIFICATE

On this 13th day of September, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 26th day of June, 2025.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick

Jeffrey D. Fick

Corporate Secretary

By: Catherine D. Geiger
Catherine D. Geiger

Notary Public



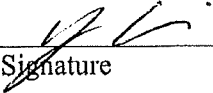
SECTION 00 45 34

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that Bidder has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every Bidder submitting a Bid in response to this Advertisement for Bid must certify and affirm the following under penalties of perjury:
 - a) "By submission of this bid, the Bidder and each person signing on behalf of the Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that Bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any Bidder that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any Bidder who cannot make the certification, on a case-by-case basis under the following circumstances:

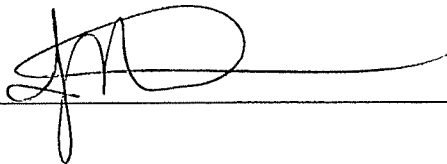
- a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the Bidder is offered. Such determination shall be made by the Owner in writing and shall be a public document.

 _____ Signature Birdsall Excavation and Construction, LLC _____ Company Name	Managing Member _____ Title 6/25/25 _____ Date
---	---

State of New York)
) SS:
 County of Albany)

On this 25th day of June, 2025, before me personally came and appeared Jeffrey Birdsall to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

JILLISA MOREHOUSE
 Notary Public, State of New York
 Qualified in Albany County
 License No: 01MC0007722
 Commission Expires May 16, 2027



END OF SECTION

SECTION 00 45 45

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

- A. Bidder hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).
1. Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.
 2. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.
- B. Qualifications for an exemption under this law will be the responsibility of the Bidder to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the Bidder acknowledges that proof of qualifications for exemption are the Bidder's responsibility to meet with the approval of the state.
- C. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:
1. "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with New York State Finance Law Section 165".

FIRM: Birdsall Excavation and Construction, LLC

By: Jeffrey Birdsall

Title: Managing Member

(CORPORATE SEAL IF ANY)

STATE OF New York)
) SS:
COUNTY OF Albany)

JILLISA MOREHOUSE
Notary Public, State of New York
Qualified in Albany County
License No: 01MO0007722
Commission Expires May 16, 2027

On this 25th day of June, 2025, before me personally
came and appeared Jeffrey Birdsell to me known and
known to me to be the person described in and who executed the foregoing instrument and
acknowledged that he executed the same.

END OF SECTION

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION 05.25
00 45 45-2 904.043.002

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality: <u>Roseton</u>		County: <u>Schenectady</u>	
Project No.: <u>19259</u>	Contract ID:	Registration No. (NYC only):	
Minority Business Officer: <u>Peter Comenzo</u>	Email: <u>pcomenzo@rosetonny.org</u>	Phone #: <u>518-355-7575</u>	
Address of MBO: <u>1100 Sunrise Blvd., Schenectady, NY 12306</u>			
Electronic Signature of MBO: ☒ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date: <u>8/19/25</u>

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
Firm Name: <u>Birdsall Excavation and Construction LLC</u>		Contract Type: ☒ Construction ☐ Other Services	
Is the Prime Firm certified as a DBE? ☐ Yes ☒ No If yes, please include Prime information in Section 3.			
Address: <u>15 Tower lane clarksville NY 12041</u>		Phone #: <u>518-269-0690</u>	Fed. Employer ID #: <u>87-3735251</u>
Description of Work: <u>Replacement of valves and hydrants</u>		Email: <u>Jeff@birdsallexcavation.com</u>	
Award Date:	Start Date:	Completion Date:	PROPOSED DBE Participation
Total Contract Amount: \$ <u>1,116,746.00</u>		DBE Fair Share Objective	
DBE Eligible Contract Amount: \$ <u>1,016,746.00</u> (DBE Fair Share Objectives are applied to this amount and includes all change orders, amendments, & specialty waivers)		Total: 20% \$ <u>203,350</u>	Total: 21 % \$ <u>210,000</u>
If fair share objectives are not met, documentation must be attached: ☐ No Participation ☐ Short of the DBE Fair Share Objective			
☐ Specialty Equipment/Services: must be of SIGNIFICANT cost – attach list of cost and type of equipment and good faith effort documentation			

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION			
This Submittal is: ☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #:			
DBE Subcontractor Information		Contract Amount	For EFC Use:
Business Name: Northside Supplies	Fed. Employer ID#:	170,000	
Address: 67 Fallkill Ave, Poughkeepsie, NY	Phone #: 845-454-3731		
Scope of Work: Material supply	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____			
		WBE	
Business Name: WPNT Construction INC	Fed. Employer ID#: 27-0165294	40,000	
Address: 289 Maple Ave Selkirk NY	Phone #: 518-635-1086		
Scope of Work: Trucking/agg supply	Email: layla@wpntconstruction.com		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____			
		MBE	
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____			

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION continued			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 4: GOOD FAITH EFFORT DOCUMENTATION

Utilization Plans that do not meet the Fair Share Objective must be accompanied by the documentation requested in numbers 1 – 7, as listed below. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in number 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in number 13, as listed below. Please contact the MBO and/or EFC for assistance or to request sample documentation.

Provide the following:

1. A letter of explanation detailing the scope of work, DBE search results, and results of good faith efforts that were made.
2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents.
3. Screenshots of search results (using commodity codes) from DBE Directories of all certified DBEs that were solicited for purposes of complying with your DBE fair share objective. Each search should be saved as an individual file.
4. A log of solicitation results, consisting of the list of DBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians). The log should show that each firm was contacted twice by two different methods (e.g., email and phone); who was spoken to; what was said; and the final outcome of the solicitation.
5. List of the general circulation, trade association, and DBE oriented publications and dates of publication soliciting for certified DBE participation as a subcontractor/supplier and copies of such solicitations.
6. Description of the negotiations between the contractor and certified DBEs for the purposes of complying with the DBE goals of this contract.
7. Any other information deemed relevant to the request.

EFC and the MBO reserve the right to request additional information and/or documentation.

Documentation for Requests for Specialty Equipment Exclusions:

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no DBE firms could be utilized to provide the equipment.
9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
11. Screenshots of DBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
12. An invoice or executed purchase order showing the value of the equipment.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

Documentation for Requests for Specialty Service Exclusions:

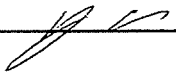
13. A letter of explanation containing information about the scope of work and why no DBE firms could be subcontracted to provide that service.

SIGNATURE

Electronic Signature of Contractor: ☒ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all DBE subcontractors will participate in subcontracts in accordance with the requirements of 40 CFR Part 33.

Date: 6/25/25

Name (Please Type):





**Environmental
Facilities Corporation**

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.:

Recipient:

Project Description:

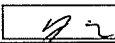
Town of Rotterdam

Contract #2 valve and hydrant replacement

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: 
Name: Jeffrey Birdsall
Title: Managing Member
Company Name: Birdsall Excavation and Construction LLC
Date: 6/25/2025
Contract ID: 2

Lobbying Certification

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Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: Contract #2 valve and hydrant replacement
Contractor's Name: Birdsall Excavation and Construction LLC
Contract ID: 2
SRF Project No.: _____
SRF Recipient Name: TOWN OF ROTTERDAM

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Jeffrey Birdsall

Title:

Managing Member

Date:

6/25/2025

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Environmental Facilities Corporation

BABA CONTRACTOR CERTIFICATION
FOR EQUIVALENCY CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: Contract #2 valve and hydrant replacement
Contractor's Name: Birdsall Excavation and Construction LLC
Contract ID: 2
SRF Project No.:
SRF Recipient Name: Town of Rotterdam

I certify that all iron and steel, manufactured products and construction materials permanently incorporated into the project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and Pub. L. No. 117-58 and any regulations promulgated thereunder. I will develop and maintain the necessary documentation to demonstrate that the applicable products permanently incorporated into the project were produced in the United States and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Jeffrey Birdsall

Title:

Managing Member

Date:

6/25/25

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BID FOR WATER DISTRICT NO. 5 WATER SYSTEM IMPROVEMENTS- CONTRACT NO. 2- VALVE AND HYDRANT REPLACEMENT

BID FOR: Water District No. 5 Water System Improvements- Contract No. 2- Valve & Hydrant Replacement
 DATE OF TB MTG. & RESOLUTION #: 5/28/2025 Res #201.25
 DATE BID PACKETS BECOME AVAILABLE: 5/29/2025

DATE PUBLISHED IN NEWSPAPER: 5/30/2025
 DATE & TIME BIDS TO BE OPENED: 6/26/2025 @2:00pm

# Rec	Dropped off & Time Received @TC Office	Initial	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	6/26/25 @ 8:19am	KC	Anjo Construction Ltd johnjr@anjoconst.com	794 Watervliet Shaker Road Latham, NY 12110	Ron Moore	(518)785-5546		\$1,447,724.00	
2	6/26/25 @12:55pm	DM	American Evergreen Inc americanevergreeninc@ya hoo.com	3 Agway Drive Rensselaer, NY 12144	Scott Cronin	(518)326-9202		\$1,331,580.00	
3	6/26/25 @1:47pm	GB	Birdsall Excavation Jeff@jwbirdsall.com	15 Tower Lane Clarksville, NY 12041	Jeff Birdsall	(518)269-0690		\$1,016,746.00	
	No Bidnet								

RESOLUTION NO. 350.25

CALL FOR BIDS FOR ROTTERDAM POLICE UNIFORMS AND EQUIPMENT

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 Rotterdam Police Uniforms and Equipment.

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 **Monday December 1, 2025, at 10:00 A.M.**, will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ROTTERDAM POLICE UNIFORMS AND EQUIPMENT

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

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:00 A.M., MONDAY DECEMBER 1, 2025**

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
DIANE M. MARCO, TOWN CLERK**

DATED: November 12, 2025

BidNet: Please publish on November 14, 2025

Daily Gazette: Please publish once on November 14, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective November 12, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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: November 6, 2025

TO: Rotterdam Town Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Standardized Uniforms and Equipment

TOWN BOARD MEETING: November 12, 2025

Background Information: The Town of Rotterdam Police Department is requesting the issuance of a notice for RFP for standardized police uniforms and equipment for the years 2026 and 2027.

Evaluation/Analysis: The current two (2) year bid award will expire on December 31, 2025 therefore requiring the notice for RFP.

Recommendation(s): Issue the notice for RFP with a bid publication date of November 17, 2025 and a bid opening date of December 1, 2025 at 10:00am.

Attachment/Document(s): Bid form with bidding instructions is attached.

Compliance with Purchasing Policy: The purchasing policy has been reviewed and the bid package is in compliance.

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

LEGISLATION WILL BE PREPARED BY: Rotterdam Police Department



Town of Rotterdam

Request for Bids:

ROTTERDAM POLICE UNIFORMS AND EQUIPMENT

Bid Opening:

Monday, December 1, 2025

@ 10:00 a.m.

Rotterdam Town Hall

TOWN OF ROTTERDAM

BID FORM

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

ROTTERDAM POLICE UNIFORMS AND EQUIPMENT

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

Signature

Name of Company or Corporation

Address

City

State

Zip

Email

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

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

Town of Rotterdam

Bid Form

Police Uniforms and Equipment

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

WE THE UNDERSIGNED hereby offer to sell to the Town of Rotterdam, standardized uniforms and equipment for Police Department use. Names of brands and model numbers that are presently used by the Rotterdam Police Department are given in the specifications only as a reference and it is not meant to limit the bid to that brand and/or model number. The equipment shall not be limited to these specifications if your standard equipment exceeds such specifications. Further, all standard or necessary equipment not specified or stipulated will be included. All bids must be per item, EACH.

If prices are lower when items are purchased in certain quantities, Bidders should indicate that and show prices for different quantities.

EXAMPLE: Single Price \$ _____ /EACH
2 - 6 items \$ _____ /EACH
6 - 12 items \$ _____ /EACH

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	Cost	QTY.	TOTAL
PANTS	CLASS A	BLACK				
PANTS	BDU	BLACK				
SHIRT- SHORT SLEEVE	CLASS A	BLACK				
SHIRT - LONG SLEEVE	CLASS A	BLACK				
HAT - 8 POINT	PATROL OFFICER	BLACK				
HAT - 8 POINT	SERGEANT	BLACK				
HAT - ROUNDED	LIEUTENANT	BLACK				
HAT - ROUNDED	CHIEF/DEP CHIEF	BLACK				
COAT-DRESS(BLOUSE)	CLASS A	BLACK				
COAT	WINDBREAKER	AS SPECIFIED				
COAT	WINTER	AS SPECIFIED				
COAT	RAIN - FULL	HIVIS/BK				
COAT	RAIN - ¾ LENGTH	HIVIS/BK				
SWEATER	COMMANDO	AS SPECIFIED				
SWEATER	CARDIGAN	AS SPECIFIED				
SOCKS	REGULAR LENGTH	AS SPECIFIED				
SOCKS	EXEC. LENGTH	AS SPECIFIED				
TIES	WOVEN CLIP ON	AS SPECIFIED				
GLOVES	BLACK KNIT					
GLOVES	LEATHER					
GLOVES						
SERVING SINCE		AS SPECIFIED				
NAME PLATE		AS SPECIFIED				

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	COST	QTY.	TOTAL
BADGE	BREAST OR WALLET	PTL, SGT.				
BADGE	BREAST OR WALLET	LIEUTENANT				
BADGE	BREAST OR WALLET	CHIEF/DEPUTY CHIEF				
BADGE	HAT	SILVER OR GOLD				
COLLAR BRASS	RPD/CEO/DISP	SILVER				
COLLAR BRASS	CADUCEUS	SILVER				
COLLAR BRASS	SGT. CHEVRON	SILVER				
COLLAR BRASS	LT. BAR	GOLD – COAT SIZE				
COLLAR BRASS	LT. BAR	GOLD – SHIRT SIZE				
TIE BAR		AS SPECIFIED				
HOLSTER	DUTY					
BELT	SAM BROWNE	BLACK				
BELT	GARRISON	BLACK				
DUTY HOLSTER	GLOCK MOD 17	BLACK TRIPLE RETENTION				
HANDCUFF CASE	CLOSED	BLACK				
HANDCUFF CASE	OPEN	BLACK				
MACE HOLDER		BLACK				
MAG. HOLDER	DOUBLE	BLACK				
BELT KEEPERS		BLACK				
NIGHTSTICK RING		BLACK				
GLOVE CARRIER	DISPOSABLE	BLACK				
BATON HOLDER		BLACK				
HANDCUFFS		SILVER				
NIGHTSTICK	20 INCH	PLASTIC				
BATON	COLLAPSIBLE					
BATON GRIP	SUPER					
SHOE	WORK	BLACK				
BOOT	6 INCH	BLACK				
BOOT	8 INCH	BLACK				
SHOE	SNEAKER					
BODY ARMOR	LEVEL IIIA					
BODY ARMOR	INNER SHELL					
BODY ARMOR	QUILTED OUTER SHELL					

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	COST	QTY.	TOTAL
BICYCLE SHIRT	SHORT SLEEVE	BLUE				
BICYCLE SHIRT	LONG SLEEVE	BLUE				
BICYCLE JACKET		BLUE				
BICYCLE SHORTS		DARK BLUE				
BICYCLE PANTS		DARK BLUE				
SNEAKERS		BLACK				
SOCKS	ANKLE SOCKS					
BICYCLE GLOVES						
NYLON DUTY BELT	7200					

Detailed Specifications

The specifications as listed are intended for standardized uniforms and equipment as presently used by the Rotterdam Police Department. We are requesting these bids for standardized uniforms and equipment for the years **2026 and 2027**. **Prices must be for the complete two-year period.** We are requesting each bidder to submit a bid on each item and not a total bid.

1. **PANTS**

A. SPECIFICATIONS

- General style will conform to the Class A pants presently in use by the Rotterdam Police Department.
- Colors – Black (Police Officers) pants

2. **SHIRTS**

A. SPECIFICATIONS

- General style will conform to the Class A shirts presently in use by the Rotterdam Police Department.
- Colors – Black (Police)
- All shirts must be available in male and female sizes.

3. **UNIFORM HATS**

- A. Black eight point patrol officer hat with removable summer/winter black band.
 - Black plastic strap with silver strap button
 - Black patent leather visor
- B. Black eight point sergeant hat with removable summer/winter black band.
 - Silver metal strap with silver strap buttons
 - Black patent leather visor
- C. Black Air Force Round lieutenant hat.
 - Gold metal strap with gold strap buttons
 - Black patent leather visor
- D. Black Air Force Round Chiefs and Deputy Chiefs hat.
 - Gold metal strap with gold strap buttons
 - Scramble gold leaf visor

4. **COATS**

- A. Three Quarter Length Black Class A Dress Coat (Blouse).
- B. Windbreaker – presently using Blauer 6016
- C. Bomber type Coat – presently using Blauer 6026
- D. Winter Coat – presently using Blauer 901OZ
- E. Rain Coat – Full Length – shall conform to the rain coat presently in use by the Rotterdam Police Department.
- F. Rain Coat – Three quarter length – shall conform to the rain coat presently in use by the Rotterdam Police Department.
 - Rain Coat shall have Rotterdam Police Department stenciled on back of orange side of coat.

5. **SWEATERS**
 - A. Commando Style - presently using Blauer #200.
 - B. Cardigan Style
6. **SOCKS**
 - A. Regular Length - shall conform to the black socks presently in use by the Rotterdam Police Department.
 - B. Executive Length - shall conform to the black socks presently in use by the Rotterdam Police Department.
7. **TIES**
 - A. Woven with square bottom - 100% wool
 - B. Clip-on style
 - C. Colors - as specified by purchaser.
8. **GLOVES**
 - A. Black knit with leather palms and fingers – presently using Finger Fashion
 - B. Leather – presently using Hatch NS430 and Damascus D302L
 - C. Thermax Liners – presently using Hatch TK405
9. **BADGES**
 - A. Breast Badges
 - Patrol Officer of Sergeant (gold or silver as specified by purchaser) presently using Nielsen N72
 - Investigator (gold) presently using Nielsen N123
 - Lieutenant (gold) presently using Blackington B741
 - Chief and Deputy Chief (gold) presently using Blackington B879
 - B. Hat Badges
 - Silver or gold as specified. Presently using Nielsen N68
10. **COLLAR BRASS**
 - A. R.P.D.
 - Silver
 - 3/4 inch high and 1 5/8 inches long
 - B. Sergeant Chevron
 - Silver
 - 1 inch high and 3/4 inch wide
 - C. Lieutenant Bar
 - Gold
 - Shirt and coat size
 - D. Two Stars
 - Gold
 - Shirt and coat size
 - E. Three Stars
 - Gold
 - Shirt and coat size

11. **OTHER BRASS**

- A. Name Plate – presently using R100
 - Black, blue, or brown background (as specified) with white lettering
 - Metal trim – gold or silver as specified
 - 2 inches long and 3/8 inches high
- B. Tie Bar
 - 2 3/8 inches long and 1/2 inch high
 - ROTTERDAM POLICE imprinted on bar
 - Black New York State Seal in center

12. **LEATHER**

- A. Holster – presently using Uncle Mikes Triple Retention Holster
 - to fit Glock 17, 19 and 43
- B. Sam Brown Belt – presently using Don Hume B101
- C. Garrison Belt – presently using Don Hume B111
- D. Handcuff Case – presently using Don Hume C303
- E. Handcuff Case (open) – presently using Bianchi 34
- F. Mace Holder – presently using Don Hume C311
- G. Double Magazine Holder – presently using Don Hume D407
- H. Belt Keeper – presently using Don Hume S502-1
- I. Nightstick Ring – presently using Don Hume S505
- J. Disposable Glove Carrier – presently using Don Hume C321
- K. Baton Holder – presently using Monadnock 6214

13. **HARDWARE**

- A. Handcuffs – presently using American A105
 - nickel plated
- B. Nightstick
 - 20 inch
 - Black plastic
- C. Baton – presently using Monadnock 9021
- D. Baton Super Crip – presently using Monadnock 9046

14. **SHOES**

- A. Work Shoe – presently using Bates Lite SR56
- B. Work 6 inch Boot – presently using Bates Lite 78
- C. Work 8 inch Boot – presently using Rocky Eliminator 8032 and Rocky Superstalker

8400

- D. Sneaker Shoe – presently using Rocky 911-126 and Midnight 1200

15. **BALLISTIC VEST/ BODY ARMOR**

16. **BICYCLE EQUIPMENT**

- A. Bicycle Shirt – currently using Blauer 8133/8142
 - Long and Short Sleeve
 - Blue
- B. Bicycle Jacket – currently using Blauer 4660Y
 - Two tone blue
- C. Bicycle Shorts – currently using Blauer 8842
 - Blue
- D. Bicycle Pants – currently using Blauer 8822
 - Blue
- E. Black Sneakers
- F. Ankle Socks
 - Black
- G. Bicycle Gloves

NOTE: Any questions should be submitted in writing to William Male, Deputy Chief of Police, Town of Rotterdam Police Department – wmale@rotterdamny.org

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on December 1, 2025**, 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 **10:00 a.m. December 1, 2025** 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 (if applicable).
10. Delivery(if applicable): 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: _____

Email: _____

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

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

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

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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. 351.25

**SEWER DISTRICT CONSOLIDATION
DECLARE LEAD AGENCY UNDER SEQRA DETERMINATION**

WHEREAS, the Town of Rotterdam has heretofore established the following sewer district and sewer district extensions, to wit: Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2, and the said Town on behalf of the existing sewer district and two sewer district extensions wishes to consolidate the aforementioned one sewer district and two sewer district extensions into the Town of Rotterdam Consolidated Sewer District #7, a municipal corporation existing pursuant to the Laws of the State of New York and created pursuant to the provisions of Article 17-A of the General Municipal Law of the State of New York, and;

WHEREAS, a map, plan and report has been prepared relating to the consolidation of Sewer District #7, Sewer District #7, Ext #1 and Sewer District #7, Ext. #2, in the Town of Rotterdam, County of Schenectady, State of New York (hereafter the “Town”); and

WHEREAS, such map, plan and report was prepared by LaBella Associates, competent engineers, duly licensed by the State of New York, showing the boundaries of the proposed sewer district consolidation, general plan of the sewer district consolidation, and the fees to be charged for real property located within the consolidated sewer district; and

WHEREAS, the consolidation of Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2 requires compliance with the provisions of the Environmental Conservation Law of the State of New York and regulations of the State Environmental Quality Review Act, 6 NYCRR Part 617; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town, as the only involved agency for the review of the environmental impact, if any, of the proposed consolidation of the one sewer district and two sewer district extensions, has been designated Lead Agency in a prior resolution of this Town Board.

SECTION 2. The Town Board of the Town of Rotterdam as lead agency has determined that the establishment of the consolidation of the one sewer district and two sewer district extensions as described in the map, plan and report, is a Type II Action according to 6 CRR-NY 617.5(c)(26) and (33).

SECTION 3. The Town Supervisor be authorized to sign any and all documents associated with the environmental review of the consolidation of the one aforementioned sewer district and the two aforementioned sewer district extensions pursuant to 6 NYCRR Part 617.

SECTION 4. The Supervisor of the Town of Rotterdam authorized the execution of the Short Environmental Assessment Form.

SECTION 5. Based on its examination of the SEAF, the criteria set forth in Sections 617.6 and 617.7 of the SEQRA regulations, and such further investigations as the Town Board has deemed appropriate, consent to proceed with the consolidation of Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2 will not cause a significant adverse impact on the environment, and the Town Board will not require the preparation of an environmental impact statement.

SECTION 6. This resolution shall become effective November 12, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

CERTIFICATION OF TOWN CLERK

I, **DIANE MARCO**, the undersigned Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY**:

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 12th day of November, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this ____ day of November, 2025.

Diane Marco, Town Clerk

S E A L:

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: November 6, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner *PC*

TITLE OF REQUEST: Issuance of a Negative Declaration for Sewer District #7 Consolidation

TOWN BOARD MEETING: November 12, 2025

Background Information: The proposed consolidation of Sewer District #7 and its existing extensions aims to improve administrative efficiency concerning debt retirement, operation, and maintenance, and intermunicipal fees associated with wastewater management services, including wastewater acceptance as outlined in the intermunicipal agreement between the City of Schenectady and the Town.

Evaluation/Analysis: Given its administrative nature, the proposed consolidation is not anticipated to have an adverse effect on any environmental resource within the Town.

Recommendation(s): Town Board should consider adoption of a Negative Declaration pursuant to NYCRR Part 617 – State Environmental Quality Review.

Attachment/Document(s): SEQR Environmental Assessment Form Parts 1 and 2

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			
Town of Rotterdam - Sewer District 7			
Name of Action or Project: Sewer District 7 Consolidation			
Project Location (describe, and attach a location map): Sewer District 7, Extension 1, Extension 2			
Brief Description of Proposed Action: Consolidation of Sewer District 7, Sewer District 7 - Extension 1 and Sewer District 7 - Extension 2 in the Town of Rotterdam, Schenectady County, New York. The consolidation of Sewer District 7 and its established extensions would increase administrative efficiencies regarding debt retirement, operation and maintenance, and related intermunicipal fees associated with wastewater management services including the acceptance of wastewater agreement between the City of Schenectady and the Town.			
Name of Applicant or Sponsor: Town of Rotterdam		Telephone: 518-355-7575 E-Mail: mcollins@rotterdamny.org	
Address: 1100 Sunrise Blvd, Rotterdam, New York 12306			
City/PO: Rotterdam		State: New York	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:			NO ☐
			YES ☐
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland			

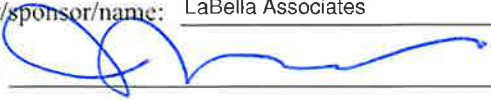
5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☐	
7. Is the site of the proposed 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: _____ _____	☐	☐	
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: _____ _____	☐	☐	
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: _____ _____ _____			

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:	☐	☐

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>LaBella Associates</u> Date: <u>8/21/2025</u>		
Signature: <u></u> Title: <u>P.E., Agent for Applicant</u>		

Description of Intent (in support of question #2):

The proposed consolidation of Sewer District #7 and its existing extensions aims to improve administrative efficiency concerning debt retirement, operation and maintenance, and intermunicipal fees associated with wastewater management services, including wastewater acceptance as outlined in the intermunicipal agreement between the City of Schenectady and the Town.

Given its administrative nature, the proposed consolidation is not anticipated to have an adverse effect on any environmental resource within the Town.

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

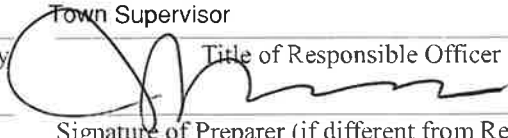
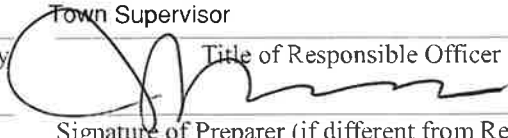
Project: _____

Date: _____

Short Environmental Assessment Form Part 3 Determination of Significance

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

The proposed consolidation of Sewer District #7 and its existing extensions is intended to enhance administrative efficiency related to debt retirement, operations and maintenance, and intermunicipal fees for wastewater management services. This is a purely administrative action and is not expected to have any adverse impact on environmental resources within the town.

☐	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
☒	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Town of Rotterdam	08-22-2025
Name of Lead Agency	Date
Mollie A. Collins	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION NO. 352.25

A RESOLUTION APPROVING THE CONSOLIDATION OF ONE TOWN OF ROTTERDAM SEWER DISTRICT AND TWO SEWER DISTRICT EXTENSIONS, TO WIT: SEWER DISTRICT #7, SEWER DISTRICT #7, EXT. #1 AND SEWER DISTRICT #7, EXT. #2 INTO ONE CONSOLIDATED SEWER DISTRICT SUBJECT TO THE COMPLETION OF PROCEEDINGS PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

WHEREAS, there exists within the Town of Rotterdam one sewer district and two sewer district extensions, to wit: **SEWER DISTRICT #7, SEWER DISTRICT #7, EXT. #1 and SEWER DISTRICT #7, EXT. #2**; and

WHEREAS, the aforesaid sewer district and two sewer district extensions have been created for similar purposes; and

WHEREAS, the Town Board on the 22nd day of October, 2025 adopted a Resolution and Order to give notice of a public hearing pursuant to the provisions of Article 17-A of the General Municipal Law of the State of New York to be held at Rotterdam Town Hall on the 12th day of November, 2025 at 7:00 p.m. for the purpose of hearing all persons upon the question of consolidating the one sewer district and two sewer district extensions of the Town of Rotterdam, to wit: **SEWER DISTRICT #7, SEWER DISTRICT #7, EXT. #1 and SEWER DISTRICT #7, EXT. #2** into a single consolidated sewer district; and

WHEREAS, the Town Board wishes to plan for the future needs of the Town and its residents and businesses; to consolidate services; to reduce the amount of administrative services and costs within the sewer districts; to increase the financial base of the sewer district and two extensions in order to obtain a reduction in interest rates on any anticipated borrowing; to distribute costs more evenly and to establish fair and reasonable rates for services as follows:

- (i) Debt service in the present annual amount of \$335,700 for any capital improvement financing, existing and future, will be divided equally among the present 626 equivalent dwelling units for an annual payment of \$535.00 per equivalent dwelling unit for the first year after sewer district consolidation. The present number of 626 equivalent dwelling units will be modified annually thereby affecting the annual per equivalent dwelling unit amount to be paid by each property owner;
- (ii) Based upon the Town's review of sewer district operation and maintenance expenses, the consolidated sewer district will be charged an annual operation and maintenance charge of \$345.00 per equivalent dwelling unit for the first year after sewer district consolidation. The present number of equivalent dwelling units in the amount of 626 will be modified annually thereby affecting the annual equivalent dwelling unit amount to be paid by each parcel owner;

- (iii) Consolidated Sewer District users are responsible for operation and maintenance charges due the city of Schenectady for acceptance of wastewater from the Consolidated Sewer District. The per equivalent dwelling unit amount for these expenses for the first year after sewer district consolidation equals \$510 per equivalent dwelling unit. The amount due the city of Schenectady is adjusted annually based upon the Consumer Price Index and by any modification to the present amount of equivalent dwelling units totaling 626; and
- (iv) One time charges consisting of a \$75 sewer lateral inspection fee and a \$750 sewer connection fee per equivalent dwelling unit for residential properties and \$1,000 sewer connection fee per equivalent dwelling unit for commercial properties; and

WHEREAS, the Town Board and Town Clerk have caused, as required by law, to be posted and published, the Notice of Public Hearing pursuant to the provisions of the aforesaid Article 17-A of the General Municipal Law; and

WHEREAS, the Town Board conducted the Public Hearing on the 12th day of November, 2025 to consider the consolidation of the stated sewer district and two sewer district extensions into a single consolidated sewer district at which time all persons interested in the same were afforded ample opportunity to be heard and speak in support of or in opposition to the proposed consolidation; and

WHEREAS, the Town Board has carefully reviewed the issues associated with the consolidation of the aforesaid sewer district and two sewer district extensions; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. This Town Board acting pursuant to the provisions of Section 754 of the General Municipal Law of the State of New York does hereby consolidate the one sewer district and two sewer district extensions of the Town of Rotterdam, to wit: **SEWER DISTRICT #7, SEWER DISTRICT #7, EXT. #1** and **SEWER DISTRICT #7, EXT. #2** into a single consolidated sewer district, said consolidation to be effective January 1, 2026 and upon such consolidation does hereby further determine as follows.

SECTION 2. This Resolution is adopted pursuant to the provisions of Article 17-A of the General Municipal Law of the State of New York.

SECTION 3. That all steps required by the provisions of Article 17-A of the General Municipal Law have been carried out in relation to this project.

SECTION 4. That it is in the public interest to consolidate the aforesaid sewer district and two sewer district extensions as set forth herein and as set forth in the Joint Consolidation Agreement into one consolidated sewer district to be executed by the Town of Rotterdam and each of the existing two sewer district extensions and sewer district.

SECTION 5. All property and assets of the aforesaid sewer district and two sewer district extensions shall become the property and assets of the new consolidated sewer district.

SECTION 6. All property of the existing sewer district and two sewer district extensions shall become the property of the consolidated sewer district, and the consolidated sewer district shall assume and pay for the indebtedness, if any, of each of the existing sewer district and two sewer district extensions as if such indebtedness had been incurred subsequent to the consolidation, as provided by law.

SECTION 7. All expenses of operation and maintenance shall be paid as set forth within this resolution.

SECTION 8. All expenses for capital charges arising from any existing and future indebtedness shall be paid as set forth within this resolution.

SECTION 9. All costs for inspections and connections shall be paid as set forth within this resolution.

SECTION 10. The consolidated sewer district shall be known as the Town of Rotterdam Consolidated Sewer District #7.

SECTION 11. The Joint Consolidated Agreement between the Town of Rotterdam, the one sewer district and two sewer district extensions is approved, and the Town Supervisor is authorized to execute the same.

SECTION 12. The Town Clerk is hereby directed within ten (10) days after the adoption of this Resolution to cause a certified copy of this final resolution to be filed in the Schenectady County Clerk's Office.

SECTION 13. The boundaries of the Town of Rotterdam Consolidated Sewer District #7 are set forth in Schedule A annexed hereto.

SECTION 14. This resolution shall become effective November 12, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

CERTIFICATION OF TOWN CLERK

I, **DIANE MARCO**, the undersigned Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY:**

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 12th day of November, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this ____ day of November, 2025.

Diane Marco, Town Clerk

S E A L:

SCHEDULE A

SUGGESTED DESCRIPTION

TOWN OF ROTTERDAM

SEWER DISTRICT NO. 7

The Sewer District No. 7, situated in the town of Rotterdam, County of Schenectady, State of New York, being particularly described as follows:

BEGINNING at a point on the westerly side of Tax Parcel ID No. 71.5-1-5.3 at the southwesterly corner of SD7; thence the following ten (10) courses and distances along the westerly boundary of Tax Parcel ID No. 71.5-1-5.3: 1) northerly 363'± across the Keator Drive right of way to a point; 2) westerly 249'± along the northerly right of way of Keator Drive to a point; 3) northerly 861'± to a point; 4) westerly 300'± to a point; 5) northerly 986'± to a point; 6) westerly 1051'± to a point; 7) northerly 73'± to a point; 8) easterly 22'± to a point; 9) northerly 60'± to a point; 10) westerly 239'± to point on the easterly right of way of Helderberg Avenue; thence along the said easterly right of way of Helderberg Avenue 152'± to a point; thence the following three (3) courses and distances along the northerly boundary of Tax Parcel ID No. 71.5-1-5.3: 1) easterly 240'± to a point; 2) northerly 61'± to a point; 3) easterly 75'± to a point on the property division line between Tax Parcel ID Nos. 71.5-1-5.3 & 71.5-1-5.13; thence the following four (4) courses and distances along the westerly boundary of Tax ID No. 71.5-1-5.13: 1) northerly 169'± to a point; 2) westerly 160'± to a point; 3) northerly 81'± to a point; 4) westerly 156'± to a point on the easterly right of way of Helderberg Avenue; thence northerly 59'± along the easterly right of way of Helderberg Avenue to a point; thence the following three (3) courses and distances along the northerly boundary of Tax Parcel ID No. 71.5-1-5.13: 1) easterly 135'± to a point; 2) northerly 109'± to a point; 3) easterly 773'± to a point on the westerly boundary of the New York State Thruway (I-90); thence southeasterly along the westerly right of way of said New York State Thruway (I-90) and easterly boundary of Tax Parcel ID No. 71.5-1-5.13, 618'± to a point; thence the following two (2) courses and distances along the westerly boundary of New York State Thruway (I-90) and easterly boundaries of Tax Parcel ID No's 71.5-1-36 & 71.5-1-11.12: 1) southeasterly 1792'± to a point; 2) southeasterly 195'± to a point; thence southeasterly along the westerly boundary of New York State Thruway (I-90) and easterly boundary of Tax Parcel ID No. 71.5-1-5.3, 1613'± to a point; thence easterly across the New York State Thruway (I-90) 373'± to a point on the southerly right of way of Fort Hunter Road; thence the following two (2) courses and distances along the southerly right of way of Fort Hunter Road: 1) southeasterly 155'± to a point; 2) easterly 84'± to a point on the westerly boundary of Tax Parcel ID No. 71.6-4-16.112; thence northerly 255'± along the westerly boundary of Tax Parcel ID No. 71.6-4-16.112; thence 147'± westerly along Tax Parcel ID No. 71.6-4-16.112 to point; thence northerly 291'± along the westerly boundaries of Tax Parcel ID Nos. 71.6-4-16.112 and 71.6-4-18 to a point; thence 46'± westerly along the southern boundary of Tax Parcel ID No. 71.6-4-19 to a point; thence northerly 120'± along the westerly boundary of Tax Parcel ID No. 71.6-4-19 to a point; thence westerly 691'± along the southerly boundary of Tax Parcel ID No. 71.6-4-20.21 to a point on the easterly right of way of Fort Hunter Road; thence northerly 97'± along the easterly right of way of Fort Hunter Road to a point; thence the following two (2) courses and distances along the westerly boundary of Tax Parcel ID No. 71.6-4-20.21: 1) easterly 197'± to a point; 2) northerly 201'± to a point; thence easterly 1341'± along the northerly boundary of Tax Parcel ID Nos. 71.6-3-32 & 71.6-3-31.1; thence northerly 177'± along the westerly boundaries of Tax Parcel ID Nos. 71.6-3-31.1 & 71.6-3-23.3 to a point; thence northeasterly along the westerly boundary of Tax Parcel ID No. 71.6-3-23.3, 367'± to a point on the southerly boundary of Curry Road; thence northeasterly 65'± across the Curry Road right

of way to a point on the southerly boundary of Tax Parcel ID No. 71.7-1-5; thence northwesterly 340'± along the northerly right of way of Curry Road and southerly boundary of Tax Parcel ID No. 71.7-1-5; thence northeasterly 243'± along the westerly boundary of Tax Parcel ID No. 71.7-1-5; thence northwesterly 210'± along the southerly boundary of Tax Parcel ID No. 59.18-4-24.11; thence southerly 233'± along Tax Parcel ID No. 59.18-4-24.11 to a point on the northerly right of way of Curry Road; thence northwesterly along the northerly right of way of Curry Road 116'± to a point; thence northerly 822'± along the westerly boundary of parcel 59.18-4-24.11 to a point; thence southeasterly 587'± along the northerly boundary of Tax Parcel ID No. 59.18-24.11; thence northerly 58'± along the westerly boundary of Tax Parcel ID No. 59.18-4-34.211; thence easterly 259'± along the northerly boundary of Tax Parcel ID No. 59.18-4-34.211 to a point; thence northerly 159'± along the westerly boundary of Tax Parcel ID No. 59.18-4-26.211 to a point; thence westerly 164'± along the southerly boundary of Tax Parcel ID No. 59.18-4-27 to a point; thence easterly 224'± along the northerly boundary of Tax Parcel ID No. 59.18-4-27 to a point; thence northerly 198'± along the westerly boundaries of Tax Parcel ID Nos. 59.18-4-28, 59.18-4-29.1 and 59.18-4-31.3 to a point on the southerly right of way of Fasula Boulevard; thence northerly 59'± across Fasula Boulevard to a point; thence northerly 131'± along the westerly boundaries of Tax Parcel ID Nos. 59.18-4-67 and 59.18-4-32.1 to a point; thence the following seven (7) courses and distances along the southerly boundary of Tax Parcel ID No. 59.18-4-33.11: 1) westerly 442'± to a point; 2) northerly 245'± to a point; 3) westerly 137'± to a point; 4) northerly 17'± to a point; 5) westerly 235'± to a point; 6) southerly 9'± to a point; 7) westerly 334'± to a point; thence northerly 553'± along the westerly boundary of Tax Parcel ID No. 59.18-4-33.11 to a point; thence easterly 1107'± along the northerly boundary of Tax Parcel ID Nos. 59.18-4-33.11 and 59.14-15-19 to a point; thence northerly 223'± along the westerly boundary of Tax Parcel ID No. 59.14-15-17.11; thence the following two (2) courses and distances along the northerly boundary of Tax Parcel ID No. 59.14-15-16.11: 1) easterly 489'± to a point; 2) easterly 74'± to a point; thence 128'± northerly along the westerly boundary of Tax Parcel ID Nos. 59.15-1-9, 59.15-1-8.11 & 59.15-1-7.1 to a point on the southerly right of way of Ariene Street; thence northerly 59'± across Ariene Street to a point; thence northerly 156'± along the westerly boundary of Tax Parcel ID No. 59.15-1-6.111 to a point; thence westerly 149'± along the southerly boundary of Tax Parcel ID No. 59.15-1-4.1; thence northerly 204'± along the westerly boundary of Tax Parcel ID No. 59.15-1-4.1 to a point; thence westerly 44'± along the southerly boundary of Tax Parcel ID No. 59.15-1-2.1 to a point; thence northerly 198'± along the westerly boundary of Tax Parcel ID Nos. 59.15-1-2.1 & 59.15-1-1.11 to a point; thence westerly 52'± to a point; thence the following two (2) courses and distances along the westerly boundary of Tax Parcel ID No. 59.15-1-1.11: 1) northerly 234'± to a point; 2) easterly 87'± to a point; thence northeasterly 194'± along the westerly boundary of Tax Parcel ID No. 59.15-1-1.11, 59.15-1-1.21 & 59.11-11-6.1 to a point; thence northerly 831'± along the westerly boundaries of Tax Parcel ID Nos. 59.11-11-5.1, 59.11-11-4.1, 59.11-11-3.1, 59.11-11-2.1 & 59.11-11-1.1 to a point; thence easterly 29'± to a point; thence northerly 194'± along the westerly boundary of Tax Parcel ID No. 59.11-11-1.1 and across the Argo Boulevard right of way to a point; thence westerly 29'± along the southerly boundary of Tax Parcel ID No. 59.11-6-16.11 to a point; thence northerly 127'± along the westerly boundary of Tax Parcel ID No. 59.11-6-16.11 to a point; thence easterly 61'± along the northern boundary of Tax Parcel ID No. 59.11-6-16.11 to point; thence northerly 198'± along the westerly boundary of Tax Parcel ID No. 59.11-6-51.21 and across the right of way of Cardiff Road to a point; thence westerly 15'± along the northerly right of way of Cardiff Road and southerly boundary of Tax Parcel ID No. 59.11-2-12.21 to a point; thence northerly along the westerly boundaries of Tax Parcel ID Nos. 59.11-2-12.21, 59.11-2-12.11, 59.11-2-11.1, 59.11-2-10.1, 59.11-2-9.1, & 59.11-2-8.1 to a point on the southerly right of way of Careleon Road; thence northerly 52'± across the Careleon Road right of way to a point; thence northerly 301'± along the westerly boundaries of Tax Parcel ID Nos. 59.11-

3-10.1 and 59.11-3-8.11 to a point on the southerly right of way of Chepstow Road; thence northerly 50'± across the Chepstow Road right of way to a point; thence 301'± northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-21.1, 59.7-6-20, 59.7-6-19, 59.7-6-18, 59.7-6-17 & 59.7-6-16.1 to a point on the southerly right of way of Caldicott Road; thence 50'± northerly across the Caldicott Road right of way to a point; thence 149'± northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-15.1, 59.7-6-14.1 & 59.7-6-13 to a point on the southerly boundary of Tax Parcel ID No. 59.7-6-12; thence westerly 250'± to a point on the westerly boundary of Tax Parcel ID No. 59.7-6-12; thence northerly along the westerly boundary of Tax Parcel ID No. 59.7-6-12, 47'± to a point; thence easterly 249'± along the northerly boundary of Tax Parcel ID No. 59.7-6-12 to a point; thence northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-11, 59.7-6-10 & 59.7-6-9 to a point on the southerly right of way of Butler Street; thence northeasterly 83'± across the Butler Street right of way to a point; thence northerly 204'± along the westerly boundary of Tax Parcel ID No. 59.7-1-34 to a point on the southerly right of way of Chrisler Avenue; thence 70'± southeasterly along the southerly right of way of Chrisler Avenue and the northerly boundary of Tax Parcel ID No. 59.7-1-34 to a point; thence southeasterly 502'± across the Hamburg Street right of way and northerly boundary of Tax Parcel ID Nos. 59.7-7-12.21 & 59.7-7-12.4 to a point on the southerly boundary of the Chrisler Avenue right of way; thence 37'± southerly along the easterly boundary of Tax Parcel ID No. 59.7-7-12.4 to a point; thence westerly 204'± along the southerly boundary of Tax Parcel ID No. 59.7-7-12.4 to a point; thence southerly 240'± across the Carman Street right of way and along the easterly boundary of Tax Parcel ID Nos. 59.7-7-11, 59.7-7-10.1, 59.7-7-9.1 & 59.7-7-8.1 to a point; thence westerly 46'± along the southerly boundary of Tax Parcel ID No. 59.7-7-8.1 to a point; thence southerly 79'± along the easterly boundary of Tax Parcel ID Nos. 59.7-7-7.1 and 59.7-7-6.1 to a point on the northerly right of way of 2nd Street; thence 51'± southerly across the 2nd Street right of way to a point; thence southerly 162'± along the easterly boundary of Tax Parcel ID Nos. 59.11-4-2.11 and 59.11-4-3.21 to a point; thence easterly 50'± along the northerly boundary of Tax Parcel ID No. 59.11-4-4.11 to a point; thence southerly 320'± along the easterly boundary of Tax Parcel ID Nos. 59.11-4-4.11, 59.11-4-4.21, 59.11-4-5, 59.11-4-6.1 & 59.11-4-7 to a point; thence westerly 94'± along the southerly boundary of Tax Parcel ID No. 59.11-4-7 to a point; thence southerly 109'± across the 3rd Street right of way and easterly boundary of Tax Parcel ID No. 59.11-7-3.11 to a point; thence easterly 94'± to point; thence southerly 365'± along the easterly boundaries of Tax Parcel ID Nos. 59.11-7-3.11 and 59.11-7-4.1; thence along the boundary of Tax Parcel ID No. 59.11-7-4.1, westerly 121'± to a point; thence southerly 120'± along the easterly boundary of Tax Parcel ID No. 59.11-7-4.1 to a point; thence easterly 119'± along the northerly boundary of Tax Parcel ID No. 59.11-7-6.1 to a point; thence southerly 59'± along the easterly boundary of Tax Parcel ID No. 59.11-7-6.1 to a point on the northerly right of way of 4th Street; thence southerly 50'± across the 4th Street right of way to a point; thence southerly 599'± along the easterly boundaries of Tax Parcel ID Nos. 59.11-12-1.1, 59.11-12-2.1, 59.11-12-3.1, 59.11-12-4.1, 59.11-12-5.1, 59.11-12-6.1, 59.11-12-7.1, 59.11-12-8.1, 59.11-12-9.1, 59.11-12-10.1, 59.11-12-12.11 & 59.11-12-13.1 to a point on the northerly boundary of 5th Street; thence southerly 49'± across the 5th street right of way to a point; thence southerly 397'± along the easterly boundaries of Tax Parcel ID Nos. 59.15-2-8.11, 59.15-2-6.1, 59.15-2-5.1, 59.15-2-4.1, 59.15-2-3.1 & 59.15-2-2.1 to a point; thence 150'± easterly along the northerly boundary of Tax Parcel ID No. 59.15-2-1.1 to a point on the westerly right of way of First Avenue; thence southerly 201'± along the westerly right of way of First Avenue and easterly boundary of Tax Parcel ID No. 59.15-2-1.1 to a point; thence westerly 62'± to a point on the easterly boundary of Tax Parcel ID No. 59.15-2-1.1; thence southerly 99'± to a point on the northerly right of way of East Campbell Road; thence northwesterly along the northerly right of way of East Campbell Road 76'± to a point; thence southerly 126'± across the East Campbell Road right of way and along the easterly boundary of Tax

Parcel ID No. 59.15-5-1.1 to a point; thence easterly 41'± to a point; thence southerly 81'± along the easterly boundary of Tax Parcel ID No. 59.15-5-1.1 to a point on the northerly right of way of May Avenue; thence 46'± southerly across the May Avenue right of way to a point on the easterly boundary of Tax Parcel ID No. 59.15-5-36; thence 252'± southerly along the easterly boundaries of Tax Parcel ID Nos. 59.15-5-36 and 59.15-5-35.1 to a point on the northerly right of way of William Street; thence westerly 77'± along the southerly boundary of Tax Parcel ID No. 59.15-5-35.1 and northerly right of way of William Street to a point; thence southerly 79'± across the William Street right of way and along the easterly boundary of Tax Parcel ID No. 59.15-9-19.21 to a point; thence easterly 50'± to point; thence southerly 66'± along the easterly boundary of Tax Parcel ID No. 59.15-9-19.21 to a point; thence easterly 1023'± along the northerly boundary of Tax Parcel ID No. 59.15-9-17.1 to a point; thence the following three (3) courses and distances along the easterly boundary of Tax Parcel ID No. 59.15-9-17.1: 1) southerly 152'± to a point; 2) easterly 128'± to a point; 3) southerly 514'± to a point on the southerly boundary of Tax Parcel ID No. 59.15-9-17.1; thence westerly 217'± to a point; thence northerly 1298'± along the southerly boundary of Tax Parcel ID No. 59.15-9-17.1 to a point; thence westerly 75'± along the southerly boundary of Tax Parcel ID No. 59.15-9-16.1 to a point on the easterly right of way of Howell Street; thence westerly 51'± across the Howell Street right of way to a point; thence 86'± southerly along the easterly boundary of Tax Parcel ID No. 59.15-8-22.1 and westerly right of way of Howell Street to a point; thence westerly 52'± along the southerly boundary of Tax Parcel ID No. 59.15-8-22.1 to a point; thence northerly 42'± along the westerly boundary of Tax Parcel ID No. 59.15-8-22.1 to a point; thence westerly 144'± along the southerly boundary of Tax Parcel ID No. 59.15-8-21.1 and across the Stoodley Place right of way to a point; thence southerly 76'± along the easterly boundary of Tax Parcel ID No. 59.15-8-2.11 and westerly right of way of Stoodley Place to a point; thence westerly 67'± along the southerly boundary of Tax Parcel ID No. 59.15-8-2.11 to a point; thence southerly 708'± along the easterly boundaries of Tax Parcel ID Nos. 59.15-8-2.11, 59.19-1-1.11, 59.19-1-1.31, 59.19-1-2.1, 59.19-1-3.1, 59.19-1-4.1 & 59.19-1-5.1 to a point; thence westerly 35'± along the southerly boundary of Tax Parcel ID No. 59.19-1-5.1 to a point; thence southerly 720'± along the easterly boundaries of Tax Parcel ID Nos. 59.19-1-6.1, 59.19-1-7.1, 59.19-1-8.11, 59.19-1-9.1 & 59.19-1-12.1 to a point on the northerly right of way of Knox Drive; thence westerly 93'± along the northerly right of way of Knox Drive and southerly boundary of Tax Parcel ID No. 59.19-1-12.1 to a point; thence westerly 378'± to appoint; thence southerly 227'± across the Knox Drive right of way and along the easterly boundary of Tax Parcel ID No. 59.19-5-3.1 to a point; thence easterly 602'± along the northerly boundary of Tax Parcel ID No. 59.19-5-2.1 to a point; thence southerly 556'± along the easterly boundary of Tax Parcel ID Nos. 59.19-5-2.1, 71.7-1-1 & 71.7-1-3.1 to a point; thence westerly 242'± along the southerly boundary of Tax Parcel ID No. 71.7-1-3.1 to a point; thence 229'± southerly along the easterly boundary of Tax Parcel ID No. 71.7-1-5 to a point; thence westerly 678'± along the southerly boundary of Tax Parcel ID No. 71.7-1-5 to a point; thence southeasterly 295'± along the easterly boundary of Tax Parcel ID No. 71.7-1-6.111 to a point; thence southwesterly 206'± along the southerly boundary of Tax Parcel ID No. 71.7-1-6.111 and across the Curry Road right way to a point; thence southeasterly 282'± along the southerly right of way of Curry Road and northerly boundary of Tax Parcel ID No. 71.6-5-1.31 to a point; thence southerly 443'± along the easterly boundary of Tax Parcel ID No. 71.6-5-1.31 to a point; thence southeasterly 505'± along the northerly boundary of Tax Parcel ID No. 71.6-5-10 to a point; thence westerly 173'± along the southerly boundary of Tax Parcel ID No. 71.6-5-10 to a point; thence southerly 541'± along the easterly boundary of Tax Parcel ID No. 71.7-1-11.2 to a point; thence westerly 112'± to a point; thence southerly 91'± to a point on the southerly boundary of Tax Parcel ID No. 71.7-1-11.2; thence westerly 198'± along the southerly boundary of Tax Parcel ID No. 71.7-1-11.2 to a point; thence 136'± southerly across the Marra Lane right of way and along the easterly right of way of 71.6-5-3.1 to a point; thence westerly 565'± along

the southerly boundaries of Tax Parcel ID Nos. 71.6-5-3.1 & 71.6-5-5.1 and across the New York State Thruway Spur to a point on the southerly boundary of Tax Parcel ID No. 71.6-5-6; thence continuing westerly 1163'± along the southerly boundary of Tax Parcel ID No. 71.6-5-6 and across the New York State Thruway (I-90) to a point on the southerly boundary of Tax Parcel ID No. 71.5-1-5.3; thence westerly 2263'± along the southerly boundary of Tax Parcel ID No. 71.5-1-5.3 to the point of **BEGINNING**.

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: November 6, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner

TITLE OF REQUEST: Adoption of the Sewer District #7 Consolidation

TOWN BOARD MEETING: November 12, 2025

Background Information: The proposed consolidation of Sewer District #7 and its existing extensions aims to improve administrative efficiency concerning debt retirement, operation, and maintenance, and intermunicipal fees associated with wastewater management services, including wastewater acceptance as outlined in the intermunicipal agreement between the City of Schenectady and the Town.

Evaluation/Analysis: Given its administrative nature, the proposed consolidation is not anticipated to have an adverse effect on any environmental resource within the Town. Public Hearing to be conducted on November 12, 2025.

Recommendation(s): Town Board should consider adoption of the Sewer District #7 Consolidation

Attachment/Document(s): Adoption Documents

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Article 17-A of the General Municipal Law

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 353.25

TO AMEND RESOLUTION 292.25 OF THE YEAR 2025; TO APPOINT DANIEL MARSELLO TO THE POSITION OF GIS MAP'S LOCATION WORKER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 292.25, as amended, is hereby amended, and restated as follows:

Daniel Marsello, of Schenectady, New York 12306, is hereby appointed to the position of GIS/Map's/Location Worker, full-time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of sixty one thousand one hundred seven and 87/100 (\$61,107.87) dollars, commencing September 11, 2025.

SECTION 2. This resolution shall be retroactive to September 11, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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LEGISLATIVE REQUEST FORM

DATE: November 7, 2025

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Tabettha Unser, Accountant

TITLE OF REQUEST: Correction to resolution 292.25 appointing Daniel Marsello to
GIS/Map's/Location worker.

TOWN BOARD MEETING: November 12, 2025

Background Information: GIS/Map's/Location worker was appointed at the September 10, 2025
Town Board meeting; however, salary incorrect and need to be updated as
follows:
\$61,107.87

Recommendation: Correction to the Salary of the GIS/Map's/Location worker.

Attachment/Document(s): Original certified resolution 292.25

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 292.25

TO APPOINT DANIEL MARSELLO TO THE POSITION OF GIS MAP'S LOCATION WORKER

THEREFORE, UPON MOTION OF Councilmember DODSON, seconded by Councilmember GALLUCCI,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Daniel Marsello, of Schenectady, New York 12306, is hereby appointed to the position of GIS/Map's/Location Worker, full-time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of sixty thousand two hundred nine and 80/100 (\$60,204.80) dollars, commencing September 11, 2025.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, 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 September 10, 2025, 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 September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



RESOLUTION NO. 354.25

**TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. ____
OF 2025; TO AMEND CHAPTER 194, “PARKS AND RECREATION” AND
SCHEDULING A PUBLIC HEARING THEREON**

WHEREAS, The Town has been working with Schenectady County Soil and Water Conservation District (SWCD) and the Environmental Clearinghouse of Schenectady (ECOS) to develop a trail system for passive recreational uses within the boundary of the Town owned lands bounded by the Mohawk Hudson Trail, Mabie Lane, Pan Am Railway/State Route 5s, and Scrafford Lane, and now requires updates to Chapter 194 of the Town Code; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2025; To amend Chapter 194, “Parks and Recreation”, Section 11 and 12, Entitled “Nature Trail” and schedule a public hearing.

SECTION 2. 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: That 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 10th day of December 2025 for the following purpose:

To recognize the introduction of Introductory Local Law No. ____ of 2025; To Amend Chapter 194, “Parks and Recreation”, Section 11 Entitled “Nature Trail” by renaming Chapter 194-11 to “Great Flats Nature Trail” and by adding Section 12, Entitled “Rotterdam Preserve” with proposed regulations.

**BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK**

DATED: November 12, 2025

Daily Gazette: Please publish once on November 14, 2025

Town Clerk

Post

SECTION 3. This resolution shall become effective November 12, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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: November 10, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner *PC*

TITLE OF REQUEST: Call for Public Hearing on Amendments to Chapter 194
– Parks and Playgrounds

TOWN BOARD MEETING: November 12, 2025

Background Information: The Town has been working with Schenectady County Soil and Water Conservation District (SWCD) and the Environmental Clearinghouse of Schenectady (ECOS) to develop a trail system for passive recreational uses within the boundary of the Town owned lands bounded by the Mohawk Hudson Trail, Mabie Lane, Pan Am Railway/State Route 5s, and Scrafford Lane. Much of the trail work has been completed and the group continues to work towards implementation of the Rotterdam Preserve Master Plan adopted by the Town Board on November 26, 2024. Additionally for clarification, Chapter 194-11 should be renamed Great Flats Nature Trail for clarification purposes.

Evaluation/Analysis: With the establishment of the parking area and passive recreational trail at the Rotterdam Preserve in Rotterdam Junction, regulations should be adopted regarding conduct and use of these publicly owned lands.

Recommendation(s): Town Board should consider calling for a public hearing to be held on December 10, 2025

Attachment/Document(s): Proposed amendments to Chapter 194

Compliance with Purchasing Policy: Yes

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Proposed Amendment to Chapter 194 – Parks and Playgrounds

Rename Chapter 194-11 to Great Flats Nature Trail

Proposed Amendment to Chapter 194 – Parks and Playgrounds

Section 194-12. Rotterdam Preserve

A. Allowable Uses

- 1) Hiking, nature study, fishing, picnicking, cross country skiing, and snowshoeing. Some collecting for nature studies (except for those on the NYS List of Protected Species) may be authorized by special permission of the Town Parks Department.
- 2) Domestic animals within both the trail and parking areas designated for users of Rotterdam Preserve are permitted however they must be leashed at all times.

B. Prohibited Uses

- 1) Operation of any gas and electric motorized vehicles, including snowmobiles are prohibited, except for recognized emergency, maintenance, and patrol vehicles.
- 2) Hunting and trapping.
- 3) Discharge of firearms or other weapons
- 4) Overnight camping and fires
- 5) Littering and Dumping
- 6) Unauthorized construction, unauthorized wood cutting, and mutilation and/or destruction of natural features

C. Parking of vehicles at any location other than in parking areas designated for users of Rotterdam Preserve is prohibited.

D. All rules, regulations and restrictions contained within this chapter shall apply to Rotterdam Preserve, except for § 194-5 of this chapter.

- (1) Entrance to Rotterdam Preserve and to the parking areas designated for users of Rotterdam Preserve between the hours of dusk and dawn, prevailing time, is prohibited.

- (2) Loitering, lounging or being present in Rotterdam Preserve or in the parking areas designated for users of Rotterdam Preserve between the hours of dusk and dawn, prevailing time, is prohibited.

RESOLUTION NO. 355.25

**TO DECLARE LEAD AGENCY UNDER SEQRA FOR INTRODUCTORY LOCAL
LAW NO. ____ OF 2025; TO ADOPT A NEW ARTICLE OF CHAPTER 270, ZONING,
OF THE TOWN CODE, RELATING TO “BATTERY ENERGY STORAGE SYSTEMS”**

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 declares the Town Board as Lead Agency under 6NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed amendment of Chapter 270, Zoning, of the Town Code to adopt a new Article of Chapter 270, Zoning, of the Town Code, relating to “Battery Energy Storage Systems”, and authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 2. This resolution shall become effective November 12, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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: October 27, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo – Senior Planner *PC*

TITLE OF REQUEST: Declare Lead Agency under the State Environmental Quality Review Act (SEQR) on proposed Zoning Code amendments regulating Battery Energy Storage Systems

TOWN BOARD MEETING: November 12, 2025

Background Information: The Energy Advisory Committee for the Town of Rotterdam was charged with developing proposed Zoning Code language to address Battery Energy Storage Systems in the Town.

Evaluation/Analysis: On March 8, 2023 the Town Board established and appointed various members to the Town of Rotterdam Energy Advisory Committee. Since that time, the Energy Advisory Committee has worked diligently to develop recommended additions to the Town Code to regulate Battery Energy Storage Systems. The Committee has put forth a recommended draft law and is requesting that the Town Board adopt the new code which is attached. This project was referred to the Planning Commission for a Report and Recommendation on July 9, 2025. Planning Commission issued a positive recommendation on September 15, 2025

Recommendation(s): Declare Lead Agency and Authorize the Town Supervisor and/or Town Planner to distribute & execute all documents related to SEQR.

Attachment/Document(s): SEQR Long Environmental Assessment Form

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Updates to Zoning Code Chapter 270

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Amendments to Town of Rotterdam Zoning Code to adopt regulations for Battery Energy Storage Systems (BESS)		
Project Location (describe, and attach a general location map): Townwide		
Brief Description of Proposed Action (include purpose or need): Local law to enact provisions providing for Small-scale Battery Energy Storage System (S-BESS), Large-Scale Battery Energy Storage System (L-BESS) and Utility-Scale Battery Energy Storage Systems (U-BESS) installations in the Town. This law seeks to foster thorough project planning and appropriate siting. new technologies, changes to state regulations, and larger more complex projects have emerged that necessitated updates to the existing Town Zoning Code.		
Name of Applicant/Sponsor: Town of Rotterdam Energy Advisory Committee		Telephone: 518-355-7575 x-325 E-Mail: mcollins@rotterdamny.org
Address: 1100 Sunrise Boulevard		
City/PO: Rotterdam	State: NY	Zip Code: 12306
Project Contact (if not same as sponsor; give name and title/role): Peter Comenzo -Senior Planner		Telephone: 518-355-7575 x-338 E-Mail: pcomenzo@rotterdamny.org
Address: 1100 Sunrise Boulevard		
City/PO: Rotterdam	State: NY	Zip Code: 12306
Property Owner (if not same as sponsor):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, ☒ Yes ☐ No or Village Board of Trustees	Town Board	October 2025
b. City, Town or Village ☐ Yes ☒ No Planning Board or Commission	Planning Commission Report and Recommendation	September 2025
c. City, Town or ☐ Yes ☒ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☒ No		
e. County agencies ☐ Yes ☒ No	County 239-m Review	October 2025
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☐ Yes ☒ No		
h. Federal agencies ☐ Yes ☒ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☒ Yes ☐ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☒ Yes ☐ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☒ Yes ☐ No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	☒ Yes ☐ No
• If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	☒ Yes ☐ No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	☒ Yes ☐ No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	☒ Yes ☐ No
If Yes, identify the plan(s): Rotterdam Junction BOA, Mohawk River, Schenectady Intermunicipal Watershed _____ _____ _____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	☐ Yes ☒ No
If Yes, identify the plan(s): _____ _____ _____	

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? All Zones in the Town will be affected by this local law in addition to the creation of a solar overlay district.	☒ Yes ☐ No
b. Is the use permitted or allowed by a special or conditional use permit?	☒ Yes ☐ No
c. Is a zoning change requested as part of the proposed action? If Yes,	☒ Yes ☐ No
i. What is the proposed new zoning for the site? <u>Adoption of a Battery Energy Storage System</u>	
C.4. Existing community services.	
a. In what school district is the project site located? <u>Schalmont & Mohonasen</u>	
b. What police or other public protection forces serve the project site? <u>State Police, Schenectady County Sherriff, and Rotterdam Police Department</u>	
c. Which fire protection and emergency medical services serve the project site? <u>All Town of Rotterdam Volunteer Fire Departments, Rotterdam EMS, and Mohawk Ambulance</u>	
d. What parks serve the project site? <u>N/A</u>	

D. Project Details

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

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

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

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

D.2. Project Operations

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

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

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

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

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

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

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No
If Yes:

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

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

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

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

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

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If Yes:

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

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

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

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No
If Yes:

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

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

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
If Yes:

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

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

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

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

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

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

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

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

c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____	☐ Yes ☐ No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: _____ _____	☐ Yes ☐ No
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____ _____	☐ Yes ☐ No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____	☐ Yes ☐ No ☐ Yes ☐ No
iii. Describe any development constraints due to the prior solid waste activities: _____ _____	
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____	☐ Yes ☐ No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes – Spills Incidents database ☐ Yes – Environmental Site Remediation database ☐ Neither database Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ ii. If site has been subject of RCRA corrective activities, describe control measures: _____ _____	☐ Yes ☐ No ☐ Yes ☐ No
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ _____	☐ Yes ☐ No

v. Is the project site subject to an institutional control limiting property uses? • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? _____ • Explain: _____ _____ _____	☐ Yes ☐ No
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	☐ Yes ☐ No
c. Predominant soil type(s) present on project site: _____ % _____ % _____ %	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: ☐ Well Drained: ☐ Moderately Well Drained: ☐ Poorly Drained _____ % of site _____ % of site _____ % of site	
f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: ☐ 10-15%: ☐ 15% or greater: _____ % of site _____ % of site _____ % of site	
g. Are there any unique geologic features on the project site? If Yes, describe: _____ _____	☐ Yes ☐ No
h. Surface water features. i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☐ No ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☐ No If Yes to either <i>i</i> or <i>ii</i>, continue. If No, skip to E.2.i. iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☐ No iv. For each identified regulated wetland and waterbody on the project site, provide the following information: • Streams: Name _____ Classification _____ • Lakes or Ponds: Name _____ Classification _____ • Wetlands: Name _____ Approximate Size _____ • Wetland No. (if regulated by DEC) _____ v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☐ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____ _____	
i. Is the project site in a designated Floodway?	☐ Yes ☐ No
j. Is the project site in the 100-year Floodplain?	☐ Yes ☐ No
k. Is the project site in the 500-year Floodplain?	☐ Yes ☐ No
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? If Yes: i. Name of aquifer: _____	☐ Yes ☐ No

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

RESOLUTION NO. 356.25

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW ___ OF 2025; TO ADOPT A NEW ARTICLE IN CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO “BATTERY ENERGY STORAGE SYSTEMS”

WHEREAS, this introductory Local Law was referred to the Planning Commission for a Report and Recommendation on July 9, 2025, where a positive recommendation was issued on September 15, 2025; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby designates the adoption of the proposed Battery Energy Storage Code as a type I action pursuant to the State Environmental Quality Review Act (SEQRA) and its implementing regulations.

SECTION 2. Consistent with the requirements for Type I Actions under SEQRA, the Town Board, as lead agency, adopted a Long Environmental Assessment Form (LEAF) to identify relevant areas of environmental concern on November 12, 2025; and

SECTION 3. 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: That 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 10th day of December 2025 for the following purpose:

To recognize the introduction of Introductory Local Law No. ____ of 2025; To adopt a new Article of Chapter 270, Zoning, of the Town Code, relating to “Battery Energy Storage Systems”.

**BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK**

DATED: November 12, 2025

Daily Gazette: Please publish once on November 14, 2025

Town Clerk

Post

SECTION 4. This resolution shall become effective November 12, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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: October 27, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo – Senior Planner *PC*

TITLE OF REQUEST: Call for Public Hearing proposed Zoning Code amendments regulating Battery Energy Storage Systems

TOWN BOARD MEETING: November 12, 2025

Background Information: The Energy Advisory Committee for the Town of Rotterdam was charged with developing proposed Zoning Code language to address Battery Energy Storage Systems in the Town.

Evaluation/Analysis: On March 8, 2023 the Town Board established and appointed various members to the Town of Rotterdam Energy Advisory Committee. Since that time, the Energy Advisory Committee has worked diligently to develop recommended additions to the Town Code to regulate Battery Energy Storage Systems. The Committee has put forth a recommended draft law and is requesting that the Town Board adopt the new code which is attached. This project was referred to the Planning Commission for a Report and Recommendation on July 9, 2025. Planning Commission issued a positive recommendation on September 15, 2025

Recommendation(s): Call for a Public Hearing

Attachment/Document(s): Proposed Battery Energy Storage Systems Code
Planning Commission Report and Recommendation 9/15/25

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Updates to Zoning Code Chapter 270

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

PROPOSED LOCAL LAW NO. ____ OF THE YEAR 2025

BE IT ENACTED by the Town Board of the Town of Rotterdam (“Town”), in the County of Schenectady, as follows:

I. SECTION ONE – TITLE

This local law shall be known as the “Battery Energy Storage System”.

II. SECTION TWO - LEGISLATIVE INTENT AND PURPOSE

It is the intent of this local law to amend the Town of Rotterdam Zoning Law, as the same may have been amended from time to time, to enact provisions providing for Small-scale Battery Energy Storage System (S-BESS), Large-Scale Battery Energy Storage System (L-BESS) and Utility-Scale Battery Energy Storage Systems (U-BESS) installations in the Town, as defined in this local law through addition of a new section, Section 270 Battery Energy Storage Systems, to Article VIII (Supplementary Regulations) of the Town of Rotterdam Zoning Law. It is further the intent and purpose of this local law to, in accordance with the Town of Rotterdam Comprehensive Plan, to responsibly locate Large Scale Battery Energy Storage Systems (L-BESS) and Utility-Scale Battery Energy Storage Systems (U-BESS) within the Town. Accordingly, this local law modifies certain use definitions relating to prohibited uses, energy storage systems, and public utilities.

The Town finds that well-planned, suitably sized, and located Battery Energy Storage Systems can be beneficial. This law seeks to foster thorough project planning and appropriate siting by:

- A. Protecting the health, safety, and well-being of our First Responders through responsible siting, pre-incident planning and education, continuing education and training, adequate protection and equipment, and the implementation of best practices to reduce potential hazards.
- B. Allowing Town of Rotterdam residents, landowners, farms, and government to safely locate Battery Energy Storage Systems resources in a way that is consistent with the nature and character of the Town in accordance with the Town of Rotterdam Comprehensive Plan and the Natural Resources Inventory.

- C. Promoting and supporting our Town’s Open Space Plan with Battery Energy Storage Systems zoning that protects and preserves open space, agricultural lands, and environmentally significant areas of Town as designated by our Comprehensive Plan and Conservation Plan.
- D. Protecting the Town’s unique ecosystem of plants, wildlife, and habitats, particularly in the western upland and rural areas of Town.
- E. Recognizing the importance of Agriculture and protecting water and soils conducive to farming. Agricultural areas and surrounding areas should not be used for Utility-Scale Battery Energy Storage Systems (U-BESS).
- F. Protecting and ensuring farmland, agricultural land, and forested land are put to their highest and best use.
- G. Protecting and promoting scenic and environmental resources by minimizing Utility-Scale Battery Energy Storage Systems (U-BESS) facilities’ impacts on these resources as outlined in the Rotterdam Comprehensive Plan including, but not limited to, fresh watersheds, floodplains, historic sites, conservation easements, trails, parklands, wetlands, wildlife, and scenery, and areas for recreational and outdoor activities.
- H. Protecting the property values of those properties neighboring and within the viewshed and soundshed of a Utility-Scale Battery Energy Storage Systems (U-BESS).
- I. Conserving the rural character of western Rotterdam and rural hamlets, including Rotterdam Junction and Pattersonville.

III. SECTION THREE – AUTHORITY

This local law is adopted by the Town Board of Town of Rotterdam (hereinafter referred to as the “Town Board”) pursuant to its authority to adopt local laws under Article IX of the New York State Constitution; Articles 2 and 3 of the Municipal Home Rule Law; Article I of the Town Zoning Law, particularly Section 2 which authorize the Town to adopt zoning provisions that promote health and general welfare, encourage the most appropriate use of land throughout the Town, encourage development in accordance with a comprehensive plan and professional planning techniques, and improve the quality of life throughout the Town.

IV. SECTION FOUR – DEFINITIONS

Part II - Chapter 270 - Article II - Section 270-5 of the Town Code is hereby amended to add the following definitions:

BATTERY(IES): A single cell or a group of cells connected together electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy

electrochemically. For the purposes of this law, batteries utilized in consumer products are excluded from these requirements.

BATTERY ENERGY STORAGE SYSTEM: One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery, an electric motor vehicle, uninterruptible power supply systems, or a energy storage system for temporary use. A battery energy storage system is classified as follows:

- A. Small-Scale Battery Energy Storage Systems (S-BESS) have an aggregate energy capacity less than or equal to 150kWh. Designed to produce energy for onsite consumption.
- B. Large-Scale Battery Energy Storage Systems (L-BESS) have an aggregate energy capacity greater than 150kWh and less than or equal to 600kWh and, if in a room or enclosed area, consist of only a single energy storage system technology. Ground-Mounted Large Scale Battery Energy Storage Systems are further defined as those which may be installed in a dedicated use building, within a cabinet, and/or a walk-in unit. Designed to produce energy for onsite consumption.
- C. Utility-Scale Battery Energy Storage Systems (U-BESS) have an aggregate energy capacity greater than 600kWh, are comprised of more than one storage battery technology in a room or enclosed area or are co-located with Solar Energy Systems and other energy generation facilities designed to produce energy for onsite consumption and/or released into the energy grid.

BATTERY SYSTEM'S AREA: Area of battery including required local and state safe operating clearances.

ENERGY CODE: The New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law, as currently in effect and as hereafter amended from time to time.

FIRE CODE: The fire code section of the New York State Uniform Fire Prevention and Building Code adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

HAMLET OF PATTERSONVILLE-ROTTERDAM JUNCTION: A census designated place in Schenectady County, New York, united states.

TOWN OF ROTTERDAM BATTERY ENERGY STORAGE SYSTEM PERMIT: The Town's minimum submittal requirements for electrical and structural plan review applicable to small-scale battery energy storage systems with an aggregate energy capacity less than or equal to 600kWh, based on the 2020 NYSERDA Battery Energy Storage System Model Permit, as may be amended.

UNIFORM CODE: the New York State Uniform Fire Prevention and Building Code adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

The following definition is hereby replaced in entirety and amended, as follows:

SOLAR ENERGY EQUIPMENT AND SYSTEMS: Solar collectors, controls, heat pumps, heat exchangers, and/or other materials, hardware or equipment necessary to the process by which solar radiation is collected, converted into another form of energy, stored, protected from unnecessary dissipation and distributed. Solar systems include solar thermal, photovoltaic and concentrated solar. For energy storage devices, refer to Battery Energy Storage System in this Section.

V. SECTION FIVE - APPLICABILITY

- A. The requirements herein shall apply to all Battery Energy Storage Systems and equipment installations modified or installed after the effective date of this law, excluding general maintenance and repair.
- B. Modifications to an existing Battery Energy Storage Systems that increase the battery system's area by more than 5 percent (exclusive of moving any fencing) from original approval shall be subject to this law.
- C. All Battery Energy Storage Systems shall be designed, erected, and installed in accordance with all applicable codes, regulations, and industry standards as referenced in the NYS Uniform Fire Prevention and Building Code ("Building Code") the NYS Energy Conservation Code, and the Code of the Town of Rotterdam ("Town Code"). Whichever code is more stringent shall govern.
- D. To the extent that any other Town law, rule or regulation, or parts thereof, are inconsistent with the provisions of this law, the provisions set forth in this law shall control only as they pertain to Battery Energy Storage Systems.
- E. Any proposed Battery Energy Storage Systems subject to review by the New York Board on Electric Generation and Siting and the Environment pursuant to Article 10 of the New York State Public Service Law, or the Office of Renewable Energy Siting pursuant to Article 94-c of the Executive Law, shall be subject to all substantive provisions of this law and any other applicable laws, codes, ordinances and regulations of the Town, and any other applicable state or federal laws.

VI. SECTION SIX - PROHIBITED USE –UTILITY-SCALE BATTERY ENERGY STORAGE SYSTEMS

- A. U-BESS failure has the potential to undermine public health, safety and welfare, will potentially be situated in locations without access to water supply for fire suppression, and will overtax the Town's first responders. U-BESS failure and ensuing thermal

runaway and fire can produce a range of toxic gasses and particulates, including several highly toxic compounds including benzene, toluene, styrene, biphenyl, hydrogen fluoride and many others.

U-BESS is a permitted in the I-2 zoning districts.

U-BESS is not permitted in the aquifer recharge zone and tributary areas.

U-BESS is not permitted in the hamlet of Pattersonville-Rotterdam Junction.

Section 6(b). In accordance with the findings set forth in this Section, Article II- Definitions Section 270-5 of the Town of Rotterdam Zoning Law is hereby added, as follows:

USE, PROHIBITED: Within a district, a use that is not listed as a permitted or a special use is a prohibited use. In addition, development within non-conforming uses that are detrimental to the natural environment are specifically prohibited within the Town, including landfills, open mining, strip mining, open composting, salvage or junkyards, debris dumping, open petroleum or chemical tank farms, Tier 3 or Tier 4 Scale Solar systems, and utility-scale battery energy storage systems.

VII. SECTION SEVEN - LARGE-SCALE BATTERY ENERGY STORAGE SYSTEMS AS AN SPECIAL USE

- A. Allowing L-BESS for onsite power consumption in existing districts for B-1, B-2, C-1, and I-1 is permitted as a special use with the understanding that all existing zoning and planning requirements are met as well as the guidelines in this law.

VIII. SECTION EIGHT - UTILITY-SCALE BATTERY ENERGY STORAGE SYSTEMS AS AN ALLOWABLE USE

- A. Allowing U-BESS in existing I-2 is permitted with the understanding that all existing zoning and planning requirements are met as well as the guidelines in this law.

IX. SECTION NINE - GENERAL REQUIREMENTS

A. Applicability:

1. The requirements of this Zoning Law shall apply to all battery energy storage systems permitted, installed, or modified in the Town after the effective date of applicable amendments to this Section, excluding general maintenance and repair.
2. Battery energy storage systems constructed or installed prior to the effective date of applicable amendments to this Zoning Law shall not be required to meet the requirements of this Section.

3. Modifications to, augmentations, retrofits or replacements of an existing battery energy storage system that increase the total battery energy storage system designed discharge duration or power rating shall be subject to this Section.

B. General Requirements:

1. A building permit and an electrical permit shall be required for installation of all battery energy storage systems. The building permit shall be administered in accordance with Town requirements, including this Zoning Law.
2. Issuance of permits and approvals under this Zoning Law shall include review pursuant to the State Environmental Quality Review Act, as appropriate.
3. All Battery Energy Storage Systems and all other buildings or structures that (1) contain or are otherwise associated with a battery energy storage system and (2) are subject to the Uniform Code and/or the Energy Code shall be designed, erected, installed, and operated in accordance with all applicable provisions of the Uniform Code.
4. Application fees. Application for construction of a battery energy storage system shall be subject to the payment of fees in amounts indicated in the Town Schedule of Fees as adopted by the Town Board.

X. **SECTION TEN - SMALL-SCALE BATTERY ENERGY STORAGE SYSTEMS – PERMITTING REQUIREMENTS**

A. Zones Allowed: Allowed by right in all zones.

Applications, Approvals, Fees, and Permits: S-BESS Application and Building Permit. Fees in accordance with the most current version of the Town of Rotterdam Fee Schedule. Systems in a non-residential zone may require site plan reviews under other sections of Town Code.

B. Setbacks:

1. S-BESS shall conform to the setbacks in the subject zoning district. If there is an existing structure and nonconforming with its zone requirements, setbacks for new structures shall conform to the current Town Code.

C. Specific Requirements:

1. S-BESS shall be required to display a permanent plaque or directory placed in an exterior location near the main or front entry of a residence or other structure that is readily visible to firefighters to identify system disconnect location(s). The plaque or

directory shall meet all New York State Building Code standards for reflection, lettering, and color for easy visibility.

XI. SECTION ELEVEN - LARGE-SCALE BATTERY ENERGY STORAGE SYSTEMS – PERMITTING REQUIREMENTS

A. Zones Allowed: Allowed by special use in Zones B-1, B-2, C-1, I-1 and I-2.

B. Applications, Approvals, Fees, and Permits: L-BESS Application and Building Permit Fees shall be in accordance with the most current version of the Town of Rotterdam Fee Schedule. Non-residential systems may require site plan reviews under other sections of Town Code.

C. Setbacks:

1. L-BESS located by special use shall be set back from the property line at a minimum of 100 feet.
2. L-BESS facility areas shall be setback at a minimum of 150 feet from wetlands, ponds, and streams, unless otherwise modified or waived by the Planning Commission of the Town of Rotterdam (“Planning Commission”) upon receiving proper permit from a state or federal regulatory agency.
3. The following may not be subject to required property line setback herein unless otherwise directed by the Town of Rotterdam Planning Commission.
 - a. Access roads proposed from a public road to the fence of a L-BESS facility, including any stormwater management, or other necessary infrastructure installed for the purpose of this access road.

D. Specific Requirements:

1. L-BESS when located outside of a building or structure the L-BESS shall be in a side or rear yard.
2. L-BESS shall be required to display a permanent plaque or directory placed in an exterior location near the main or front entry of the building or structure that is readily visible to firefighters to identify system disconnect location(s). The plaque or directory shall meet all New York State Building Code standards for reflection, lettering, and color for easy visibility.
3. L-BESS shall be required to be self-contained and have a built-in fire extinguishing system supplied by the L-BESS manufacturer.

4. L-BESS shall be allowed only in zoning districts where there is fire hydrants fed from a municipal water supply within 500 feet of the L-BESS batteries unless otherwise modified or waived by the Planning Commission. L-BESS are not allowed in any zoning district without municipal water. L-BESS is prohibited in the hamlet of Pattersonville-Rotterdam Junction.
5. Where site plan approval is required elsewhere in the regulations of the Town for the principal use, the L-BESS shall be subject to site plan review. In its review of the site plan, the Planning Commission shall apply the standards and procedures set forth in Section 11 Review of this local law. Site plan review of L-BESS development shall include review of the adequacy, location, arrangement, size, design, screening, accessibility for emergency response purposes, and general site compatibility of proposed L-BESS.
6. The Planning Commission may require a submission of a noise analysis, an emergency response plan as part of the site plan application, and/or a decommissioning plan. The Planning Commission may require a performance guarantee, in accordance with the provisions of this local law, Section 13.
7. The Planning Commission may require after consultation with the responding fire district that the Applicant and/or Operator of the L-BESS to provide safety and first responder training. The Town may, from time to time, require training of new personnel, and funding, or other mechanism to cause such training to be provided, as determined by the Town, shall be provided by the owner/operator upon request by the responding fire district.
8. Only (1) L-BESS may be located on a single parcel with a minimum of 2 acres.
9. Preconstruction for L-BESS projects shall include well water and ground contamination testing, unless the requirements of this section and the following subsections are otherwise modified or waived by the Planning Commission.
 - a. The applicant, Town, and TDE shall develop a list of potential contaminants that will be tested for, and the location of testing based on the proposed equipment for the L-BESS facility prior to testing.
 - i. List of contaminants that may be tested for includes but is not limited to: sulfuric acid, mercury, nickel, cadmium (known Carcinogen), cadmium telluride, lead, lithium, cobalt, lithium, iron, arsenic, silicon, copper, silver, selenium, copper indium selenide, copper indium gallium, diselenide, (di)selenide, hexafluoroethane, polyvinyl fluoride, PFAS, and any other contaminant

required for testing by the Town, County or State for this type of facility at the time testing takes place.

- b. At the applicant's cost, an escrow account with the Town shall be established to provide an independent third-party testing agency that may provide testing of the Facility Area and of water wells on properties within 1000-ft of the facility area.
 - c. At the applicant's expense, notice shall be given to all property owners within 1000-ft that water well testing is available prior to L-BESS construction at the cost of the L-BESS applicant.
 - d. Pre-construction testing: Initial testing shall take place within 12-months of establishing a special escrow account. Test results for the Participating L-BESS Properties shall be furnished to the Town.
10. L-BESS must have a continuously maintained connection to the municipal water supply, unless otherwise modified or waived by the Planning Commission. The L-BESS application must obtain in writing from the local fire department the type of fire department connection.
11. Unless the requirements of this section and the following subsections are otherwise modified or waived by the Planning Commission, L-BESS shall not be located within one half mile of public structures that are or can be by the Building Code of New York as designated as follows:
- a. Category III – structures that represent substantial hazard to human life.
 - b. Category IV – structures designated as essential facilities.

XII. SECTION TWELVE - UTILITY-SCALE BATTERY ENERGY STORAGE SYSTEMS – PERMITTING REQUIREMENTS

A. Zones Allowed: Allowed by right in Zone I-2.

B. Applications, Approvals, Fees, and Permits: U-BESS development application, site plan, special use permit approval process, and building permit fees shall be in accordance with the most current version of the Town of Rotterdam Fee Schedule.

- 1. A pre-submission conference with the Town is required. The applicant shall provide the opportunity for an on-site visit by any interested Town committee or Town Board members.

C. Setbacks:

1. U-BESS located in zones I-2 shall be set back from the property line at a minimum of 100 feet.
2. U-BESS facility areas shall be setback at a minimum of 150 feet from wetlands, ponds, and streams, unless otherwise modified or waived from this requirement by the Planning Commission upon receiving proper permit from a state or federal regulatory agency.
3. The following may not be subject to required property line setback herein unless otherwise directed by the Town of Rotterdam Planning Commission.
 - a. Access roads proposed from a public road to the fence of a U-BESS facility, including any stormwater management, or other necessary infrastructure installed for the purpose of this access road.

D. Escrow for Review and Operations: U-BESS projects will require more oversight and services by the Town and their selected consultants. In addition to the normal escrow requirements of section 7, the account shall also include adequate funding for any necessary mailings by the Town, construction inspection, annual inspections, and for monitoring during operation of the facility. The escrow account shall be replenished when required by the Town and shall be maintained for the life of the project. Failing to replenish the account will result in enforcement action by the Town or activating the Decommissioning Agreement.

E. Specific Requirements:

1. All applicable requirements listed under Section 9, and all requirements of Section 12 of this Law.
2. The applicant shall disclose the full scope of the planned size of the project, including any other involved municipalities, and shall not segment the application for purposes of reducing the apparent significance of proposed plans. Where the Planning Commission or lead agency for State Environmental Quality Review has substantial proof that the ultimate scope of the project may exceed that which is being proposed by the applicant, it shall conduct its review and base its findings on the larger potential scope.
3. In addition, site plans shall contain the following:
 - a. Location map showing types of existing structures and uses on the site, public roads, and properties with abutting boundaries of the site including any bordering municipalities.

- b. Site plan shall provide surveyed data of abutting properties to the Participating Property parcel(s) showing all principal and accessory buildings (residential and commercial), roads, utilities and private or public wells, and labeling distances from those features to the Participating Property boundary.
- c. Location and description of all U-BESS components, whether on site or off site, all above and below-ground utility lines on the site, transformers, POI, Renewable Energy Electrical Substations when required for project, fencing, laydown, and storage areas to be used as part of construction and other ancillary facilities or structures.
- d. Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, and screening vegetation or structures.
- e. Label all setback distances as required by Town laws;
- f. Part 1 of a Full Environmental Assessment Form for SEQRA.
- g. Upon receipt of an application the Town requires proof of mailing, at the Applicant's expense, a notice of the proposed project to all abutting owners of property to the Participating Property boundaries regardless of municipality. Notices shall contain a summary of the project, a designated contact person, with telephone number, e-mail address, and mailing address from whom information will be available on a going forward basis.
- h. An electrical one-line diagram detailing the, associated components, and electrical interconnection methods, with all disconnects and overcurrent devices identified.
- i. Manufacturer data on all proposed U-BESS components.
- j. Documentation of access to the Facility Area via a lease agreement or other instrument to show the landowner's consent to the project.
- k. Documentation of utility notification, including proof of interconnection agreement. Projects not viable to the utility company shall not be considered by the Planning Commission.
- l. Decommissioning plan, including cost estimate and description and form of financial surety as described in other sections of this law.
- m. Deforestation: Previously cleared or disturbed areas are preferred locations for U-BESS projects.

- n. Unless this section and the following subsections are modified or waived by the Planning Commission, an acoustical noise studies by an independent third-party vendor shall be submitted with the application, which provides analysis of all noise-generating equipment that may be included in the project, including for construction. Noise generated from the U-BESS components and associated ancillary equipment, including but not limited to transformers, inverters, storage devices and substations shall provide for no discernable difference from existing noise levels at property lines. The study shall contain:
 - i. Actual measurements of existing daytime and nighttime ambient noise at the boundary of the participating properties. Ambient noise testing locations and schedule shall be discussed with the Planning Commission before testing takes place.
 - ii. Proposed noise model to predict potential increase in noise from the project for pre-construction and post-construction conditions at both the project boundaries and nearest adjacent receptors (neighboring houses, etc.).
 - iii. Noise studies shall follow industry norms and report their findings using A-weighted methodologies. The Planning Commission may require additional analysis as they deem appropriate and may require noise mitigation or additional setbacks as needed to meet this requirement.
- 4. As part of the Operation, Safety and Maintenance Plan in Section 14 of this Law, the applicant shall document existing firefighting resources near or on the participating properties that may include but not limited to: distance to nearest fire hydrant, dry hydrants, ponds, or other waterbodies for drawing water in emergency situations.
- 5. U-BESS shall not exceed a maximum project size of 5 contiguous acres, unless this requirement is modified or waived by the Planning Commission.
- 6. In addition to Section 12(f)(6) of this Law, required notice to surrounding landowners shall contain a link to a project website, created and paid for by the applicant, which is meant to disseminate information to the public. At the applicant's expense, publication of notice of application shall be made in newspapers designated by the County of Schenectady and Town for the same. Notice shall also be provided to each member of the State and County Legislature in whose district any portion of the proposed U-BESS is in, or which district the project abuts upon.
- 7. Upon submission of an application, the applicant shall conspicuously post signage on the frontage of participating properties at all roads abutting the proposed project and at the proposed entryways/exits to the project. Signage must be of sufficient size to

contain the name of the proposed project, the application number, a rough concept map of the project, and contact information for the developer as well as a proposed project website address. Signage shall be sized and placed at a safe distance from the public roadway as to not interfere with sight distance on the roadway or any adjacent driveways.

8. In addition to Noise Studies requirements under Section 12 of this law, within 90-days of project completion the applicant or facility owner shall conduct a post-construction noise sampling at locations and schedule discussed with the Planning Commission prior to testing. If noise sampling is found to be greater than predictions, the applicant may be required to mitigate the sound to a level sufficient to the Planning Commission. Failure to implement mitigation measures within 90-days of notice will result in enforcement procedures by the Town. The applicant may request one (1) 90-day extension if reasonable evidence that the requested measures cannot be completed in 90-days. Further, violations and penalties of this provision shall be in accordance with other sections of Town Code concerning noise violations. The Town may use the project's escrow account to hire an independent third-party engineer/noise monitor to oversee compliance with noise requirements and the ongoing obligation of the same for the lifetime of the project.
9. At the Planning Commission's discretion, a Road-Use Agreement may be required for the desired traffic route.
10. Preconstruction for U-BESS projects shall include well water and ground contamination testing, unless this requirement and the requirements of the following subsections are modified or waived by the Planning Commission, as follows:
 - a. The applicant, Town, and TDE shall develop a list of potential contaminants that will be tested for, and the location of testing based on the proposed equipment for the U-BESS facility prior to testing.
 - i. List of contaminants that may be tested for includes but is not limited to: sulfuric acid, mercury, nickel, cadmium (known Carcinogen), cadmium telluride, lead, lithium, cobalt, lithium, iron, arsenic, silicon, copper, silver, selenium, copper indium selenide, copper indium gallium, diselenide, (di)selenide, hexafluoroethane, polyvinyl fluoride, PFAS, and any other contaminant required for testing by the Town, County or State for this type of facility at the time testing takes place.

- b. At the applicant's cost, an escrow account with the Town shall be established to provide an independent third-party testing agency that may provide testing of the facility area and of water wells on properties within 1000 feet of the facility area.
 - c. At the applicant's expense, notice shall be given to all property owners within 1000-feet of the facility area that water well testing is available prior to U-BESS construction at the cost of the U-BESS applicant.
 - d. Initial testing shall take place within 12 months of establishing a special escrow account. Test results for the participating U-BESS properties shall be furnished to the Town.
11. Landscape and Screening: Buffers shall use existing vegetation to the fullest extent practicable. If existing vegetation does not provide the desired screening or buffer width it shall be supplemented with new landscaping to form a continuous hedge at least 14 feet in height at planting shall be required and maintained for the life of the project. Berms, solid fencing, and opaque enclosures are the least desirable method of screening but may be proposed in situations where existing or new landscaping for screening is not practical. New landscaping proposed for the project shall be species native to the region and selected by a Registered Landscape Architect. All landscaping and screening methods shall be maintained and replaced as necessary during the life of the project.
12. U-BESS must have a continuously maintained connection to the municipal water supply, unless otherwise modified or waived by the Planning Commission. The U-BESS application must obtain in writing from the local fire department the type of fire department connection.
13. Unless the requirements of this section and the following subsections are otherwise modified or waived by the Planning Commission,, U-BESS shall not be located within one half mile of public structures that are or can be by the Building Code of New York as designated as follows:
- a. Category III – structures that represent substantial hazard to human life.
 - b. Category IV – structures designated as essential facilities.

XIII. SECTION THIRTEEN – REQUIRED AGREEMENTS

The following applies to Utility-Scale Battery Energy Storage Systems (U-BESS), unless any of the requirements or conditions of this section are waived or modified by the Planning Commission:

- A. Road Use Agreement: The applicant shall execute a road use agreement with the Town if Town roads are to be used for the project. Prior to the issuance of the building permit and commencement of construction, an existing condition assessment of the proposed hauling routes using Town roads shall be undertaken by the applicant at the applicant's expense. Any damage to a Town or County Road during construction caused by the operator or its subcontractors shall be repaired or reconstructed to the satisfaction of the Town Highway or County Highway Superintendent at the operator's expense.
- B. Performance Guarantees: The Town will require the applicant or facility owner to provide, prior to construction, a performance bond or cash escrow that names the Town of Rotterdam as the beneficiary, to ensure proper operation and maintenance of all below noted facilities, both during and after construction and until the U-BESS is removed from operation. If the applicant or facility owner fails to properly operate and maintain below noted facilities, the Town, after giving reasonable notice for non-emergencies, may draw upon the account to cover the costs of proper operation and maintenance, including engineering and inspection costs. After which, the account shall be replenished by the applicant or facility owner within 90 days, or else the facility will be considered abandoned, and decommissioning shall be enacted.
1. Facilities for performance guarantees:
 - i. All proposed landscaping and screening for the project in the amount of 50 percent the installed cost.
 - ii. Stormwater management and erosion and sediment control facilities required for the project in the amount of 50 percent the installed cost.
 - iii. Any other facility as part of the proposed project, deemed necessary for inclusion to this section by the Planning Commission.
- C. Decommissioning: The applicant shall execute a decommissioning agreement and financial surety as described in Section Fourteen of this law.
- D. Indemnification: The applicant system shall execute an indemnification agreement with the Town. The agreement shall require the applicant/owner/operator to at all times defend, indemnify, protect, save, hold harmless and exempt the Town and its officers, councils, employees, attorneys, agents and consultants from any and all penalties, damages, costs or charges arising out of any and all claims, suits, demands, causes of action or award of damages whether compensatory or punitive, or expenses arising there from either at law or in equity, which might arise out of or be caused by the placement, construction, erection, modification, location, equipment's performance, use, operation, maintenance, repair, installation, replacement, removal or restoration of

said U-BESS, excepting however any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the Town or its employees or agents. With respect to the penalties, damages or changes referenced herein, reasonable attorneys' fees, consultant fees and expert witness fees are included in those costs that are recoverable by the Town.

E. Payment in-lieu of Taxes: The applicant shall enter into an agreement for a payment in lieu of taxes (PILOT) with the Town Board pursuant to Real Property Tax Law Section 487. This PILOT agreement shall be reviewed and approved by the Town Board. A PILOT agreement executed with the county IDA, acceptable to the Town Board, in its sole discretion, for the U-BESS may serve to meet the requirements of this section.

1. No building permit shall be issued, or construction commenced for a U-BESS until such time as the PILOT agreement has been executed by all parties and recorded at the Office of the County Clerk.
2. The PILOT shall run to the benefit of the Town and School District and be executed by the operator and the owners of the real property upon which the U-BESS is to be located, and such signatures be notarized in such a way that allows the PILOT agreement to be recorded at the Office of the County Clerk. Prior to commencement of construction, the PILOT agreement shall be recorded at the Office of the County Clerk as a lien on the property and indexed against the property/properties upon which the U-BESS is to be constructed. The intent of this provision is so that should the operator of the U-BESS default with regard to the PILOT agreement, such obligation will become the responsibility of the then owner of the property upon which the U-BESS is sited and failure to satisfy the terms of such agreement will permit the Town to enforce such agreement against the owner.

XIV. SECTION FOURTEEN – SYSTEM OPERATIONS AND SAFETY

The following applies to Large-Scale Battery Energy Storage Systems (L-BESS) and Utility-Scale Battery Storage Systems (U-BESS), unless any of the requirements or conditions of this section or any subsection are waived or modified by the Planning Commission or noted otherwise herein.

A. Operation, Safety and Maintenance Plan: The applicant shall submit a comprehensive operation, safety and maintenance plan that addresses the following:

1. Contains an executive summary sheet at the front of the document which clearly shows the following:
 - a. Facility owner information and contact, both phone and current email address.

- i. Landowner information and contact, both phone and current email address.
 - ii. An emergency contact phone number for a competent person who can be to the facility within one (1) hour or less notice. The individual shall have access to the facility gates, knowledge of the site and be able to quickly identify electrical disconnect locations.
 - iii. An emergency contact at the Utility Company associated with the L-BESS or U-BESS.
 - iv. Contact information for the company or individual responsible for regular maintenance and landscaping of the site.
- 2. Describes continuing maintenance and upkeep for L-BESS or U-BESS, as well as design, construction, installation, testing and commissioning information and shall meet all requirements set forth in the Uniform Code and all applicable codes and the additional items below:
 - a. Procedure for how damaged or malfunctioning equipment shall be identified, isolated, removed, replaced, or repaired from the site within 30 days of discovery or notification of problem at the expense of the developer, ATIMA/ISAOA.
 - b. Description of internally located components for temperature monitoring, self-extinguishing fire system and off gassing monitoring. Method for how this equipment will be maintained, tested and inspected yearly or more frequently if required by the manufacturer.
 - c. System equipment, grounds, fencing and buffer areas shall be maintained in good condition by the operator.
 - d. Only DEC approved cleaning products applied by DEC approved applicators are allowed.
- 3. The applicant shall prepare an Emergency Operations Plan in cooperation with Town emergency service providers, which will become part of the Operation, Safety and Maintenance Plan. A copy of the approved plan shall be given to the system owner, the local fire department, and local fire code official. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials and emergency responders. The emergency operations plan shall include the following information:

- a. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.
- b. Procedures for inspection and testing of associated alarms, interlocks, controls, temperature monitoring, self-extinguishing fire suppression system and off gassing monitoring.
- c. Procedures to be followed in response to notifications from the L-BESS or U-BESS that, when provided, could signify potentially dangerous conditions, including shutting down equipment, summoning service, and repair personnel, and providing agreed upon notification to fire company personnel for potentially hazardous conditions in the event of a system failure. All means of shutting down the L-BESS or U-BESS shall be clearly marked.
- d. The property must be inspected after a National Weather Service designation of a Severe Weather event to ensure that the property did not sustain damage. Reports of said inspection shall be filed with the Town Building Inspector.
- e. Emergency procedures to be followed in case of fire, explosion, release of liquids, oils, or vapors, damage to critical moving parts, or other potentially dangerous conditions.
- f. Response considerations similar to a material safety data sheet (MSDS) that will address response safety concerns and extinguishment when an MSDS is not required.
- g. Procedures for dealing with L-BESS or U-BESS equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged equipment from the facility. System owner shall provide guaranteed non-emergency and emergency response times of a qualified subject matter expert to the DPW and local emergency responders.
- h. Other procedures as determined necessary by the Town to provide for the safety of occupants, neighboring properties, and emergency responders.
- i. Procedure to the Town officials and emergency responders on how to inspect components that perform the temperature monitoring, self-extinguishing fire suppression system and off gassing monitoring.

- j. Procedures and schedules for conducting drills of these procedures and for training local (all agencies within 15 miles) emergency responders on the contents of the plan and appropriate response procedures. Training shall be taught by a New York State certified instructor, performed annually, and shall include local and mutual aid emergency responders. Training and specialty equipment shall be paid for by the developer, ATIMA/ISAOA.
 - k. The system owner shall notify the local fire department, county emergency management office and the Town building inspector at least one week prior to any scheduled maintenance or equipment swap out.
 - l. In the event of a fire, all contaminated soil must be removed and disposed of properly, in accordance with all applicable laws. After 72 hours and every month for a minimum of 12 months after an emergency event the test wells on the site shall be tested for contaminants. If contaminants are detected testing will continue until the test results return back to predevelopment test well levels.
- B. Consultation with Town Emergency Services: The applicant shall arrange an on-site meeting with the fire department having primary coverage of the project area and any other associated emergency service provider or Town department, to review the components of the system, safety issues and procedures for emergency response. This shall include details on the location of labeled warnings, access to the site, and emergency disconnection of the system. A draft version of the Operation, Safety and Maintenance Plan described above shall be made available to attendees of this meeting at least seven (7) calendar days before. The applicant shall take feedback from attendees and amend the Operation, Safety and Maintenance Plan as needed.
- C. Ownership Changes: If the owner or operator of the L-BESS or U-BESS changes or the owner of the property changes, all requirements of the permit or special use permit shall remain in effect. Approval to operate the system shall continue, provided that the successor owner or operator assumes in writing all the obligations of the special use permit, site plan approval, decommissioning plan, security, escrow, and any other binding agreements. Both the new owner or operator of the L-BESS or U-BESS and the preceding owner shall notify the Code Enforcement Officer and the Town Supervisor of such change in ownership or operator 30 days prior to the ownership change. All the terms set forth herein shall be binding on developers, ATIMA/ISAOA.
- D. Annual Report/Inspection: On a yearly basis, the L-BESS or U-BESS owner shall provide the Town reports showing the following information: rated capacity of the energy charges and discharge (kWh) totals provided to the grid or end user and a report of the inspection of the components that perform the temperature monitoring, self-

extinguishing fire suppression system and off gassing monitoring. The reports shall be submitted no later than 30 days after the end of the calendar year. Additionally, an applicant/operator shall hire an independent, third-party engineer/inspector approved by the Town to oversee compliance with site and operational requirements and the ongoing obligation of the same for the lifetime of the project. The engineer/inspector shall perform a site inspection if a complaint regarding the U-BESS and any of its components is made to the Town of Rotterdam Code Enforcement Officer. Annual inspections of the completed U-BESS shall be performed at the expense of the developer, ATIMA, ISAOA.

- E. Project Changes: Any changes and/or augmentation to the U-BESS that occur after final approval from the Planning Commission, except for immaterial modifications as defined herein, shall be done by amendment to the special use permit only and shall be subject to the requirements of this law. Unless expressly limited by a condition imposed in the permit, the Code Enforcement Officer, or other Town designee may, during project construction, allow immaterial modifications to the design of the project as represented in the final set of site plans reviewed by the Planning Commission. Such immaterial modifications shall only be allowed in response to a written request by the applicant. All such requests shall be addressed to the authorized Town designee, with copies to the Chairman of the Planning Commission, and the TDE.

F. Insurance:

1. Unless modified or waived by the Planning Commission, the applicant or facility owner shall agree to secure and maintain for the duration of the project, public liability insurance as follows:
 - a. Commercial general liability covering personal injuries, death and property damage: \$10,000,000 per occurrence, \$20,000,000 aggregate, which shall specifically include the Town and its officers, councils, employees, attorneys, agents and consultants as additional named insured.
 - b. Umbrella coverage: \$300,000,000.
2. Insurance Company: The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with at least a Best's rating of "A".
3. Insurance Policy Cancellation: The insurance policies shall contain an endorsement obligating the insurance company to furnish the Town with at least 30 days prior written notice in advance of cancellation.

4. Insurance Policy Renewal: Renewal or replacement policies shall be delivered to the Town at least 15 days before the expiration of the insurance that such policies are to renew or replace.
5. Copies of Insurance Policy: No more than 15 days after the grant of the permit and before construction is initiated, the permit holder shall deliver to the Town a copy of each of the policies or certificates representing the insurance in the required amounts.
6. Certificate of Insurance: A certificate of insurance that states it is for information purposes only and does not confer sufficient rights upon the Town shall not be deemed to comply with this law.
7. Construction Inspection: The escrow account required herein shall be used to provide inspection by a Town engineering consultant during construction of the U-BESS. Work shall remain accessible and exposed until inspected and accepted by the town's consultant. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the permit holder shall be notified as to how the work fails to comply with the Uniform Code or conditions of the special use permit. Work not in compliance shall remain exposed until brought into compliance, reinspected, and found satisfactory as completed. During construction, the Town Building Inspector/Code Enforcement Officer can issue a stop order at any time for violations of the special use permit.
8. Operational Inspection: Upon 24 hours advance notice to the owner/operator or designated contact person, the Town of Rotterdam Code Enforcement Officer/Building Inspector or his or her designee may enter the U-BESS to verify compliance with any requirements or conditions. The U-BESS shall be inspected by a New York State licensed professional engineer, under contract with the Town and paid by the escrow account required herein, to ensure that it is operating according to the conditions of the special use permit. Such inspections shall be done annually, and at any other time, upon a determination by the Town's Building Inspector that damage may have occurred. The engineer shall file an inspection report with the Town Code Enforcement Officer/Building Inspector. All recommendations for maintenance and repair contained in said report shall be completed by the operator within a written schedule agreed on by the Code Enforcement Officer/Building Inspector.
9. Groundwater Testing: For U-BESS, Unadulterated soil samples shall be taken at 4 corners of the proposed site. Testing shall utilize 4-foot-deep holes, with testing at 2-foot increments. One monitoring test well hole shall be at the lowest elevation on the site. In the event groundwater contamination occurs because of the U-BESS, the

operator, at its sole expense, shall provide a reliable alternative water source and address the contamination in accordance with all legal requirements.

XV. SECTION FIFTEEN – ABANDONMENT OR DECOMMISSIONING OF SYSTEMS

The following applies to Utility-Scale Battery Energy Storage Systems (U-BESS). Unless the requirements or conditions under this Section or any following subsection are modified or waived by the Planning Commission, a proposed Decommissioning Agreement shall be provided by the applicant and approved by the Town Board. No building permit shall be issued for a U-BESS until the Decommissioning Agreement has been executed and financial surety provided as set forth below.

A. Cause to Implement Decommissioning Plan.

1. If a U-BESS ceases to perform its originally intended function for more than 12 months or is considered abandoned by the Code Enforcement Officer for lack of maintenance and other provisions of this law, the Code Enforcement Officer shall notify the owner and/or operator of the facility to implement the decommissioning plan. Within 180 days of notice being served, the facility owner shall either restore operation or complete implementation of the decommissioning plan. If the owner and/or operator fails to fully implement the decommissioning plan within the 180-day time period and restore the site to original conditions as required, the Town may implement the decommissioning plan in accordance with the law, and recover all expenses incurred for such activities from the financial surety described in other sections of this law, and if required, from the defaulted facility owner.
2. If the applicant begins and does not complete construction within eighteen (18) months after receiving final site plan approval, the decommissioning plan may be implemented unless the facility owner can show to the satisfaction of the Code Enforcement Officer good cause as to why this time should be extended for a maximum of 6 months. At which time if the facility is not fully constructed and operating, the Code Enforcement Officer may implement the decommissioning plan in accordance with this law.

B. Decommissioning Plan: The plan shall be submitted as part of the application to the Planning Commission. The decommissioning plan that ensures that the site will be restored to a useful, nonhazardous condition without delay, including but not limited to the following provisions:

1. The removal of the U-BESS within the from the facility area, including but not limited to all above and subsurface structures, electrical equipment, wires, footings, ground anchors, cables, utility poles, point of interconnection, concrete, switch gears,

transformers, fencing, renewable energy electrical substations, inverters, roadways, stormwater management features, roadways, etc.

2. Compacted portions of the site shall be decompacted and excavations shall be backfilled to restore the site. Restoration of the original surface grade and topsoil installation after removal of the facility.
3. Revegetation of restored topsoil areas with native seed mixes, excluding any invasive species.
4. The cost of removing the entire U-BESS based upon prevailing wages and any other requirements applicable to municipalities under state or federal law.
5. No salvage value shall be attributed to any of the components of the U-BESS.
6. A schedule and methods for the removal of the U-BESS, including any ancillary structures.
7. A plan for restoring the property to its pre-installed condition, including grading and vegetative stabilization to eliminate any negative impacts to surrounding properties, and, where if it was previously used for farming, with vegetation suitable for farming purposes, i.e. a hay field, crops, or grazing.

C. Financial Surety

1. Financial Surety shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal of the U-BESS and restoration of the site subsequent to removal.
2. Prior to the issuance of a building permit and every five (5) years thereafter, the U-BESS owner shall file with the Town evidence of financial security to provide for the full cost of decommissioning and removal of the U-BESS in the event the system is not removed by the system owner. Evidence of financial surety shall be in effect throughout the life of the system and shall be in the form of an irrevocable letter of credit or other security acceptable to the Town Board. The irrevocable letter of credit shall include an automatic extension provision, to be issued by an A-rated institution solely for the benefit of the Town, substantially in the form attached hereto as Exhibit A.
3. The amount of the financial surety shall be 150 percent of the estimated cost of removal of the U-BESS and restoration of the property, with an escalator of 2 percent annually (or Consumer Price Index change if more than the annual escalator of 2 percent) for the life of the Utility-Scale Battery Energy Storage Systems and shall not

consider the net salvage value of any such project components. The financial surety established by the agreement shall not be subject to disclaimer or rejection in a bankruptcy proceeding. The amount of the surety shall be determined and certified by the applicant's engineer and shall be reviewed by the TDE. The amount of the surety may be adjusted by the Town during each five (5) year review as required.

4. In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the security shall be forfeited to the Town, which shall be entitled to maintain an action thereon. The financial surety shall remain in full force and effect until 90 days after the restoration of the property, as set forth in the decommissioning plan, is completed.
5. Any cost incurred by the Town that exceeds funding available to them from financial surety, which cannot be recovered from the defaulted facility owner, shall be assessed against the property, in a manner appropriate by law, and in the form of tax, lien or other available method enforceable by the Town.

XVI. SECTION SIXTEEN – PUBLIC USE

A Battery Energy Storage System shall not be considered a Public Utility Use.

XVII. SECTION SEVENTEEN - SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

XVIII. SECTION EIGHTEEN – EFFECTIVE DATE

This local law shall take effect immediately upon the filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.



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 PC 52-2025

Moved by Ms. Flansburg seconded by Ms. Ciampino

Applicant: Town of Rotterdam

**Resolution Adopting a Report and Positive Recommendation on
The Adoption of Battery Energy Storage System code**

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has forwarded a proposed amendment to Chapter 270, entitled "Zoning," to enact Local Law No. ____ of the Year 2025 entitled, "Battery Energy Storage System,"; and

WHEREAS, the Town Board referred the proposed amendment to the Zoning Code of the Town of Rotterdam ("Zoning Code") to the Rotterdam Planning Commission ("Planning Commission") on August 13, 2025, for a report and recommendation thereon; and

WHEREAS, the Chair of the Planning Commission introduced the proposed amendment to the Planning Commission at its regularly scheduled meeting held on August 19, 2025, and the Planning Commission tabled action on this matter with an additional discussion with the Town Board appointed Energy Advisory Committee ("EAC") on September 16, 2025; and

WHEREAS, the Planning Commission reviewed the proposed amendment at its regularly scheduled meetings held on August 19, 2025, and September 16, 2025; and

WHEREAS, the Planning Commission has deliberated on the proposed amendment;

NOW, THEREFORE, upon motion of Member Flansburg, seconded by Member Ciampino;

BE IT RESOLVED, by the Planning Commission as follows:

The Planning Commission hereby adopts the following as its report on the proposed Zoning Code amendment:

1. Town Board referred the local law to the Planning Commission on August 13, 2025, and the Planning Commission reviewed the local law at the August 19, 2025, meeting, conducted a workshop with members of the EAC, Attorney for the Town ("Town Attorney"), and Planning Commission members on September 16, 2025.

As part of the Planning Commission report and recommendation, the Planning Commission directed the Town Attorney to incorporate the notes from the August 19, 2025, workshop as well as the comments from Planning Commission members for consideration at their September 16, 2025, meeting. The comments included the following:

- A. Feedback on the proposed amendment was received from NYSERDA and Zenobe Americas Inc. and reviewed by the Planning Commission.
- B. Feedback from the EAC on NYSERDA's comments to the proposed amendment was received and reviewed by the Planning Commission.
- C. Noted that surrounding communities have prohibited Battery Energy Storage Systems outright.
- D. Recognition by the Planning Commission that the New York State Office of Renewable Energy Siting may consider siting BESS in the Town in the future and it would be a benefit to the Town enact the proposed amendment to protect Town interests in that potential eventuality.
- E. Recommendation by Town Attorney to keep language in Section 2 Legislative Intent and Purpose in order to provide justification of the Town's reasonable interests in enacting the proposed amendment in case of legal challenge.
- F. Recommendation by Planning Commission that the proposed amendment be considered a "living document," due to the speed and nature of technology changes could pose unknown future challenges. If enacted, the Planning Commission recommends a review of the proposed amendment every two years to ensure applicability and comprehensiveness.
- G. Unanimous agreement among the Planning Commission that the Rotterdam Aquifer, a section of the Great Flats Aquifer, is the most critical assets in the Town and requires significant protection from BESS siting.
- H. The Planning Commission notes that there is interest in siting 100MW of Battery Energy Storage Systems in the vicinity of Gordon Road substation, which sits over the Rotterdam Aquifer and water well heads.
- I. The Planning Commission notes that accidents and fires involving Battery Energy Storage Systems in other communities have led to an environmentally compromised water supply.
- J. As water contamination can have unknown long-term effects on a community, the Planning Commission recommends a stringent law that advocates for the prevention of water contamination in the Rotterdam Aquifer and throughout the Town community.
- K. The Planning Commission recommends that PILOT programs be permissive and not required due to known future changes in the method of calculating the total payments to the Town that may not be favorable to the Town's economic interest.
- L. The Planning Commission reviewed the four-page summary of information submitted from American Clean Power and determined that the information was not comprehensive or properly sourced in its assessment of the potential impacts of fires at Battery Energy Storage System facilities.
- M. The Planning Commission reviewed the recommendations of NYSERDA and EAC feedback and concluded that the principal concern of the Planning Commission in review of the proposed amendment was community safety, which aligned with EAC feedback.
- N. The Planning Commission heard feedback from the Senior Town Planner and Town Attorney that the proposed amendment often does not allow for modification or waiver of many requirements by the Planning Commission.
- O. The Town Attorney was requested to provide comments on the proposed amendment with a focus on providing the Planning Commission the ability to modify or waive various requirements in the proposed amendment, which Town Attorney comments were completed on September 18, 2025.

2. Subject to the considerations set forth in Paragraph 3, below, the Planning Commission hereby adopts a **positive recommendation** on the proposed amendment to Chapter 270, entitled “Zoning” to enact Local Law #___ of the year 2025 entitled “Battery Energy Storage System”.
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.

<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Kimberly Ricker-Scannell	X	
Danielle Ciampino	X	
Wayne Calder	X	
Clark Collins	X	
Joseph Signore	X	
Lynn Flansburg	X	
Joseph Miglucci	X	


Peter J. Comenzo
Senior Planner


Kimberly Ricker Scannell
Planning Commission Chairman

RESOLUTION NO. 357.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH NEAR ME EXTERIORS
FOR WINDOW CLEANING AT TOWN HALL**

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 Near Me Exteriors, located at 13 Green Mountain Drive, Cohoes, New York 12047, for professional window cleaning services, inside and outside of Rotterdam Town Hall, twice a year for 2 year term, in the total amount not to exceed seven thousand six hundred forty three and 00/100 (\$7,643.00) dollars.

SECTION 2. This resolution shall become effective November 12, 2025.

DATED: November 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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: November 5, 2025

TO: Mollie Collins, Town Supervisor

FROM: Charles Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Professional Window Cleaning Services

TOWN BOARD MEETING: November 12, 2025

Background Information: The Town of Rotterdam is in need of window cleaning services for Town Hall.

Evaluation/Analysis: Near Me Exteriors was the lowest quote to provide window cleaning for Town Hall twice a year for 2 (Two) years.

Recommendation(s): Authorize the professional cleaning of the windows inside and out twice a year for 2 years not to exceed \$7,643.00.

Attachment/Document(s): Quotes from Exquisite Exteriors, LLC and Near Me Exteriors.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY:



Near Me Exteriors

13 Green Mountain Drive | Cohoes, New York 12047
(518) 491-0341 | contact@nearmeexteriors.com |
<https://nearmeexteriors.com/>

RECIPIENT:

Town of Rotterdam Office

1100 Sunrise Boulevard
Rotterdam, New York 12306
Phone: 5183557575 ext 340

Estimate #156

Sent on

Oct 29, 2025

Total

\$7,643.00



Overview

At Near Me Exteriors, we are committed to providing a transparent and straightforward process to meet your exterior home improvement needs. Should you have any questions, please do not hesitate to reach out; we are here to assist you.

Please approve the estimate below if everything looks good, if not, please request changes for the quote which can be found below as well, we look forward to helping with your exterior home improvement needs!

Product/Service	Description	Qty.	Unit Price	Total
Service 1: Professional Window Cleaning (complete servicing)	Our window cleaning service employs a comprehensive and professional approach that meticulously cleans the exterior, interior, and screens, guaranteeing a spotless window with each service.	171	\$16.50	\$2,821.50
Service 1: Lift Rental Cost (2 days)	Cost of the lift equipment rental for the duration of the project	2	\$500.00	\$1,000.00
Service 2: Professional Window Cleaning (complete servicing)	Our window cleaning service employs a comprehensive and professional approach that meticulously cleans the exterior, interior, and screens, guaranteeing a spotless window with each service.	171	\$16.50	\$2,821.50
Service 2: Lift Rental Cost (2 days)	Cost of the lift equipment rental for the duration of the project	2	\$500.00	\$1,000.00



Near Me Exteriors

13 Green Mountain Drive | Cohoes, New York 12047
(518) 491-0341 | contact@nearmeexteriors.com |
<https://nearmeexteriors.com/>

Total

\$7,643.00

Images

View online <https://l.jbbr.io/2uivSXq>



Reviews

Teri Bruce



I work at a law firm that is on the 2nd floor and it is all windows! Near Me Softwash took on the job and made all 100 windows inside and out sparkle! They are meticulous and very professional. A real pleasure to do business with. They let me know how things were going every step of the way. I would highly recommend!!!

Marc Weiss



I recently hired Near Me Exteriors for a soft wash service on my house, and I couldn't be happier with the results! From start to finish, their team was professional, punctual, and incredibly thorough. The crew arrived on time with top-notch equipment and got to work right away. They were meticulous, paying attention to every detail—from the siding and windows to the fence. My house looks brand new, with all the grime, mildew, and dirt completely gone. Not only did they do an outstanding job, but they were also respectful of my property, cleani...

John F



Ben and his partner did an outstanding job with our roof's softwash process. It removed some mold at our peak and cleaned it up very well. We are now looking at their other product line of exterior accent lighting around our roof perimeter. While they may be young their professionalism is very impressive and they have a commitment to us as customers. We highly recommend their services!



Near Me Exteriors

13 Green Mountain Drive | Cohoes, New York 12047
(518) 491-0341 | contact@nearmeexteriors.com |
<https://nearmeexteriors.com/>

We invite you to explore our company and the range of services we offer by visiting our website linked below:

<https://nearmeexteriors.com/>

This quote is valid for the next 15 days, after which values may be subject to change.

Signature: _____ Date: _____



Exquisite exteriors llc

1100 Sunrise Blvd
Rotterdam, NY 12306

(518) 355-7575
Jkeith@rotterdamny.org

ESTIMATE	#714-2
ESTIMATE DATE	Oct 28, 2025
TOTAL	\$10,100.00

CONTACT US
23 Locust Ave
Troy, NY 12180

(518) 410-7339
exquisiteexteriors1@gmail.com

ESTIMATE

Services	qty	unit price	amount
Window cleaning services All windows cleaned inside and out	2.0	\$3,250.00	\$6,500.00

Services subtotal: \$6,500.00

Materials	qty	unit price	amount
Lift rental (per service)	2.0	\$1,800.00	\$3,600.00

Materials subtotal: \$3,600.00

Subtotal	\$10,100.00
Tax (albany 8%)	\$0.00

Total **\$10,100.00**