MEETING OF THE
ROTTERDAM TOWN BOARD

December 10, 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
PRESENTATIONS
PUBLIC HEARING

1. 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. Pg. 4
2. 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". Pg. 10
3. The Increase and Improvement of the Facilities of the Rotterdam Consolidated Sewer District No. 7, in the Town of Rotterdam, Schenectady County, New York. Pg. 41

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

358.25 Accepting Town Board Meeting Minutes. Pg. 49

359.25 To appoint Debra Butler to the position of Assessor. Pg. 88

360.25 To appoint Shawn Pryba to the position of Wastewater Treatment Plant Operator. Pg. 94

361.25 To accept revenue for Town Clerk's office for November 2025. Pg. 100

362.25 To approve budget transfers to the 2025 budget. Pg. 106

363.25 Authorize the Supervisor to negotiate and execute a Memorandum of Understanding with CSEA. Pg. 109

364.25 To negotiate and execute an agreement with Hovak Enterprises, LLC for consulting and technical IT services. Pg. 111

365.25 To declare Water/Sewer vehicles obsolete. Pg. 116

366.25 To negotiate and execute an agreement with Trane U.S. Inc. for Town Hall VAV-6 Payroll Replacement. Pg. 119

367.25 To authorize the Town Comptroller to return escrow funds to Leece Development Company LLC for the Whispering Pines Senior Living Community Pump Station. Pg. 128

368.25 To authorize the Supervisor to negotiate and execute an industrial wastewater discharge permit with ELANTAS North America LLC. Pg. 133

369.25 To authorize healthcare insurance contracts for 2026. Pg. 145

370.25 To authorize property and casualty insurance renewal agreements for 2026. Pg. 160

371.25 To award bid for police uniforms and equipment. Pg. 210

ORDER 5.25 The Increase and Improvement of Facilities of the Rotterdam Consolidated Sewer District No. 7 in the Town of Rotterdam, Schenectady County, New York. Pg. 227

372.25 A Resolution authorizing the issuance of $114,850 bonds of the Town of Rotterdam, Schenectady County, New York, to pay the cost of the increase and improvement of the facilities of the Rotterdam Consolidated Sewer District No. 7, in the Town of Rotterdam, Schenectady County, New York. Pg. 231

373.25 To authorize the Supervisor to negotiate and execute a memorandum of agreement with the Rotterdam Police Chief's Association. Pg. 240

374.25 To enact Local Law No. 9 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. Pg. 242

375.25 To authorize the Town Supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the new job title of Senior Motor Equipment Operator (Heavy) II. Pg. 249

376.25 To amend Resolution 66.25 of the year 2025; To appoint individuals to various part time positions and duties for the calendar year 2025. Pg. 257

377.25 Authorizing the Town Supervisor to negotiate and execute an amendment to CSX Agreement No. NYC042530 and remit required payment. Pg. 258

378.25 To schedule a Special Meeting of the Town Board. Pg. 279

379.25 Call for bids for Wastewater Treatment Plant Improvements Project: Contract No. 1A – General Construction, Contract No. 1B – Electrical Construction and Contract No. 1C - Mechanical Construction. Pg. 282

380.25 Resolution adopting Local Law No. __ of 2025 to adopt new article of Chapter 270, Zoning, of the Town Code, relating to "Battery Energy Storage Systems". Pg. 300

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION

- Personnel Matter regarding employee 12102025A
- Personnel Matter regarding employee 12102025B

ADJOURNMENT
Mollie A. Collins, Supervisor

PUBLIC HEARING #1

12/10/25

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.

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.

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

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 **GALLUCCI,** 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 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	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 November 12, 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 November 17, 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:	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

PUBLIC HEARING #2

12/10/25

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".

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

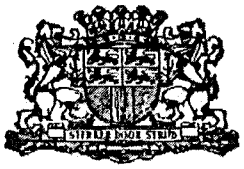
A Battery Energy Storage System shall not be considered a Public Utility Use.

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.

Member	Aye	Nay
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

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

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 **GALLUCCI**, seconded by Councilmember **MASTROIANNI,**

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	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 November 12, 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 November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady County, NY

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

PUBLIC HEARING #3

12/10/25

The Increase and Improvement of the Facilities of the Rotterdam Consolidated Sewer District No. 7, in the Town of Rotterdam, Schenectady County, New York.

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, November 12, 2025, at 7:00 p.m., the following ORDER was duly adopted:
51130-2-707

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York on November 12, 2025, at 7:00 o'clock P.M., Prevailing Time.

ORDER 4.25

PRESENT:

Mollie A. Collins
Supervisor

Jack Dodson
Councilman

Joe Mastroianni
Councilman

Teri Gallucci
Councilwoman

Ronald Schlag
Councilman

In the Matter of The Increase and Improvement of the Facilities of the Rotterdam Consolidated Sewer District No. 7, in the Town of Rotterdam, Schenectady County, New York	ORDER CALLING PUBLIC HEARING

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York, has caused to be prepared a map, plan and report, including an estimate of cost, pursuant to Section 202-b of the Town Law and Article 17-A of the General Municipal Law, relating to the increase and improvement of the facilities of the Rotterdam Consolidated Sewer District No. 7, in

the Town of Rotterdam, Schenectady County, New York (the "Sewer District"), being costs associated with engineering and related costs of the consolidated sewer system capital project, including incidental expenses in connection therewith, at a maximum estimated cost of $114,850; and

WHEREAS, said capital project, as proposed, has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which it has been determined, will not have a significant adverse impact on the environment; and

WHEREAS, it is now desired to call a public hearing on the question of the increase and improvement of the facilities of said Sewer District, in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law; NOW,

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

IT IS HEREBY ORDERED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. A public hearing will be held in the Town Hall, 1100 Sunrise Boulevard, Schenectady, New York, on December 10, 2025, at 7:00 o'clock P.M., Prevailing Time, on the question of the increase and improvement of the facilities of the Rotterdam Consolidated Sewer District No. 7, in the Town of Rotterdam, Schenectady County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper, and

also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

Section 4. This Order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

DATED: November 12, 2025

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

The order was thereupon declared duly adopted.

* * * * * * *

CERTIFICATION FORM

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

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on November 12, 2025.
2. That such meeting was a regular meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting ***(the meeting at which the proceeding was adopted)*** was caused to be given **PRIOR THERETO** in the following manner:

   PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

   POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this November 12, 2025.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County N.Y.
CORPORATE SEAL

Diane M. Marco

Diane M. Marco
Town Clerk

AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York, DEPOSE AND SAY:

That on the 12th day of November 2025, I caused to be posted on the official signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of Public Hearing which was a part of an Order adopted by the Town Board of said Town on November 12, 2025.

A true and correct copy of such Notice of Hearing is attached hereto.

Diane M. Marco

Diane M. Marco
Town Clerk

Sworn to before me this 13th day
of November 2025.

Kelsey Lynn Cappello
Notary Public

KELSEY LYNN CAPPELLO
Notary Public, State of New York
Certified Schenectady County
#01CA0007084
Commission Expires: 5/9/2027

NOTICE OF PUBLIC HEARING
ROTTERDAM CONSOLIDATED SEWER DISTRICT NO. 7
OF THE TOWN OF ROTTERDAM

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Rotterdam, Schenectady County, New York, will meet in the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York 12306, on December 10, 2025, at ___:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a certain map, plan and report, including an estimate of cost, in relation to the proposed increase and improvement of the facilities of the Rotterdam Consolidated Sewer District No. 7, in said Town, being costs associated with engineering and related costs of the consolidated sewer system capital project, including incidental expenses in connection therewith, at a maximum estimated cost of $114,850.

Said capital project has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, it has been determined, as such will not result in any significant environmental impact. SEQRA compliance materials are available in the office of the Town Clerk where they may be inspected during regular office hours.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Schenectady, New York,
November 12, 2025.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK

Diane M. Marco
Town Clerk

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing ORDER was approved by the Town Board Meeting of the Town of Rotterdam on November 12, 2025, and that the foregoing ORDER is a true and correct transcript of the original ORDER and of the whole thereof and that said ORDER 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 November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 358.25

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 12, 2025, Town Board meeting as attached.

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

DATED: December 10, 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 17, 2025
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST**:** To adopt meeting minutes from November 12, 2025, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: December 10, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: December 10, 2025

Background Information: Attached. To adopt the meeting minutes of the November 12 ,2025, Town Board Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of December 10, 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 17, 2025

Certified Resolutions: #343.25-#357.25 and Order #4-2025 for the year 2025 was duly adopted at the Town Board Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York, 12306 that was held Wednesday, November 12, 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. Motion #23 was made by Councilmember Dodson and seconded by Councilmember Gallucci. The Town Board meeting began at approximately 7:00 p.m. Motion #24 was made by Councilmember Dodson and seconded by Councilmember Mastroianni. The Town Board went into executive session at approximately 7:40p.m. and exited executive session at approximately 7:54pm and continued the Town Board Meeting. The Town Board Meeting was adjourned at approximately 7:56 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

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. 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

MOTIONS

23.25 I make a motion to add Order #4-2025 to the agenda.

24.25 I make a motion to go into executive session.

ORDERS

4.25 Order calling Public Hearing in the matter of the increase and improvement of the facilities of the Rotterdam Consolidated Sewer District No. 7, in the Town of Rotterdam, Schenectady County, New York.

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

ORDERS

4.25 Order calling Public Hearing in the matter of the increase and improvement of the facilities of the Rotterdam Consolidated Sewer District No. 7, in the Town of Rotterdam, Schenectady County, New York.

LIAISON REPORTS
MISCELLANEOUS
ADJOURNMENT
Mollie A. Collins, Supervisor

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, November 12, 2025, at 7:00 p.m., the following Motion was duly adopted:

MOTION 23.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add Order #4 to the agenda.

DATED: November 12, 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 motion passed to add Order #4 by the Town Board of the Town of Rotterdam on November 12, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County NY

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, November 12, 2025, at 7:00 p.m., the following Motion was duly adopted:

MOTION 24.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to go into executive session.

DATED: November 12, 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 motion passed to go into executive session by the Town Board of the Town of Rotterdam on November 12, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County, NY

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 343.25

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember **DODSON,** seconded by Councilmember **MASTROIANNI, 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	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 November 12, 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 November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY Office of the Town Clerk Schenectady, County

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

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 **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 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	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 November 12, 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 November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 345.25

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

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI,** seconded by Councilmember **MASTROIANNI, 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	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 November 12, 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 November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County NY

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

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 **DODSON**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association, 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	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 November 12, 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 November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady County, NY

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 347.25

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

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, 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	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 November 12, 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 November 17, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

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 **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 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	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 November 12, 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 November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County, NY

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

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 **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 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	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 November 12, 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 November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 350.25

CALL FOR BIDS FOR ROTTERDAM POLICE UNIFORMS AND EQUIPMENT

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 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	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 November 12, 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 November 17, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County, NY

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

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 **DODSON**, seconded by Councilmember **GALLUCCI**,

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	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 November 12, 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 November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

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 **DODSON**, seconded by Councilmember **SCHLAG**,

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	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 November 12, 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 November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

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 **GALLUCCI**, seconded by Councilmember **DODSON**,

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 November 12, 2025.

DATED: November 12, 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 November 12, 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 November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

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 **GALLUCCI,** 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 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	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 November 12, 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 November 17, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

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 **GALLUCCI,** seconded by Councilmember **MASTROIANNI,**

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	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 November 12, 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 November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County NY

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

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 **GALLUCCI**, seconded by Councilmember **MASTROIANNI,**

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	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 November 12, 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 November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office Of The Town Clerk Schenectady, County NY

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, November 12, 2025, at 7:00 p.m., the following resolution was duly adopted:

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 **DODSON**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with 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	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 November 12, 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 November 17, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Office of the Town Clerk
Schenectady, County

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, November 12, 2025, at 7:00 p.m., the following ORDER was duly adopted:
51130-2-707

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York on November 12, 2025, at 7:00 o'clock P.M., Prevailing Time.

ORDER 4.25

PRESENT:

Mollie A. Collins
Supervisor

Jack Dodson
Councilman

Joe Mastroianni
Councilman

Teri Gallucci
Councilwoman

Ronald Schlag
Councilman

In the Matter of The Increase and Improvement of the Facilities of the Rotterdam Consolidated Sewer District No. 7, in the Town of Rotterdam, Schenectady County, New York	ORDER CALLING PUBLIC HEARING

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York, has caused to be prepared a map, plan and report, including an estimate of cost, pursuant to Section 202-b of the Town Law and Article 17-A of the General Municipal Law, relating to the increase and improvement of the facilities of the Rotterdam Consolidated Sewer District No. 7, in

the Town of Rotterdam, Schenectady County, New York (the "Sewer District"), being costs associated with engineering and related costs of the consolidated sewer system capital project, including incidental expenses in connection therewith, at a maximum estimated cost of $114,850; and

WHEREAS, said capital project, as proposed, has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which it has been determined, will not have a significant adverse impact on the environment; and

WHEREAS, it is now desired to call a public hearing on the question of the increase and improvement of the facilities of said Sewer District, in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law; NOW,

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

IT IS HEREBY ORDERED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. A public hearing will be held in the Town Hall, 1100 Sunrise Boulevard, Schenectady, New York, on December 10, 2025, at 7:00 o'clock P.M., Prevailing Time, on the question of the increase and improvement of the facilities of the Rotterdam Consolidated Sewer District No. 7, in the Town of Rotterdam, Schenectady County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper, and

also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

Section 4. This Order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

DATED: November 12, 2025

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

The order was thereupon declared duly adopted.

* * * * * * *

CERTIFICATION FORM

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

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on November 12, 2025.
2. That such meeting was a regular meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting ***(the meeting at which the proceeding was adopted)*** was caused to be given **PRIOR THERETO** in the following manner:

   PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

   POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this November 12, 2025.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY
CORPORATE SEAL

Diane M. Marco

Diane M. Marco
Town Clerk

AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York, DEPOSE AND SAY:

That on the 12th day of November 2025, I caused to be posted on the official signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of Public Hearing which was a part of an Order adopted by the Town Board of said Town on November 12, 2025.

A true and correct copy of such Notice of Hearing is attached hereto.

Diane M. Marco

Diane M. Marco
Town Clerk

Sworn to before me this 13th day
of November 2025.

Kelsey Lynn Cappello
Notary Public

KELSEY LYNN CAPPELLO
Notary Public, State of New York
Certified Schenectady County
#01CA0007084
Commission Expires: 5/9/2027

NOTICE OF PUBLIC HEARING
ROTTERDAM CONSOLIDATED SEWER DISTRICT NO. 7
OF THE TOWN OF ROTTERDAM

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Rotterdam, Schenectady County, New York, will meet in the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York 12306, on December 10, 2025, at ___:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a certain map, plan and report, including an estimate of cost, in relation to the proposed increase and improvement of the facilities of the Rotterdam Consolidated Sewer District No. 7, in said Town, being costs associated with engineering and related costs of the consolidated sewer system capital project, including incidental expenses in connection therewith, at a maximum estimated cost of $114,850.

Said capital project has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, it has been determined, as such will not result in any significant environmental impact. SEQRA compliance materials are available in the office of the Town Clerk where they may be inspected during regular office hours.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Schenectady, New York,
November 12, 2025.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK

Diane M. Marco
Town Clerk

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing ORDER was approved by the Town Board Meeting of the Town of Rotterdam on November 12, 2025, and that the foregoing ORDER is a true and correct transcript of the original ORDER and of the whole thereof and that said ORDER 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 November 17, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 359.25

TO APPOINT DEBRA BUTLER TO THE POSITION OF ASSESSOR

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Debra Butler, of Schenectady, New York 12303, is hereby appointed to the position of Assessor, full-time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of eighty thousand and 00/100 ($80,000.00) dollars, for a six (6) year term, commencing December 15, 2025, through September 30, 2031, in accordance with Real Property Tax Law (RPTL) §310.

SECTION 2. Debra Butler shall receive all the benefits afforded by members of the CSEA including C.O.LA.'s except for the ability to earn overtime and/or compensatory time.

SECTION 3. Debra Butler shall receive thirty (30) working days' vacation for each year from December 15, 2025 through the terminated contract date of September 30, 2031.

SECTION 4. This resolution shall become effective December 10, 2025.

DATED: December 10, 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: December 3, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Appoint Debra Butler to the position Assessor for the Town of Rotterdam

TOWN BOARD MEETING: December 10, 2025

Background Information: Ms. Butler has been an employee of the Town of Rotterdam since 2005. Her current position is Real Property Appraisal Tech. Ms. Butler is also a licensed Real Estate Appraiser. .

Evaluation/Analysis: Ms. Butler's experience in the Assessor's office and her experience as an appraiser will allow a efficient transition into the assessor position.

Recommendation(s): Appoint Ms. Debra Butler to the position of Assessor for the Town of Rotterdam.

Attachment/Document(s): Civil Service Application

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Schenectady County is an Equal Opportunity Employer. Schenectady County does not unlawfully discriminate in employment because of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status, arrest and/or criminal conviction record unless based on a bona fide occupational qualification or other exception, genetic predisposition, or domestic violence victim status.

Schenectady County

Human Resources & Civil Service
620 State Street
Schenectady, NY 12305-2114

APPLICATION FOR EXAMINATION OR EMPLOYMENT

FOR COUNTY OFFICES, TOWNS, VILLAGES, SCHOOL DISTRICTS LIBRARIES AND SPECIAL DISTRICTS

1. Assessor _____
POSITION TITLE EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED
DEC 05 2025
Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT. USE ONLY

This application is part of your examination. Answer all questions fully. A resume, if submitted, cannot substitute for the application. You are encouraged to read the General Conditions and Instructions for more information.

2. Name and Legal Residence

Last: Butler First: Debra Middle Initial: E

Street Address or Road: [redacted] R.D. # or P.O. Box #

Schenectady NY 12303

County: [redacted]

Home Phone: [redacted]

Email Address: [redacted]

If mailing address is different:

Street Address or Road R.D. # or P.O. Box #

County City, Town, Village State Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

Date of Birth (MM/DD/YYYY) ____/____/_____

4. Residency Requirements: Candidates must meet the Residency Requirements as stated on the examination announcement. You must complete the following to determine if you meet these residency requirements. Indicate how long this has been your legal residence, up to the date of this application, showing that you meet the residency requirements as announced.

	Name	Years	Months
State of:	New York	[redacted]	
County of:	Schenectady		
Village of:			
Town of:	Rotterdam		
City of:			
School District	Mohonasen		

5. Citizenship

A. Are you currently a U.S. Citizen? YES ☒ NO ☐

B. If not, do you have the legal right to accept Employment in the United States? YES ☐ NO ☐
Please give alien registration number: _____

C. Are you a retiree from New York State or any civil division thereof? YES ☐ NO ☒

6. Special Testing Arrangements (Refer to General Conditions and Instructions). If you need Special Accommodations to take the examination, contact the Civil Service Office at (518) 388-4233.

Religious ☐ **Military** ☐ **Disability** ☐

7. Crossfiler - If you have filed or are filing SEPARATE applications for Civil Service Examinations being held on the same date, attach the CROSSFILER APPLICATION. Call to make arrangements no later than two weeks before the test date.

8. Driver's License: Complete the following if a license to operate a motor vehicle is required for the position that you are applying.

License #:	[redacted]
Restrictions:	
Expiration Date:	
Endorsements:	
Class of License:	D
Is this License Currently Valid	YES ☒ NO ☐

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

9. Veterans Credits: If you wish to apply for Veterans Credits, complete the following questions and complete the Application for Veterans Credits (Refer to General Conditions and Instructions).

	YES	NO
Have you ever served in the Armed Forces of the United States? *(The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes).*		
Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?		
Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs? This disability must have been incurred during a Time of War period listed above.		
After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		
Are you currently a resident of New York State?		

10. Additional Questions: Check the appropriate box to the right of each question.

	YES	NO
Were you dismissed or discharged from any employment for reasons other than lack of work or funds?		X
Did you ever resign from any employment rather than face dismissal?		X
Did you ever receive a discharge from the Armed Forces of the United States which was other than "Honorable" or which was issued under the other than honorable circumstances?		X
Have you ever been convicted of any crime (felony or misdemeanor)?		X
Are you now under charges for any crime?		X
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		X

If you answered yes to any of the above questions, you may give specifics below. If you elect not to provide specifics, or if such explanation is insufficient, you may be required to submit further information. None of the above circumstances represents an automatic bar to employment. Each case is considered and evaluated on individual merits in relation to the position (s) for which you are applying.

REMARKS:_____

11. Licenses: If a license, certificate or other authorization to practice a trade or profession is listed as a requirement on the announcement of the examination (s) for which you are applying.

Name of Trade or Profession:	Appraiser Real Estate		Specialty:		
License Number:	45000025712				
Granted by (Licensing Agency):	Department of State		City/State	Albany / NY	
Date License First Issued:	1993	Registered From:		Registered To:	

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

12. Education: If credit is claimed for a partially completed college curriculum or correspondence course, attach a list of courses and credit or semester hours completed. Indicate how many credit hours or courses are required for graduation. If required to indicate specific course work, do so on an attached sheet.

High School	
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☒ NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	Richfield Springs Central, Richfield Springs NY
Equivalency Diploma Number:	

College, University, Professional or Technical School

Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received

13. Experience: All sections must be filled out completely even if you attach a resume. Begin with the most recent employment. List all employment or military service that shows that you meet the minimum qualifications for the examination. Omissions or vagueness will not be interpreted in your favor. Under *Description of Duties*, clearly describe the nature of work which you personally performed. Part-time experience will be prorated unless otherwise stated on the examination announcement. Verified and documented volunteer experience will only be credited when specifically stated on the examination announcement. *If you move to a different position within the same organization, indicate so in a separate employment box.* You may attach additional sheets if you need more space.

Length of Employment

F[redacted]

T

Employment Details

Your Exact Title: Real Property Tech

Name of Your Supervisor: Brad Canning

Supervisor's Title: Assessor

Hours worked / wk. (exclusive of overtime): 35

Reason for Leaving

Firm Name: Town of Rotterdam

Firm Address: 1100 Sunrise Blvd Schenectady, NY

Description of Duties:

Back up for answering phones and waiting on the counter for residents. Input building permits, inspect properties in the field, sketch floor plans take photos, input inventory changes and data into RPS system. Review inventory and make necessary changes to the assessment roll. Review clerks work for errors and make corrections. Review deeds and make corrections. Have done input of deeds, split/mergers, sat on the Board of Review for assessing grievance. Did hearings with hearing officers for grievances, input assessment changes of inventory on permits when completed, All other duties required or ask to perform.

Length of Employment

From: Month/Year (mm/yyyy)

To: Month/Year (mm/yyyy)

Employment Details

Your Exact Title

Name of Your Supervisor

Supervisor's Title

Hours worked / wk. (exclusive of overtime)

Reason for Leaving

Firm Name:

Firm Address:

Description of Duties:

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

Length of Employment	Firm Name:	
From:	Firm Address:	
Month/Year (mm/yyyy) To: Month/Year (mm/yyyy)	**Description of Duties:**	
Employment Details		
Your Exact Title		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		

Length of Employment	Firm Name:	
From:	Firm Address:	
Month/Year (mm/yyyy) To: Month/Year (mm/yyyy)	**Description of Duties:**	
Employment Details		
Your Exact Title		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		

THIS AFFIRMATION MUST BE COMPLETED

I affirm, subject to the penalties of perjury, that the statements made in this application, including statements made in any accompanying papers, are true. I understand that all statements made by me in connection with this application are subject to investigation and verification and that a material misstatement or fraud may disqualify me from appointment and/or lead to revocation of my appointment. I give the employer the right to investigate all references and to secure additional job related information about me. I hereby release from liability the employer and its representatives for seeking such information and all other persons, corporations or organizations for furnishing such information. If the position I am applying for is covered by the employer's drug testing policy, I understand that as a condition of appointment to this position, I will be required to take and successfully pass a pre-employment drug test.

Debra E Butler — Signature of Applicant

Debra E. Butler — Print Name

12/5/2025 — Date

(State below any other name by which you have been known)

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

RESOLUTION 360.25

TO APPOINT SHAWN PRYBA TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Shawn Pryba, of Rotterdam, New York 12306, is hereby appointed to the position of Wastewater Treatment Plant Operator, provisionally, full-time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-six thousand four hundred eighty-five and 90/100 ($56,485.90) dollars, commencing December 11, 2025.

SECTION 2. This resolution shall be effective December 10, 2025.

DATED: December 10, 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: December 1, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Appoint Shawn Pryba to the position of Wastewater Treatment Plant Operator

TOWN BOARD MEETING: December 10, 2025

Background Information: Mr. Pryba has been an employee of the Town of Rotterdam since 2020. He first worked in the Highway Department and then went to the Wastewater Treatment Plant as a trainee. .

Evaluation/Analysis: Mr. Pryba has completed all courses necessary to become a Wastewater Treatment Plant Operator and has submitted his New York State license for Grade 2 Wastewater Treatment Plant Operator.

Recommendation(s): Appoint Mr. Shawn Pryba to the position of Wastewater Treatment Plant Operator.

Attachment/Document(s): Civil Service Application

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Schenectady County is an Equal Opportunity Employer. Schenectady County does not unlawfully discriminate in employment because of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status, arrest and/or criminal conviction record unless based on a bona fide occupational qualification or other exception, genetic predisposition, or domestic violence victim status.

Schenectady County

Human Resources & Civil Service
620 State Street
Schenectady, NY 12305-2114

APPLICATION FOR EXAMINATION OR EMPLOYMENT

FOR COUNTY OFFICES, TOWNS, VILLAGES, SCHOOL DISTRICTS LIBRARIES AND SPECIAL DISTRICTS

Date Received _____ Approved _____

Conditional _____ Disapproved _____

Received 11/24/2025 mc

CIVIL SERVICE DEPT. USE ONLY

1. Wastewater Treatment Plant Operator _____ (POSITION TITLE) _____ (EXAM NUMBER)

This application is part of your examination. Answer all questions fully. A resume, if submitted, cannot substitute for the application. You are encouraged to read the General Conditions and Instructions for more information.

2. Name and Legal Residence

Last Name	First Name	Middle Initial
Pryba	Shawn	R

[redacted]

County City, Town, Village State Zip

Home Phone Number _____ Cell Phone: [redacted]

Email Address: [redacted]

If mailing address is different:

Street Address or Road R.D. # or P.O. Box #

County City, Town, Village State Zip

Social Security Number _____ - _____ - _____

3. Police Officer & Firefighter Candidates Only:

Date of Birth (MM/DD/YYYY) [redacted]

4. Residency Requirements: Candidates must meet the Residency Requirements as stated on the examination announcement. You must complete the following to determine if you meet these residency requirements. Indicate how long this has been your legal residence, up to the date of this application, showing that you meet the residency requirements as announced.

	Name	Years	Months
State of:	NY	[redacted]	
County of:	Schenectady		
Village of:			
Town of:	Rotterdam		
City of:			
School District	Schalmont		

5.Citizenship

A. Are you currently a U.S. Citizen? **YES** ☒ **NO** ☐

B. If not, do you have the legal right to accept Employment in the United States? Please give alien registration number: **YES** ☐ **NO** ☐

_____

C. Are you a retiree from New York State or any civil division thereof? **YES** ☐ **NO** ☐

6. Special Testing Arrangements (Refer to General Conditions and Instructions). If you need Special Accommodations to take the examination, contact the Civil Service Office at (518) 388-4233.

Religious ☐ **Military** ☐ **Disability** ☐

7. Crossfiler - If you have filed or are filing SEPARATE applications for Civil Service Examinations being held on the same date, attach the CROSSFILER APPLICATION. Call to make arrangements no later than two weeks before the test date.

8. Driver's License: Complete the following if a license to operate a motor vehicle is required for the position that you are applying.

License #:	[redacted]
Restrictions:	
Expiration Date:	
Endorsements:	
Class of License:	D
Is this License Currently Valid	**YES** ■ **NO** ☐

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

9. Veterans Credits: If you wish to apply for Veterans Credits, complete the following questions and complete the Application for Veterans Credits (Refer to General Conditions and Instructions).

	YES	NO
Have you ever served in the Armed Forces of the United States? *(The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes).*		
Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?		
Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs? This disability must have been incurred during a Time of War period listed above.		
After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		
Are you currently a resident of New York State?		

10. Additional Questions: Check the appropriate box to the right of each question.

	YES	NO
Were you dismissed or discharged from any employment for reasons other than lack of work or funds?		X
Did you ever resign from any employment rather than face dismissal?		X
Did you ever receive a discharge from the Armed Forces of the United States which was other than "Honorable" or which was issued under the other than honorable circumstances?		X
Have you ever been convicted of any crime (felony or misdemeanor)?		X
Are you now under charges for any crime?		X
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		X

If you answered yes to any of the above questions, you may give specifics below. If you elect not to provide specifics, or if such explanation is insufficient, you may be required to submit further information. None of the above circumstances represents an automatic bar to employment. Each case is considered and evaluated on individual merits in relation to the position (s) for which you are applying.

REMARKS:_____

11. Licenses: If a license, certificate or other authorization to practice a trade or profession is listed as a requirement on the announcement of the examination (s) for which you are applying.

Name of Trade or Profession:	Wastewater Treatment Plant Operator		Specialty:	Grade 2	
License Number:	18182				
Granted by (Licensing Agency):	NY DEC and NYWEA		City/State	NY	
Date License First Issued:	10/16/25	Registered From:		Registered To:	

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

12. Education: If credit is claimed for a partially completed college curriculum or correspondence course, attach a list of courses and credit or semester hours completed. Indicate how many credit hours or courses are required for graduation. If required to indicate specific course work, do so on an attached sheet.

High School		
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☒	NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	Schalmont High School	
Equivalency Diploma Number:		

College, University, Professional or Technical School						
Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received

13. Experience: All sections must be filled out completely even if you attach a resume. Begin with the most recent employment. List all employment or military service that shows that you meet the minimum qualifications for the examination. Omissions or vagueness will not be interpreted in your favor. Under *Description of Duties,* clearly describe the nature of work which you personally performed. Part-time experience will be prorated unless otherwise stated on the examination announcement. Verified and documented volunteer experience will only be credited when specifically stated on the examination announcement. *If you move to a different position within the same organization, indicate so in a separate employment box.* You may attach additional sheets if you need more space.

Length of Employment	Firm Name:	Rotterdam Wastewater Treatment Plant
F[redacted]	Firm Address:	26w Campbell Rd
[redacted]m/yyyy)	**Description of Duties:**	Starts and stops pumps, motors, air compressors, and related machinery and equipment; -Makes minor repairs to machinery and equipment; - Records readings from meters and gauges; - Treats and disposes of sludge; - Adds chlorine to sewage; - Takes samples of sewage for testing; - Makes necessary tests for control of plant operation -Keeps a log of plant operations and related records; -Performs custodial duties in connection with maintenance of buildings and grounds
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title: WWTP Operator Trainee		
Name of Your Supervisor: Jim Keith		
Supervisor's Title:		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving: 08-2024-Present		

Length of Employment	Firm Name:	
From:	Firm Address:	
Month/Year (mm/yyyy) To:	**Description of Duties:**	
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

Length of Employment	Firm Name:	
From:	Firm Address:	
Month/Year (mm/yyyy) To: Month/Year (mm/yyyy)	**Description of Duties:**	
Employment Details		
Your Exact Title		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		

Length of Employment	Firm Name:	
From:	Firm Address:	
Month/Year (mm/yyyy) To: Month/Year (mm/yyyy)	**Description of Duties:**	
Employment Details		
Your Exact Title		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		

THIS AFFIRMATION MUST BE COMPLETED

I affirm, subject to the penalties of perjury, that the statements made in this application, including statements made in any accompanying papers, are true. I understand that all statements made by me in connection with this application are subject to investigation and verification and that a material misstatement or fraud may disqualify me from appointment and/or lead to revocation of my appointment. I give the employer the right to investigate all references and to secure additional job related information about me. I hereby release from liability the employer and its representatives for seeking such information and all other persons, corporations or organizations for furnishing such information. If the position I am applying for is covered by the employer's drug testing policy, I understand that as a condition of appointment to this position, I will be required to take and successfully pass a pre-employment drug test.

Signature of Applicant

Shawn R Pryba
Print Name

11-24-25
Date

(State below any other name by which you have been known)

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

RESOLUTION NO. 361.25

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR NOVEMBER 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 November 2025 has been placed on file and the Town Clerk's check in the amount of three thousand seven hundred thirty-eight dollars and 06/100 ($3,738.06) has been submitted to the Supervisor for deposit.

SECTION 2. This resolution shall be effective December 10, 2025.

DATED: December 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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LEGISLATIVE REQUEST FORM

DATE: December 1, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for November $3,738.06 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: December 10, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: December 10, 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 December 10, 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
		Total Local Shares Remitted:		**$3,738.06**
Amount paid to:	NYS Ag. & Markets for spay/neuter program			192.00
Amount paid to:	NYS Environmental Conservation			1,896.94
Amount paid to:	State Health Dept. For Marriage Licenses			90.00
Total State, County & Local Revenues:	**$5,917.00**	**Total Non-Local Revenues:**		**$2,178.94**

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 — 12/1/25 — Date

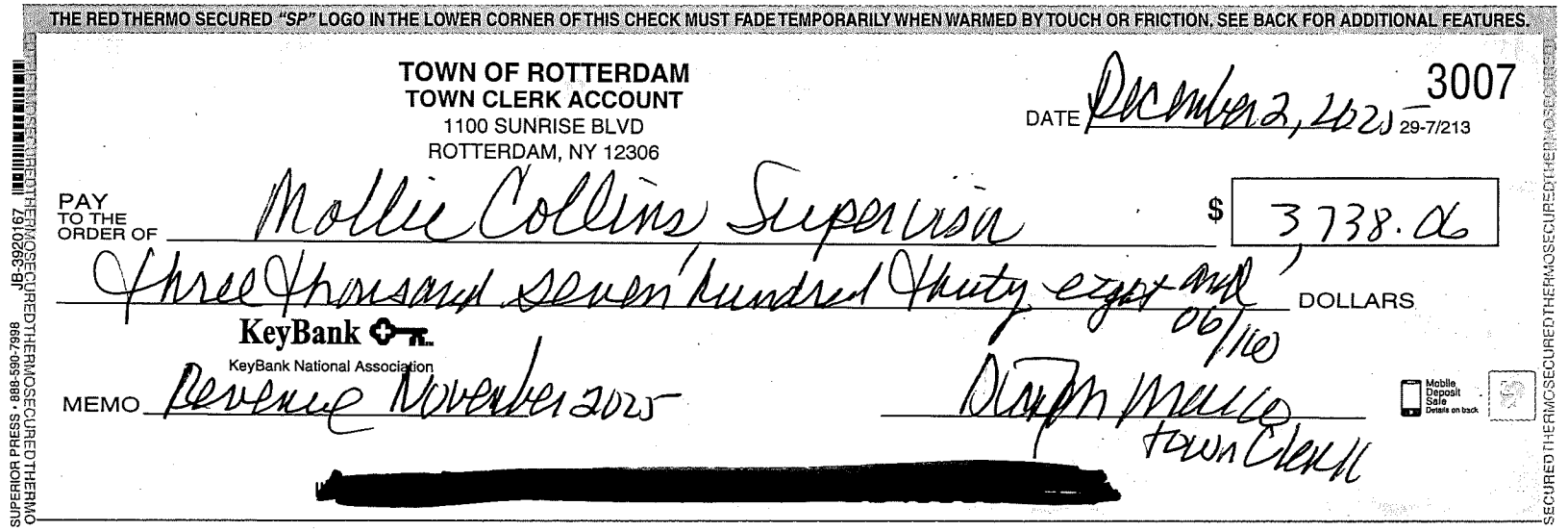
Diane M. Marco — Town Clerk — 12/1/25 — Date

Town Clerk Monthly Report
November 01, 2025 - November 30, 2025

Account Description	Fee Description	Account#	Qty	Local Share
Bingo 3%	Bingo 3%	A2530	7	153.00
			Sub-Total:	**$153.00**
Conservation	Conservation	A1255	13	62.06
			Sub-Total:	**$62.06**
Dog Licensing	Exempt Dog	A2544	5	0.00
Dog Licensing	Female, Spayed	A2544	90	1,260.00
Dog Licensing	Female, Unspayed	A2544	5	85.00
Dog Licensing	Male, Neutered	A2544	60	840.00
Dog Licensing	Male, Unneutered	A2544	9	153.00
Dog Licensing	Replacement Tags	A2544	4	12.00
			Sub-Total:	**$2,350.00**
Ez pass	Ez Pass	A1255	1	25.00
			Sub-Total:	**$25.00**
Late Fees	Late Fee -Dog Renewal	A1550	15	150.00
			Sub-Total:	**$150.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	4	70.00
			Sub-Total:	**$70.00**
Misc	Impoundment Fees - Dogs	A1550	1	20.00
			Sub-Total:	**$20.00**
MISC. FEES	Boarding - Dog		3	15.00
MISC. FEES	Certified Copies	A1255	107	1,070.00
MISC. FEES	Insufficient Funds	A1255	1	20.00
			Sub-Total:	**$1,105.00**
One Day Officiant License	One Day Officiant License	A1255	1	25.00
			Sub-Total:	**$25.00**
PERMIT FEES	Garage Sale	A2590	13	65.00
			Sub-Total:	**$65.00**
Second Hand Dealers	Second Hand Dealers	A2545	1	250.00
			Sub-Total:	**$250.00**
Senior Discount	Senior Discount	A2544	54	-537.00
			Sub-Total:	**-$537.00**

Monthly Worksheet of Daily Work
November 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	Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
11/3/2025	$441.00	$0.00	$0.00	$0.00	$251.00	$24.00	$227.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/5/2025	$637.00	$25.00	$48.40	$3.60	$245.00	$26.00	$219.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
11/6/2025	$301.51	$15.00	$13.44	$1.56	$167.00	$19.00	$148.00	$0.00	$0.00	$0.00	$39.51	$0.00	$0.00	$0.00	$0.00
11/7/2025	$305.95	$62.00	$58.58	$3.42	$195.00	$18.00	$177.00	$0.00	$0.00	$0.00	$28.95	$0.00	$0.00	$0.00	$0.00
11/10/2025	$1,050.00	$807.00	$796.05	$10.95	$203.00	$18.00	$185.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
11/12/2025	$252.00	$42.00	$39.68	$2.32	$100.00	$10.00	$90.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/13/2025	$585.28	$432.00	$424.23	$7.77	$125.00	$10.00	$115.00	$0.00	$0.00	$0.00	$8.28	$0.00	$0.00	$0.00	$0.00
11/14/2025	$217.16	$32.00	$29.51	$2.49	$135.00	$11.00	$124.00	$0.00	$0.00	$0.00	$15.16	$0.00	$0.00	$25.00	$0.00
11/17/2025	$347.00	$47.00	$44.41	$2.59	$130.00	$15.00	$115.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/18/2025	$278.00	$0.00	$0.00	$0.00	$88.00	$8.00	$80.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/19/2025	$548.95	$144.00	$134.61	$9.39	$70.00	$6.00	$64.00	$40.00	$22.50	$17.50	$19.95	$0.00	$0.00	$0.00	$25.00
11/20/2025	$96.40	$22.00	$20.79	$1.21	$48.00	$5.00	$43.00	$0.00	$0.00	$0.00	$16.40	$0.00	$0.00	$0.00	$0.00
11/21/2025	$214.00	$154.00	$145.50	$8.50	$50.00	$4.00	$46.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/24/2025	$375.00	$135.00	$127.57	$7.43	$80.00	$8.00	$72.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/25/2025	$143.00	$0.00	$0.00	$0.00	$83.00	$7.00	$76.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
11/26/2025	$124.75	$15.00	$14.17	$0.83	$35.00	$3.00	$32.00	$0.00	$0.00	$0.00	$24.75	$0.00	$0.00	$0.00	$0.00
Audited by dmm 11/26/2025	$5,917.00	$1,932.00	$1,896.94	$62.06	$2,005.00	$192.00	$1,813.00	$160.00	$90.00	$70.00	$153.00	$0.00	$0.00	$25.00	$25.00



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

3007

DATE December 2, 2025 29-7/213

PAY TO THE ORDER OF Mollie Collins Supervisor $ 3,738.06

Three Thousand Seven Hundred Thirty eight and 06/100 DOLLARS

KeyBank
KeyBank National Association

MEMO Revenue November 2025

Town Clerk

Mobile Deposit Safe Details on back

SECURED THERMO SECURED THERMO SECURED THERMO SECURED THERMO SECURED

SUPERIOR PRESS • 888-590-7998 JB-3920167 SECURED THERMO SECURED THERMO SECURED THERMO

RESOLUTION NO. 362.25

TO APPROVE BUDGET TRANSFERS TO THE 2025 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Fund	***Account No.***	***Title***	***Amount***
General	A1110.2000	FROM: Justice Office Equip	$ (2,000.00)
General	A1110.4900	FROM: Justice Building Repairs	$ (5,000.00)
General	A1110.4100	TO: Justice Office Supplies	$ 7,000.00
General	A1110.4300	FROM: Justice Conf/Training	$ (1,390.00)
General	A1110.4360	FROM: Justice Stenos and Interp	$ (2,000.00)
General	A1110.4700	TO: Justice Postage	$ 3,390.00

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

DATED: December 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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LEGISLATIVE REQUEST FORM

DATE: November 19, 2025

TO: Mollie A. Collins, Supervisor
Town Board

FROM: Comptroller's Office

TITLE OF REQUEST: To approve budget transfers to the 2025 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of December 10, 2025.

Background Information: Budget transfers are needed to correct lines in the Justices Department for the purchase of additional office supplies along with postage costs that are exceeding budgeted appropriations.

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

Recommendation(s): To be placed on the Town Board meeting of December 10, 2025, and approve the transfers.

Attachment/Document(s): Memo: Judge Kenneth Litz and Judge John Mertz

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

TO: Alison Grace

FROM: Judge Kenneth Litz

Judge John Mertz

DATE: November19,2025

SUBJECT: Transfer of Funds

Hello,

Please transfer funds as follows for the remainder of 2025 budget.

A1110 2000 $2000.00 to A1110 4100

A1110 4900 $5000.00 to A1110 4100

A1110 4300 $1390.00 to A1110 4700

A1110 4360 $2000.00 to A1110 4700

Thank You

Kenneth Litz

John Mertz

RESOLUTION NO. 363.25

AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH CSEA

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 a memorandum of understanding (MOU) with the CSEA to clarify the scope of duties of the Public Works Coordinator position from the original agreement dated August 14, 2025.

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

DATED: December 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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LEGISLATIVE REQUEST FORM

DATE: December 1, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Authorize the Supervisor to Execute a Memorandum of Understanding with the CSEA to clarify the scope of duties of the Public Works Coordinator

TOWN BOARD MEETING: December 10, 2025

Background Information: At the August 13, 2025 town board meeting the town board authorized the supervisor to execute a memorandum of agreement with the CSEA revising the Civil Service job description for Public Works Coordinator.

Evaluation/Analysis: This memorandum of understanding confirms the duties of the Public Works Coordinator in agreement with the Civil Service job description and the CSEA memorandum of agreement dated 8/14/2025.

Recommendation(s): Recommend that the town board authorize the supervisor to execute the memorandum of understanding with the CSEA to clarify the scope of duties of the Public Works Coordinator

Attachment/Document(s): Civil Service job description for Public Works Coordinator

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 364.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH HOVAK ENTERPRISES, LLC FOR CONSULTING AND TECHNICAL IT 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 Jason Hovak of Hovak Enterprises LLC, located at 150 Clizbe Avenue, Amsterdam, New York 12010, for consulting and technical services to facilitate continued operation of the Towns Information Technology (IT) environment, at the hourly rate of $140, not to exceed a total cost of seventy one thousand six hundred eighty and 00/100 ($71,680.00) dollars for the 2026 calendar year.

SECTION 2. This resolution shall become effective on December 10, 2025.

DATED: December 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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LEGISLATIVE REQUEST FORM

DATE: December 1, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Authorize the Supervisor to Negotiate and Execute Professional Services Agreement for 2026 with Hovak Enterprises, LLC

TOWN BOARD MEETING: December 10, 2025

Background Information: Hovak Enterprises. LLC has been working with our IT staff and CB20 to restructure and streamline our current information technology model.

Evaluation/Analysis: The information gained by focusing on our current information technology model and identifying future needs will enable the town to decide on the format of the entire IT program within the town.

Recommendation(s): Authorize the Supervisor to Negotiate and Execute a Professional Services Agreement for 2026 with Hovak Enterprises, LLC.

Attachment/Document(s): 2026 Professional Services Agreement

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

2026 Professional Services Agreement

Town of Rotterdam
November 21, 2025

Overview

The Town of Rotterdam has asked Jason Hovak of Hovak Enterprises, LLC to provide consulting and technical services to facilitate continued operation of its Information Technology (IT) environment. These professional services will include advanced engineering for staff development, system enhancement, and ongoing maintenance and support. This document outlines the scope of work for this engagement and related terms.

Scope

This project consists of the following tasks:

Operational Optimization – Focus will be placed on restructuring and streamlining the current information technology support model to one that more closely meets town operational requirements. Internal resources and documentation will be standardized and augmented to eliminate duplication of effort and promote increased efficiency. Local resources and existing vendors will be engaged as necessary to facilitate any changes to the IT organization. Meetings with existing support vendors will be conducted as scheduled and required to help unify departmental goals.

Management Assistance – Assistance directing town information technology resources will be provided, concentrating attention based on need and defining tasks according to skill set. Existing personnel will be included in operational and strategic discussions providing unit cohesion and singular vision. Hands on practical training will be conducted with IT staff, providing a better understanding of the environment, business requirements, and industry best practices.

Support and Remediation – Issues arising outside of the scope of the current vender support contract will be addressed as needed. Any remediation that can be implemented with local resources in whole or in part will be coordinated and managed to utilize local skill sets to their maximum extent. In addition, any recommended or necessary enhancements will attempt to prioritize town personnel to the best of their ability, at a minimum involving personnel in the deployment process as part of ongoing staff development.

The success of this project relies on cooperation from current vendors in the form of unrestricted administrative access and site-specific documentation for town systems under their management. Any significant alterations to configurations will be coordinated with vendors currently holding responsibility for system maintenance. Services will be scheduled to ensure minimal impact to town employees and business operations whenever possible.

Cost

This engagement is for the duration of the 2026 calendar year and will consist of 512 hours of engineering time invoiced at a reduced hourly rate of $140/hour. The total cost of the project shall not exceed $71,680 without written customer consent.

Services will be scheduled and rendered during normal business hours, 8AM-6PM Monday through Friday. Unscheduled services rendered during non-business hours will be billed at a rate 1.5 times the normal hourly rate. Beyond the initial 416 hours, there is no commitment to additional time. On written request engineering time may be added at the negotiated rate of $140/hour. The customer is not responsible for travel expenses.

Executed time will be invoiced monthly and upon project completion. Payment terms are net 30 days from date of invoice. All overdue payments shall bear interest from the first day of the month following the month in which the payment was due, at the rate of fifteen percent (15%), or the highest contractual rate permitted by applicable law, whichever is lower.

Terms

The following terms are associated with this engagement:

- All services performed by Hovak Enterprises, LLC are in the manner of an independent contractor. Hovak Enterprises, LLC will be responsible for all applicable employee taxes.
- All services will be provided in a skillful manner according to those standards generally prevailing among consultants performing similar services. Any warranty with regard to product (hardware or software) will be provided by the manufacturer of same.
- The client will provide all hardware necessary for this engagement.
- The client will provide all necessary software and licensing for this engagement.
- The customer shall be held harmless from any claims, liabilities, losses, expenses, or damages caused by the services performed by Hovak Enterprises, LLC or the work delivered under these terms infringing any copyright, trade secret, or any other proprietary right of any third party.
- Hovak Enterprises, LLC will not be liable for incidental, special, punitive, indirect, or consequential damages including loss of data, its use, or lost profits or other economic damages.
- Hovak Enterprises, LLC, at its sole expense, shall procure and maintain such policies for commercial liability, malpractice, and other insurance as shall be necessary, a certificate of which the client may be provided a copy of, to protect against a claim of liability.
- Each party acknowledges that in the course of work there will be exposure to information that is proprietary and confidential in nature. Such information shall be held in the strictest confidence and not discussed or disclosed to any third party.
- Either party may terminate this Agreement at any time upon thirty (30) days prior written notice, upon five (5) days written notice of default, or immediately upon a party's filing for bankruptcy or insolvency protection.
- These terms and the accompanying scope set forth the understanding of both parties with respect to subject matter hereof and is binding upon both parties. The agreement may only be amended by signature of both parties.
- These terms shall be governed by and construed in accordance with the laws of the State of New York.

- Neither party will be held liable to the other for failures or delays arising out of conditions beyond each party's control including fire, riots, storms, electrical failures, and acts of God or similar occurrences.

Approval

Please indicate acceptance of this scope of work and its terms as outlined in this document.

Client Signature	Jason Hovak
Date	11/21/2025 Date
Print Name	Jason Hovak, Owner Hovak Enterprises, LLC 150 Clizbe Avenue Amsterdam, New York 12010 (518) 595-9550 jhovak@hovak.com
Title	

RESOLUTION NO. 365.25

TO DECLARE WATER/SEWER VEHICLES OBSOLETE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board, of the Town of Rotterdam, on the advice and recommendation of the Senior Building Inspector, hereby declares the following items obsolete and no longer needed by the Town and authorizes their proper disposal or auction:

2017 Black Ford Explorer Vin #1FM5K8AR5HGB92719-Mileage 224,356
2001 Jetter Vin #1HTSCABN52H513668-Mileage 134,643

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

DATED: December 10, 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 24, 2025
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Sr. Building Inspector
TITLE OF REQUEST:	Authorization to Declare Equipment Obsolete
TOWN BOARD MEETING:	December 10, 2025
Background Information:	Declare the attached equipment obsolete due to needing repairs that are not cost effective to the Town.
Evaluation/Analysis:	Equipment listed is no longer operational and would not be cost effective to repair.
Recommendation(s):	Town Board to authorize the disposal of the equipment.
Attachment/Document(s):	List of Obsolete equipment
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisor Office

UP FOR AUCTION

W/S Maintenance

2017 Black Ford Explorer Vin #1FM5K8AR5HGB92719-Mileage 224,356 Transmission is bad

2001 Jetter Vin #1HTSCABN52H513668-Mileage 134,643 Motor and Transmission are bad

RESOLUTION NO. 366.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH TRANE U.S. INC. FOR TOWN HALL VAV-6 PAYROLL REPLACEMENT

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 herby authorizes the Supervisor to negotiate and execute an agreement with Trane U.S. Inc., located at 301 Old Niskayuna Road, Suite 1, Latham, NY 12110 to replace the Town Hall VAV-6 Payroll, in an amount not to exceed two thousand three hundred twelve ($2,312.00). dollars.

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

DATED: December 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE:	November 21, 2025
TO:	Mollie Collins – Town Supervisor
FROM:	James Keith – Senior Building Inspector
TITLE OF REQUEST:	Trane-Rotterdam Town Hall VAV-6 Payroll Replacement
TOWN BOARD MEETING:	December 10, 2025
Background Information:	Trane was called to find out why there was no heat on the 3rd floor. Trane found a faulty actuator and valve body during their inspection.
Evaluation/Analysis:	TRANE is the sole provider for the heating and cooling system at Town Hall.
Recommendation(s):	Authorize Supervisor to sign agreement for Trane to replace the VAV-6 Payroll at an amount not to exceed $2,312.00.
Attachment/Document(s):	TRANE quote dated November 21, 2025.
Compliance with Purchasing Policy:	Yes.
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office



301 Old Niskayuna Road, Suite 1
Latham, NY, 12110
Phone: (518) 785-1315
Fax (518) 785-4359

Nov 21,2025

ROTTERDAM TOWN OF
1100 SUNRISE BLVD
SCHENECTADY, NY, 12306

Project Name:VAV-6 Payroll

Site Name:ROTTERDAM TOWN HALL

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

Equipment List:

Equipment	Model Number	Serial Number
VAV-6 Payroll	VCWF08	R90H68106

Scope of Service:

Perform loto. Remove faulty actuator and valve body from VAV-6. Install new valve, verify hot water flow and proper operation.

Clarifications

Total Price: ..... $ 2,312.00

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours unless stated.
4. Travel time is not included unless stated.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,
Joseph Saccocio
Trane Service Technician
Joseph.Saccocio@trane.com

Tariffs

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in the raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

This proposal is valid 30 days from Nov 21,2025. This agreement is subject to Customer's acceptance of the attached Trane USA Services Terms and Conditions.

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TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

0. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

2. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

3. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

4. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

5. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

6. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

7. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

8. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

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10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

(a) Any guarantee of room conditions or system performance;
(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminates or airborne biological agents; and
(e) Replacement of refrigerant is excluded,unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO**

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE

TRANE TECHNOLOGIES

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SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY,OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39;

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52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0225)
Supersedes 1-10.48 (1024)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to the Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information***

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Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    a. Data backups; and
    b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks. Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2

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RESOLUTION NO. 367.25

TO AUTHORIZE THE TOWN COMPTROLLER TO RETURN ESCROW FUNDS TO LEECE DEVELOPMENT COMPANY LLC FOR THE WHISPERING PINES SENIOR LIVING COMMUNITY PUMP STATION

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Comptroller to release escrow funds to Lou Leece of Leece Development Company LLC, regarding the pump station at Whispering Pines Senior Living Community, in the total amount, not to exceed two hundred ninety-two thousand five hundred and 00/100. ($292,500.00) dollars.

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

DATED: December 10, 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 14, 2025
TO:	Mollie Collins – Town Supervisor
FROM:	Lisa Gallo – Public Works Coordinator
TITLE OF REQUEST:	Authorize Release of funds deposited for completion of Whispering Pines Pump Station
TOWN BOARD MEETING:	December 10, 2025
Background Information:	The Whispering Pines Senior Living Community is to generally consist of the construction of 125 single-family cottage homes, 119 independent living units, 108 memory care units, 144 assisted living units, reconfiguring the existing 18-hole executive golf course into a 9-hole executive golf course that includes a new 2,500 s.f. clubhouse and 1,300 s.f. maintenance building on ±90 acres. The applicant had to fund an escrow account for the pump station which is to be turned over to the Town of Rotterdam for a year.
Evaluation/Analysis:	LaBella, the Town Designated Engineer for the project has completed inspections on the Whispering Pines Pump Station and has completed their review. Brett L. Steenburgh, P.E., PLLC has submitted an Engineers Construction Completion Certification dated October 2, 2024. Koester Associates on August 9 found the pump station to be operating in the design standards. The Town Board needs to authorize the release of the deposited monies.
Recommendation(s):	Authorize the Town Comptroller to refund Lou Lecce, Lecce Development Company, LLC in an amount not to exceed $292,500.00.
Attachment/Document(s):	Brett L. Steenburgh, P.E., PLLC Whispering Pones pump station and force main certification letter dated August 19, 2024 Brett L. Steenburgh, P.E. PLLC Engineers Construction Completion Certification dated October 2, 2024
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

Brett L. Steenburgh, P.E., PLLC

2832 Rosendale Road
Niskayuna, NY 12309
(518) 365-0675

August 19, 2024

Town of Rotterdam
1100 Sunrise Blvd.
Schenectady, NY 12306

Re: Whispering Pines pump station and force main certification

This office has performed limited inspections of the construction of the Whispering Pines pump station and related 4" force main. The inspections were limited due to full time town inspections from LaBella Engineering.

Based upon our review, the pump station, force main and appurtances have been constructed in general conformance with the approved design plans prepared by this office. Once completed an as-built survey of the pump station and force main will be provided to the Town.

Based upon our final inspection, the following items will require completion:

- The SCADA system will require programming by Prime Engineering
- The generator will require connection, pending the installation of the National Grid gas service

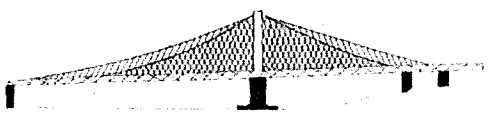
On August 9th, the pumps were tested by Koester Associates and found to be operating within the design parameters of the pump station. A copy of the startup testing and vendor certification has been submitted to the Town. Based on our inspections, the inspections of the Town TDE and vendor testing it is our professional opinion that the pump station can be commissioned at this time

If you have any questions or require additional information please do not hesitate to call.

Sincerely

Brett L. Steenburgh, P.E.
President





CIVIL ENGINEERING
ENVIRONMENTAL ENGINEERING
STRUCTURAL ENGINEERING

Brett L. Steenburgh, P.E., PLLC
2832 Rosendale Road
Niskayuna, NY 12309
(518) 365-0675

Engineers Construction Completion Certification

October 2, 2024

Permittee: Lecce Development Group, LLC
Facility: Whispering Pines Pump Station
Sewer District No. 7 Extension No. 1

This document has been prepared as the completed works certification of the Whispering Pines pump station and force main associated with Sewer District No. 7 Extension No. 1, located in the Town of Rotterdam, Schenectady County, New York.

The infrastructure was constructed under the approval of the NYSDEC approval of the Whispering Pines Senior Project dated September 23, 2021.

The infrastructure was constructed under the approval of the Town of Rotterdam Planning Commission Number PC34-2020.

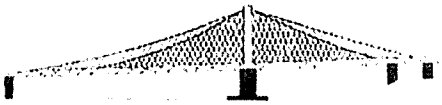
Based upon our review and site inspections, the pump station, force main and appurtances have been constructed in general conformance with the approved design plans prepared by this office with minor deviations and incomplete work as noted below:

Work to be completed at the date of this certification:

- Connection of the National Grid gas service to the emergency backup generator.
- Commissioning of the SCADA system. This work is scheduled to be completed by the Town of Rotterdam consultant Prime Engineering.

The following minor deviations were reviewed and approved by this office prior to implementation during construction:

1. The alignment of the force main was relocated to the north side of Fort Hunter Road from Station 5+00 to Station 8+44. This was done to provide greater depth of the force main under the NYS Thruway while staying above the high groundwater in the receiving pit. It also provided less conflicts with guide rails and steep slopes along the alignment. The modification did not alter the hydraulics of the system and did not require any design changes.



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2. Thy original design proposed a concrete buoyancy counter ballast slab at the finished grade of the equalization tanks and wet well. During the construction it was requested by the Town of Rotterdam TDE, Labella Associates, that the town would prefer the ballast be located near the bottom of the tanks. The ballast was constructed near the bottom of the tanks and the concrete pad at finished grade was changed to an asphalt pad. Design plans for this modification can be found in the Pump Station Manual prepared for the Town of Rotterdam.

3. The original approved plans specified a Kohler 80KW generator. A Generac 80KW generator was approved and provided.

4. A 4" vent pipe from the wet well was shown in addition to the 6" vent pipe between the two equalization tanks. It was determined that the 4" vent pipe was unnecessary and the 6" vent pipe provides adequate ventilation to prevent negative pressure from occurring in the system per the "10 States Standards". The 4" vent pipe was eliminated from the design during construction.

On August 9th, the pumps were tested by Koester Associates and found to be operating within the design parameters of the pump station. A copy of the startup testing and vendor certification has been submitted to the Town.

As-Built plans have been prepared relative to the work completed above and are included in the Pump Station Manual prepared for the Town of Rotterdam.

As required as a condition of approval, the project as described above is so certified.

Sincerely

Brett L. Steenburgh, P.E.
Engineer of Record



10/3/2024

RESOLUTION NO. 368.25

TO AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN INDUSTRIAL WASTEWATER DISCHARGE PERMIT WITH ELANTAS NORTH AMERICA LLC

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 Town Supervisor to negotiate and execute an industrial wastewater discharge permit with ELANTAS North America LLC, located at 200 Von Roll Drive, Schenectady, New York 12306, in accordance with Chapter 230 entitled "Sewers," Section 230-33 of the Code of the Town of Rotterdam, granting permission for the discharge of industrial processed wastewater to the Town of Rotterdam Wastewater Treatment Plant for a new term of January 1, 2026 through December 31, 2030.

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

DATED: December 10, 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:	December 1, 2025
TO:	Mollie Collins, Town Supervisor
FROM:	Lisa Gallo, DPW Coordinator
TITLE OF REQUEST:	Authorize Town Supervisor to sign Wastewater Discharge Permit
TOWN BOARD MEETING:	December 10, 2025
Background Information:	ELANTAS North America, LLC located at 200 Von Roll Drive in accordance with Chapter 230 entitled "Sewers," Section 230-33 of the Code of the Town of Rotterdam has permission for the discharge of industrial processed wastewater to the Town of Rotterdam Wastewater Treatment Plant.
Evaluation/Analysis:	They provide the Town of Rotterdam quarterly reports explaining what comes to the WWTP which do not exceed any limits of what the WWTP can handle. These reports are reviewed by the WWTP Operator quarterly for compliance. Their current permit expires December 31, 2025.
Recommendation(s):	Authorize Town Supervisor to sign Town of Rotterdam Industrial Wastewater Discharge Permit Number 2026-001 for the new term of January 1, 2026 – December 31, 2030.
Attachment/Document(s):	Town of Rotterdam Industrial Wastewater Discharge Permit from ELANTAS North America, LLC.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

TOWN OF ROTTERDAM INDUSTRIAL WASTEWATER DISCHARGE

PERMIT Number 2026-001

Effective Date: January 1, 2026 Expiration Date: December 31, 2030

In accordance with all terms and conditions of the Town of Rotterdam (Town) Code Section 230 and with any applicable provisions of Federal or State law or regulations, permission is hereby granted to:

ELANTAS North America, LLC
(Facility Name)

200 Von Roll Drive
Schenectady, NY 12306
(Address)

for the discharge of industrial process wastewater into the Town's Wastewater Treatment Works.

1. This permit is granted in accordance with and in conformity with plans, specifications, discharge monitoring reports and other data which are filed and considered part of this permit, together with the following conditions and requirements.

2. Industrial Wastewater Discharge (IWD) permits are issued to a specific user for a specific operation. IWD permits may not be reassigned or transferred to a new user, sold to a new owner, or used at a different premises or for a new or changed operation without prior written approval of the Town.

3. PERMIT APPEALS: The permittee may petition to appeal the terms of this permit within thirty (30) days of the receipt of this permit. This petition must be in writing. Failure to submit a petition for review shall be deemed to be a waiver of the appeal. In its' petition the permittee must indicate the permit provisions objected to, the reasons for this objection, and an alternate condition, if any, it seeks to be placed in the permit.

The effectiveness of this permit shall not be stayed pending a reconsideration by the Town. If, after considering the petition, the Town determines that reconsideration is proper, the Town shall remand the permit for reissuance, and those permit provisions being reconsidered shall be stayed pending reissuance.

4. The permittee shall apply for permit reissuance and minimum of one hundred twenty (120) days prior to the expiration of this permit.

5. Permit issued pursuant to Section 230-33 of the Town Code by:

Supervisor Town of Rotterdam

Date:

ELANTAS North America, LLC
Chase Wojtowecz
Date: 12/1/2025

STANDARD CONDITIONS

SECTION A. GENERAL CONDITIONS AND DEFINITIONS

1. Severability
The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

2. Duty to Comply
The permittee must comply with all conditions of this permit. Failure to comply with the requirements of this permit may be grounds for administrative action, or enforcement proceedings including civil or criminal penalties, injunctive relief, and summary abatements.

3. Duty to Mitigate
The permittee shall take all reasonable steps to minimize or correct any adverse impact to the public treatment plant or the environment resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

4. Permit Modification
This permit may be modified for good causes including, but not limited to, the following:

a. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;
b. Material or substantial alterations or additions to the permittee's operation processes, or discharge volume or character which were not considered in drafting the effective permit;
c. A change in any condition in either the permittee or the POTW that request either a temporary or permanent reduction or elimination of the authorized discharge;
d. Information indicating that the permitted discharge poses a threat to the Town's collection and treatment systems, POTW personnel or the receiving waters;
e. Violation of any terms or conditions of the permit;
f. Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required report;
g. Revision of or a grant of variance from such categorical standards pursuant to 40 CFR §403.13;
h. To correct typographical or other errors in the permit;
i. To reflect transfer of the facility ownership and/or operation to a new owner/operator; or
j. Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.

The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

5. Permit Termination

This permit may be terminated for the following reasons:

a. Falsifying self-monitoring reports;
b. Tampering with monitoring equipment;
c. Refusing to allow timely access to the facility premises and records;
d. Failure to meet effluent limitations;
e. Failure to pay fines;
f. Failure to pay sewer charges; or
g. Failure to meet compliance schedules.

6. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, rior any violation of Federal, State, or local laws or regulations.

7. Limitation on Permit Transfer

Permits may be reassigned or transferred to a new owner and/or operator with prior approval of the Town.

a. The permittee must give at least thirty (30) days advance notice to the Town.
b. The notice must include a written certification by the new owner which:
    1. States that the new owner has no immediate intent to change the facility's operations and processes;
    2. Identifies the specific date on which the transfer is to occur, and
    3. Acknowledges full responsibility for complying with the existing permit.

8. Continuation of Expired Permits

An expired permit will continue to be effective and enforceable until the permit is reissued if:

a. The permittee has submitted a complete permit application at least one hundred twenty (120) days prior to the expiration date of the user's existing permit; and
b. The failure to reissue the permit, prior to expiration of the previous permit, it is not due to any act or failure to act on the part of the permittee.

9. Dilution

The permittee shall not increase the use of potable or process water or, in any way, attempt to dilute an effluent as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this permit.

10. Definitions

a. Daily Maximum - The maximum allowable discharge of pollutant during a calendar day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetic coverage measurement of the pollutant concentration derived from all measurements taken that day.
b. Composite Sample - A sample that is collected over time, formed either by continuous sampling or by mixing discrete samples. The sample shall be a 24 hour composite sample collected as a constant sample volume at time intervals.
c. Grab Sample - An individual sample collected in less than 15 minutes, without regard for flow or time.
d. Instantaneous Maximum Concentration - The maximum concentration allowed in any single grab sample.
e. Cooling Water -
    1. Uncontaminated: Water used for cooling purposes only which has no direct contact with any raw material, intermediate, or final product and which does not contain a level of contaminants detectably higher than that of the intake water.
    2. Contaminated: Water used for cooling purposes only which may become contaminated either through the use of water treatment chemicals used for corrosion inhibitors or biocides, or by direct contact with process materials and/or wastewater.
f. Monthly Average - The arithmetic mean of the accepted values for effluent samples collected during a calendar month or specified 30-day period (as opposed to a rolling 30 day window).

g. Weekly Average - The arithmetic mean of the values for effluent samples collected over a period of seven consecutive days.

h. Quarterly- Once every three months.

i. Upset- Means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of actors beyond the reasonable control of the permittee, excluding such factors as operational error, improperly designed or inadequate treatment facilities, or improper operation and maintenance or lack thereof.

j. Bypass - Means the intentional diversion of wastes from any portion of a treatment facility.

11. General Prohibitive Standards

The permittee shall comply with all the general prohibitive discharge standards in Town Code Section 230-30 and 230-31.

a. Pollutants which create a fire or explosion hazard in the PTOW, including but not limited to waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 50 degrees Centigrade using the test methods specified in 40 CFR Part 261.21;

b. Pollutants having a corrosive property capable of causing damage or hazards to structures, equipment or personnel of the POTW; but in no case discharges with pH lower than 5.5 S.U. or higher than 9.5 S.U.;

c. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch, manure, or any other solids or viscous substances capable of causing obstructions or other interferences with proper operation of the POTW;

d. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or concentration which will cause interference with the POTW;

e. Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case heat in such quantities that the temperature at the POTW treatment plant exceeds 40°C (104F);

f. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;

g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

h. Pollutants which cause an exceedance of 10 percent of the Lower Explosive Limit (LEL) at any point within the POTW.

i. Toxic or poisonous substances in sufficient quantity to injure or interfere with any wastewater treatment process, to constitute hazards to humans or animals, or to create any hazard in waters which receive treated effluent from the sewer system treatment plant. Toxic wastes shall include, but are not limited to wastes containing cyanide, chromium, cadmium, mercury, copper, and nickel ions;

j. Noxious or malodorous gases or substances capable of creating a public nuisance; including pollutants which result in the presence of toxic gases, vapors, or fumes;

k. Solids of such character and quantity that special and unusual attention is required for their handling;

l. Any substance which may affect the treatment plant's effluent and cause violation of the SPDES permit requirements.

m. Any substance which would cause the treatment plant to be in noncompliance with sludge use, recycle or disposal criteria pursuant to guidelines or regulations developed under section 405 of the Clean Water Act, the solids Waste Disposal Act, the Clean Air Act, the toxic Substances Control Act or any other regulations or criteria for sludge management and disposal as required by State.

n. Wastewater containing color which is not removed in the treatment processes; or

o. Wastewater containing any radioactive wastes or isotopes.

12. Compliance with Applicable Pretreatment Standards and Requirements

Compliance with this permit does not relieve the permittee from its obligations regarding compliance with any and all applicable local, State and Federal pretreatment standards and requirements including any such standards or requirements that may become effective during the term of this permit.

SECTION B. - OPERATION AND MAINTENANCE OF POLLUTION CONTROLS

1. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes but is not limited to: effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve

2. Duty to Halt or Reduce Activity

Upon reduction of efficiency of operation, or loss or failure of all or part of the treatment facility, the permittee shall, to the extent necessary to maintain compliance with its permit, control its production or discharges (or both) until operation of the treatment facility is restored or an alternative method of treatment is provided. This requirement applies, for example, when the primary source of power of the treatment facility fails or is reduced. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to haltor reduce the permitted activity in order to maintain compliance with the conditions of this permit.

3. Bypass of Treatment Facilities

a. Bypass is prohibited unless it is unavoidable to prevent loss of life, personal injury, or severe property damage or no feasible alternatives exist.

b. The permittee may allow bypass to occur which does not cause effluent limitations to be exceeded, but only if it is also for essential maintenance to assure efficient operation.

4. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall be disposed of in accordance with Section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act.

SECTION C. - MONITORING AND RECORDS

1. Representative Sampling

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring points specified in this permit and, unless otherwise specified, before the effluent joins or is diluted by any other waste stream, body of water or substance. All equipment used for sampling and analysis must be routinely calibrated, inspected and maintained to ensure their accuracy. Monitoring points shall not be changed without notification to and the approval of the Town.

2. Flow Measurements

If flow measurement is required by this permit, the appropriate flow measurement devices and methods consistent with approved scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements are consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of less than 10 percent from true discharge rates throughout the range of expected discharge volumes.

3. Analytical Methods to Demonstrate Continued Compliance

All sampling and analysis required by this permit shall be performed in accordance with the techniques prescribed in40 CFR Part 136 and amendments thereto, otherwise approved by EPA, or as specified in the permit.

4. Additional Monitoring by the Permittee

If the permittee monitors any pollutant more frequently than required by this permit, using test procedures identified in Section C.3. above, the results of this monitoring shall be included in the permittee's self-monitoring reports.

5. Inspection and Entry

The permittee shall allow the Town, EPA, DEC, or the Approval Authority, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

a. Enter upon the permittee' premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit.
b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit.
c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit;
d. Sample or monitor, for the purposes of assuring permit compliance, any substances or parameters at any location; and
e. Inspect any production, manufacturing, fabricating, or storage area where pollutants, regulated under the permit, could originate, be stored, or be discharged to the sewer system.

6. Retention of Records

a. The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least three years from the date of the sample, measurement, repot or application. This period may be extended by request of the Town at any time.
b. All records that pertain to matters that are the subject of Town orders or any other enforcement or litigation activities brought by the Town shall be retained and preserved by the permittee until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

7. Record Contents

Records of sampling and analyses shall include:

a. The date, exact place, time, and methods of sampling or measurements, and sample preservation techniques or procedures;
b. Who performed the sampling or measurements;
c. The date(s) analyses were performed;
d. Who performed the analyses;
e. The analytical techniques or methods used; and
f. The results of such analyses.

Falsifying Information

Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, is a crime and may result in the imposition of criminal sanctions and/or civil penalties.

SECTION D. - ADDITIONAL REPORTING REQUIREMENTS

1. Planned Changes

The permittee shall give notice to the Town 90 days prior to any facility expansion, production increase, or process modifications which results in *new* or substantially increased discharges or a change in the nature of the discharge.

2. Anticipated Noncompliance

The permittee shall give advance notice to the Town of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

3. Automatic Resampling

If the results of the permittee's wastewater analysis indicates a violation has occurred, the permittee must notify the Town within 24 hours of becoming aware of the violation and repeat the sampling and pollutant analysis for the parameters in violation and submit, in writing, the results of this report analysis within 30 days after becoming aware of the violation.

4. Duty to Provide Information

The permittee shall furnish to the Town, within 30 days any information which the Town may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also, upon request, furnish to the Town within 30 days copies of any records required to be kept by this permit.

5. Signatory Requirements

All applications, reports, or information submitted to the Town must contain the following certification statement and be signed as required in Section (a), (b), (c) or (d) below:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

a. By a responsible corporate officer, if the permittee submitting the reports is a corporation. For the purpose of this paragraph, a responsible corporate officer means:
   1. a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation, or;
   2. the manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in first-quarter 2000 dollars), if authority to sign documents has been signed or delegated to the manager in accordance with corporate procedures.

b. By a general partner or proprietor if the permittee submitting the reports is a partnership or sole proprietorship respectively.

c. The principal executive officer or director having responsibility for the overall operation of the discharging facility if the permittee submitting the reports is a Federal, State, or local governmental entity, or their agents.

d. By a duly authorized representative if:
   1. the authorization is made in writing by the individual-described in paragraph (a), (b), or (c):
   2. the authorization specifies either an individuals or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or a well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and
   3. the written authorization is submitted to the Town.

e. If an authorization under paragraph (d) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for the environmental matters for the company, a new authorization satisfying the requirements of paragraph (d) of this section must be submitted to the Town prior to or together with any reports to be signed by an authorized representative.

6. Operating Upsets

a. Any permittee that experiences an upset in operations that places the permittee in a temporary state of noncompliance with the provisions of either this permit or with Section 230 of the Town code shall inform the Town within 24 hours of becoming aware of the upset at 393-4594 or (night time and weekend telephone number) after 5 p.m. Monday - Friday or weekends and holidays.

b. A written follow-up report of the upset shall be filed by the permittee with the Town within five days. The report shall specify.
   1. Description of the upset, the cause(s) thereof and the impact on the permittee's compliance status;
   2. Duration of noncompliance, including exact dates and times of noncompliance, and if not corrected, the anticipated time the noncompliance is expected to continue; and

3. All steps taken or to be taken to reduce, eliminate and prevent recurrence of such an upset.

c. The report must also demonstrate that the treatment facility was being operated in a prudent and workmanlike manner.

d. A documented and verified operating upset shall be an affirmative defense to any enforcement action brought against the permittee for violations attributable to the upset event.

7. Annual Publication

A list of all industrial users that were in significant noncompliance [as defined in 40 CFR §403.8(f)(2)(vii)] during the twelve (12) previous months shall be annually published by the Town in the largest daily newspaper within its service area. Accordingly, the permittee is apprised that noncompliance with this permit may lead to an enforcement action and may result in publication of its name in an appropriate newspaper in accordance with this section.

8. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil and/or criminal penalties for noncompliance under Town Code Section 230 or State or Federal laws or regulations.

9. Penalties for Violations of Permit Conditions

The Town Code Section 230-44 provides that any person who willfully or negligently violates permit conditions is subject to criminal penalties of a fine of up to $250, or by imprisonment for 15 days, or both. The permittee may also be subject to sanctions under State and/or Federal law.

10. Recovery of Costs Incurred

In addition to civil and criminal liability, the permittee violating any of the provisions of this permit or Town Code Section 230-44 or causing damage to or otherwise inhibiting the POTW shall be liable to the POTW for any expense, loss, or damage caused by such violation or discharge. The POTW shall bill the permittee for the costs incurred by the POTW for any cleaning, repair or replacement work caused by the violation or discharge. Refusal to pay the assessed costs shall constitute a separate violation.

ADDITIONAL WASTEWATER DISCHARGE LIMITS

Permittee: ELANTAS North America, LLC

In addition to the limitations set forth in Section 230-32 and 230-37 of The Town's Code, the permittee shall not discharge any pollutant in excess of the concentrations specified below.

Maximum Day Discharge (GPD): 100,000

Additional Pollutants: none

QUARTERLY COMPLIANCE MONITORING REPORT REQUIREMENTS

Permittee: ELANTAS North America, LLC

Facility Location: 200 Von Roll Drive, Schenectady, NY 12306

Sampling Location: Outfall shed located on the southern property line of the Permittee

Parameter	Limit	Units	Frequency	Sample Type
pH	5.5to 9.5	SU	quarterly	grab
Flow	100,000	Gallons per day	quarterly	24-hour continuous
Oil and Grease	200	mg/l	quarterly	grab
TOC	160	mg/l	quarterly	24-hour continuous
COD	500	mg/l	quarterly	24-hour continuous
Arsenic	0.2	mg/l	quarterly	24-hour continuous
Barium	4.0	mg/l	quarterly	24-hour continuous
Lead	0.2	mg/l	quarterly	24-hour continuous
Mercury	0.05	mg/l	quarterly	24-hour continuous

Notes:

1. All samples shall be taken on a day when the monitoring parameters are likely to be present in their maximum concentration.

2. All wastewater analyses must be performed by a laboratory certified by the New York State Department of Health.

3. All analyses shall be performed in accordance with the Code of Federal Regulations, 40 CFR Part 136, and amendments thereto.

4. Submit quarterly reports to the Town with the following statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

RESOLUTION NO. 369.25

TO AUTHORIZE HEALTHCARE INSURANCE CONTRACTS FOR 2026

THEREFORE, UPON MOTION OF Councilmember **_____,**

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute healthcare insurance contracts with Capital District Physician Health Plan, Inc. (CDPHP), MVP Health Services Corp. (MVP), and Anthem for employee healthcare coverage in the year 2026.

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

DATED: December 10, 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: December 2, 2025

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Health Insurance Renewal

TOWN BOARD MEETING: December 10, 2025

Background Information: The Town offers health insurance coverage to all full-time employees and elected officials through CDPHP, MVP, and Anthem on a calendar year term.

Evaluation/Analysis: Health insurance coverage will expire on December 31, 2025 unless a signed renew agreement is provided to the various health insurance providers.

Recommendation(s): Authorization for the Town Supervisor to sign a renewal agreement with the various health insurance providers.

Attachment/Document(s): Health insurance renewal rate sheet.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Capital District Physicians' Health Plan, Inc.
Town of Rotterdam (10008427)
HMO Large Group
01/01/2026 Renewal Date
3 Tier Rates

Albany

Police (PBA)

Active Benefits & Rates		Individual	Two-Person	N/A	Family
HM3Z26	$0/$0 INN DED, $25/$40 O/S COPAY, $500 INN HOSP, $75 OUT SURG, $100 ER, $100 AMB,50% DME,$0/$0 OOP MAX	$ 1,091.33	$ 2,291.79	$ 0.00	$ 2,837.46
HMRXL90Z26	$5/$20/$40	$ 249.79	$ 524.56	$ 0.00	$ 649.45
HMELGLTERM26	Change Eligibility Date Rider	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HMELGL1226	Domestic Partner - Same or Opposite Sex	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HMDMECPAP26/HMDMEL226	CPAP Supplies Covered in full./Change DME, Prosthetics, Medical Supplies, Cochlear Implants Coinsurance to 20%	$ 2.92	$ 6.13	$ 0.00	$ 7.59
HMUNNL126	Union Benefits Rider - Medical	$ 3.20	$ 6.72	$ 0.00	$ 8.32
HPPACAGF26	Healthcare Reform Mandatory Rider (Grandfathered with Preventive Care)	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HMVSNL226	Routine Eye Exam Every 24 Months Commencing on the Group Effective Date	$ 4.12	$ 8.65	$ 0.00	$ 10.71
HMELGLMC26/HMLABL26	Medicare Split Family (Subscriber moves to any Medicare plan)/Rider to Cover Lab Services in Full	$ 0.65	$ 1.37	$ 0.00	$ 1.69
Renewal Rates		**$ 1,352.01**	**$ 2,839.22**		**$ 3,515.22**

Current Rates	$ 1,183.55	$ 2,485.45	$ 0.00	$ 3,077.23
% Change	14.2%	14.2%	0.0%	14.2%
Current Enrollment	13	7	0	32

Underwriting Predications:
This plan is quoted as part of a classed out dual option (Plans HM3Z26 (Police) and HDHM1L26(Non-Police)).

Rates filed with NYSDFS as of August 25, 2025

BW (0031041-01 | Proposal 1) Cheryl Rotondi Marshall & Sterling Inc 10/10/2025

Capital District Physicians' Health Plan, Inc.
Town of Rotterdam (10008427)
HMO Large Group
01/01/2026 Renewal Date
3 Tier Rates

Albany

Non-Police

Active Benefits & Rates		Individual	Two-Person	N/A	Family
HDHM1L26	$1500/$3000 INN DED, $30/$50 O/S COPAY, $500 INN HOSP, $200 OUT SURG, $100 ER, $100 AMB,50% DME,$5000/$10000 OOP MAX, $10/$30/$50	$ 1,038.75	$ 2,181.38	$ 0.00	$ 2,700.75
HMELGLTERM26	Change Eligibility Date Rider	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HMELGL1226	Domestic Partner - Same or Opposite Sex	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HDHDMECPAP26/HDHMDMEL226	CPAP Supplies Covered in full.(Deductible applies)/Change DME, Prosthetics, Medical Supplies, Cochlear Implants Coinsurance to 20%	$ 2.23	$ 4.68	$ 0.00	$ 5.79
HDHMUNNL126	Union Benefits Rider - Medical	$ 3.03	$ 6.36	$ 0.00	$ 7.88
HDHMVSNL126	Routine Eye Exam Once per Plan Year Subject to Specialist Cost-Share	$ 1.96	$ 4.12	$ 0.00	$ 5.10
HDHMLABL26/HMELGLMC26	Rider to Cover Lab Services in Full/Medicare Split Family (Subscriber moves to any Medicare plan)	$ 0.45	$ 0.95	$ 0.00	$ 1.17
Renewal Rates		**$ 1,046.42**	**$ 2,197.49**		**$ 2,720.69**

Current Rates	$ 894.80	$ 1,879.07	$ 0.00	$ 2,326.48
% Change	16.9%	16.9%	0.0%	16.9%
Current Enrollment	41	10	0	20

Underwriting Predications:
This plan is quoted as part of a classed out dual option (Plans HM3Z26 (Police) and HDHM1L26(Non-Police)).

Rates filed with NYSDFS as of August 25, 2025

BW (0031041-01 | Proposal 1) Cheryl Rotondi Marshall & Sterling Inc 10/10/2025

Employer Group Size Attestation

Capital District Physicians' Health Plan, Inc. and CDPHP Universal Benefits,® Inc. (collectively referred to as CDPHP®) requires groups to attest to the following items: their group size and availability of essential pediatric dental coverage. Your prompt completion and return of this form to CDPHP, Attn: Group Services Unit, 500 Patroon Creek Blvd., Albany, New York, 12206-0157 is greatly appreciated.

NOTE TO LARGE GROUPS: You must complete, sign, and date the CDPHP Employer Group Size Attestation (#1 below.)

Group name: Town of Rotterdam

Federal tax ID #(s): 146002410

Group number: 10008427

Group effective/renewal date: 1/1/2026

Broker name (if applicable): Marshall & Sterling Inc

1. CDPHP Employer Group Size Attestation—For Small and Large Groups

Under New York law and the Affordable Care Act (ACA), the definition of "small group" is 1–100 full-time equivalent (FTE) employees. To assist you in calculating how many FTEs you have, go to www.dfs.ny.gov and enter "small group expansion" into the search box.

CDPHP is requesting that you attest to the size of your group in order to ensure that it is classified and rated accurately. By completing this form, the group hereby attests to the following: (Please check one)

- ◉ Large Group, as defined by New York law and the ACA (more than 100 FTEs in the prior calendar year)
- ○ Small Group, as defined by New York law and the ACA (1–100 FTEs in the prior calendar year)

Pursuant to 29 C.F.R. 2510.2-3(b), an "employee benefit plan" does not exist if no "employees" are covered by the plan. Pursuant to 29 C.F.R. 2510.3-1 and 29 C.F.R. 2590.732(d) an "employee" does not include the sole owner of a business or a spouse of the business owner.

- ○ Grandfathered group (as defined under the ACA), and the new definitions of large groups and small groups do not apply.

The group further attests that:

- It has calculated the number of employees using the guidelines set forth by New York and the ACA;
- It has accurately reported this number to CDPHP for purposes of underwriting insurance coverage for this group;
- It understands that CDPHP is relying on the group's disclosure of this information for accuracy and proper classification as large group or small group;
- It understands that it must comply with New York law and the ACA, and other laws to the extent applicable, and that the group's failure to comply with these laws on their effective dates could result in serious penalties being imposed on the group, and/or CDPHP, in addition to litigation, complaints, and other actions being brought against the group, and/or CDPHP

CDPHP reserves the right to audit a group's records related to their attestation that they are a large group or a small group. CDPHP shall give the group 10 days' notice of their intent to audit the group, and CDPHP shall be responsible for any and all reasonable costs associated with this audit.

1A. Total Employee Count—CMS Primary/Secondary Payer Calculation

Please provide the total number of part-time and full-time employees over the prior calendar year*:

149

**Total number of employed individuals, not total number of people covered under the plan. Visit CMS.gov for more information.*

2. Controlled Group or Affiliated Service Group Attestation—For Small and Large Groups

By completing this section, the group hereby attests that they are a Controlled Group or an Affiliated Service (Please check one)

○ **Controlled Groups (IRS Code sections 414(b) and (c))**

Group size under a Controlled Group is determined based upon the total FTEs for all entities. In order to combine separate groups into one employer group for group insurance purposes, CDPHP will require documentation that 80% of each entity is owned by the same person or set of people.

Please check if any of the conditions apply:

○ Multiple tax identification numbers are listed above.

○ This/These groups are owned by another entity.

○ This group owns another entity.

○ This group is one of multiple groups that are owned by the same entity/entities.

If any of the above conditions apply, tax documentation certifying at least 80% common ownership must be submitted. Acceptable tax forms are: (1) IRS Form 851 (Affiliations Schedule) with the names of all entities OR (2) Schedule K-1 (Form 1065).

Please list the names of all members of the controlled group:

_____

_____

_____

_____

_____

_____

○ **Affiliated Service Group (IRS Code section 414(m)).**

Please indicate what documentation you are supplying to verify the group's status as an Affiliated Service Group and include noted documentation with your submission of this form:

_____

_____

_____

(Include additional sheets if necessary)

Please list the names of all organizations that are part of the affiliated service group:

_____

_____

_____

3. Essential Pediatric Dental Coverage Group Attestation—For Small Groups Only

- ○ **Small Group (1–100 employees)** ***(complete section 3 below)***
- ○ **Large Group (100+ employees)** ***(essential pediatric dental coverage is not required)***

In an effort to make health care more accessible, the Affordable Care Act (ACA) requires that all small group health plans provide coverage for a range of core services known as Essential Health Benefits (EHBs), one of which is pediatric dental care. This form may be submitted to membership@cdphp.com.

Enrollment and Billing

CDPHP is helping to ensure our members with small group health plans have this essential coverage. If you select a Delta Dental group plan through CDPHP, we will enroll your employees and their covered dependents in the Delta Dental Pediatric Dental Plan. You will be billed for all enrolled individuals (subscribers and dependents).

Optional Attestation

If you are providing your employees the essential pediatric dental coverage from another plan not offered by CDPHP, you have the option to opt out from the Delta Dental Pediatric Dental Plan through CDPHP on behalf of your employees. By signing below, you are attesting that you are already meeting the essential pediatric dental coverage requirements through another plan, and you are disenrolling your employees from the CDPHP pediatric dental coverage through Delta Dental.

Group name: _____

CDPHP group ID#: _____

Name of company issuing the standalone dental coverage: _____

Effective date of the standalone dental plan: _____

Agreement

I certify that I, as an authorized designee of the above-named employer group, have obtained standalone dental coverage that provides a pediatric dental essential health benefit to my employees and their dependents through a NY State of Health™-certified standalone dental plan offered outside NY State of Health.

I hereby represent that all information furnished by me hereon is true and complete to the best of my knowledge. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed $5,000 and the stated value of the claim for such violation.

Print Name: _____

Signature: _____ **Date:** _____

Anthem

November 10, 2025

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

Dear Ms. Collins:

Anthem Blue Cross is pleased to present the enclosed renewal for your Vision insurance coverage effective January 1, 2026 through December 31, 2027. We hope this coverage has fulfilled your expectations as we place a high value on continuing our relationship with you. Attached you will find an exhibit which illustrates your renewal rates.

To ensure a smooth transition into the new contract period, we request that you return an original signed renewal to my attention thirty (30) days prior to the renewal date.

We value your business and look forward to our continued partnership. Please feel free to contact me with any questions at (838) 280-5523. We recognize you have a choice in vision care benefits and appreciate the trust you have placed with us.

Sincerely,

Kevin R. Avery

Kevin Avery
Account Manager

Enclosure

cc: Kathy Haase, Marshall & Sterling Employee Benefits, Inc.
Jason O'Malley, Anthem Blue Cross

Services provided by Anthem HealthChoice HMO, Inc. and/or Anthem HealthChoice Assurance, Inc., licensees of the Blue Cross and Blue Shield Association, an association of Independent Blue Cross and Blue Shield plans. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

Renewal plans and rates

Town of Rotterdam
Effective January 01, 2026 through December 31, 2027 (Rates are guaranteed for 24 months)
Total Eligible Employees: 170

Anthem

	Select SOLD PLAN	FS.B.10.20.130.130 9RAE	FS.B.10.20.130.130 9RAE
Select Plan Here		**Standard INN**	**Standard INN**
In-network benefit category	**Plan Type**	Full Service	Full Service
	Participation Type	Non Voluntary	Non Voluntary
	Exam Copay and Frequency	$10 Once every 12 months	$10 Once every 12 months
	Exam (PLUS) Copay and Frequency	Not Applicable	Not Applicable
	Prescription Lens Copay and Frequency	$20 Once every 12 months	$20 Once every 12 months
	Frame Benefit and Frequency	$130 Once every 24 months	$130 Once every 24 months
	Frame (PLUS) Benefit and Frequency	Not Applicable	Not Applicable
	Elective Contact Lens Benefit and Frequency	$130 Once every 12 months	$130 Once every 12 months
	Elective Contact Lens (PLUS) Benefit and Frequency	Not Applicable	Not Applicable
	Non Elective Contact Lens Benefit and Frequency	Covered in Full Once every 12 months	Covered in Full Once every 12 months
		Standard ONN	**Standard ONN**
Out-of-network benefit category	**Exam Reimbursement**	Up to $40	Up to $40
	Eyeglass Lens Single Reimbursement	Up to $25	Up to $25
	Eyeglass Lens Bifocal Reimbursement	Up to $49	Up to $40
	Eyeglass Lens Trifocal Reimbursement	Up to $55	Up to $55
	Frame Reimbursement	Up to $45	Up to $45
	Elective Contact Lens Reimbursement	Up to $105	Up to $105
	Non Elective Contact Lens Reimbursement	Up to $210	Up to $210
	Commission (Percent)	4.00%	4.00%
	Funding	Fully Insured	Fully Insured
		Employees / Quoted Monthly Rates	Employees / Current Monthly Rates
Total	**Employee**	11 / $5.80	11 / $5.80
	Employee+Spouse	20 / $11.60	20 / $11.60
	Employee+Child(ren)	3 / $11.89	3 / $11.89
	Employee+Family	23 / $17.69	23 / $17.69
	Total Employees	57	57
	Total monthly premium	$738.34	$738.34
	Total annual premium	$8,860.08	$8,860.08

Authorized Signature: _____

By typing my name I intend for it to serve as my signature, and that I am authorized to sign on behalf of this group.

Title: _____

Date: _____

Anthem Blue Cross is the trade name of Anthem HealthChoice HMO, Inc. and Anthem HealthChoice Assurance, Inc. Anthem Blue Cross HP is the trade name of Anthem HP, LLC. Independent licensees of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

Standard Discounts for Full Service

Additional savings available from In-Network Providers

When obtaining covered eyewear from a Blue View Vision provider, members may choose to upgrade their new eyeglass lenses at a discounted cost. Costs shown are after any applicable eyeglass lens copayments.

Description	Member cost
Progressive Lenses	
Standard	$65
Premium Tier 1	$85
Premium Tier 2	$95
Premium Tier 3	$110
Anti-Reflective Coating	
Standard	$45
Premium Tier 1	$57
Premium Tier 2	$68
Transitions Lenses (Adults)	$75
Transitions Lenses (Pediatric)	$0
Standard Polycarbonate (Adult)	$40
Standard Polycarbonate (Pediatric)	$0
Standard Scratch Coating	$0
UV Coating	$15
Tint (Solid and Gradient)	$15
Other lens upgrades and add-ons	20% off retail price
Frame	20% off remaining balance

Description	Member cost
Elective Contact Lenses (Non-Disposable) Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.	15% off remaining balance
Standard Contact Lens Fit and Follow-Up (after comprehensive eye exam)	Up to $55
Premium Contact Lens Fit and Follow-Up (after comprehensive eye exam)	10% off retail price
Additional Supplies of Conventional Contact Lenses (after benefits have been used)	15% off retail price
Retinal Imaging (must be obtained at same time as covered eye exam)	Up to $39
Additional Complete Pairs of Eyeglasses (frames and lenses)	40% off retail price
Eyeglass Frames and Lenses Purchased Separately	20% off retail price
Other Items Other items including most non-prescription sunglasses and other eyewear accessories such as lens cleaning supplies, contact lens solutions, eyeglass cases, etc.	20% off retail price

Other discounts offers on LASIK surgery and much more are available through our SpecialOffers program

- This information is intended to be a brief outline of plan benefits. The most detailed description of benefits, exclusions, and restrictions can be found in the Certificate of Coverage. Discounts are subject to change without notice. Laws in some states may prohibit network providers from discounting products and services that are not covered benefits under the plan. Discounts will not apply when a manufacturer has imposed a no discount policy on the item.
- Transitions and the swirl are registered trademarks of Transitions Optical, Inc
- Eyeglass Lenses are in Lieu of Contact Lenses. If you receive elective or non-elective contact lenses then no benefits will be available for eyeglass lenses until you satisfy the benefit frequency listed in this Schedule of Benefits.
- In order to receive the enhanced benefits on PLUS plans you must go to a PLUS provider

Assumptions and Conditions

Town of Rotterdam

Effective January 01, 2026 through December 31, 2027 (Rates are guaranteed for 24 months)

Anthem

Quote highlights

Funding type: Fully Insured

If the following underwriting assumptions and conditions are not met, the terms and premium rates in this package will not be valid.

Non Voluntary:

Participation: 60% or higher, minimum enrolled 2

Voluntary:

Participation: 59.9% or lower, minimum enrolled 10

Dual Option Offerings: For groups qualified to purchase two plans, the group may select a Standard plan and a Standard PLUS plan. However, the group cannot have the same benefit plan design on the Standard and the Standard PLUS plan.

- A change in the contract period may require a recalculation of rates.
- The rates are contingent upon full replacement.
- The rates reflect 33.5% total vision participation. If actual participation is lower than 60%, this proposal may be withdrawn.
- The rates provided assume that you qualify for large group coverage, which requires that you have at least 101 FTEs for coverage. For purposes of large group coverage, eligible employees include:

> permanent hourly/salary wage employees who are regularly scheduled to work at least 30 hours per week (underwriting approval required for reduced minimum number of hours) throughout the year.
> commissioned employees who receive W-2 IRS filing from their employer and who are scheduled to work at least 30 hours per week (underwriting approval required for reduced minimum number of hours) throughout the year.
> retirees, provided that underwriting has approved the retiree offering.
> union employees who are not eligible for health insurance under a Collective Bargaining Agreement.

- Employees in the waiting period are included as eligible employees.
- If you do not have 101 or more FTEs, please notify us prior to the renewal date so that we can provide you with small group rates.
- The rates are based on 170 eligible employees. If the actual number of eligible contracts differs by 10% or more, Anthem reserves the right to revise the rates.
- If the ratio of the number of Non-Medicare total enrolled members (insureds) to the number of Non-Medicare enrolled subscribers (active enrollees) exceeds 2.8 on the initial effective date or any time thereafter, Anthem shall have the right, upon 30 days notice, to adjust the rates and enforce four tier rating.
- In addition to the applicable commissions paid to the broker (including a general agent or consultant) on the business sold, the broker may receive payments from Anthem or may participate in non-cash award programs, under one or more broker compensation programs (inclusive of overrides, incentive or bonus programs) that may have been based on aggregate sales, business quality, or persistency. Except to the extent that they contributed to Anthem's general administrative charges, such broker compensation programs are not charged specifically to an individual customer's account. You can obtain additional information regarding Anthem's large group commission rate schedules and its broker compensation programs by visiting www.anthem.com or by contacting your Anthem representative.

Anthem Blue Cross is the trade name of Anthem HealthChoice HMO, Inc. and Anthem HealthChoice Assurance, Inc. Anthem Blue Cross HP is the trade name of Anthem HP, LLC. Independent licensees of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

Vision Proposal ID: Town_of_Rotterdam_010126_100225145619_RARE_VISION

Anthem

Town of Rotterdam
Featured Plans and Rates - MAPD
Effective: January 01, 2026 through December 31, 2026

Medical Plan	Custom Medicare Advantage PPO 10PL
Pharmacy Plan	Custom $0/$15/$30 E3 ECDMLP
Members	129
Medical & Pharmacy Total (monthly billed PMPM Rate)	$348.64
Total monthly premium	$44,975
Total annual premium	$539,695

The quoted rates are subject to the attached Assumptions and Conditions.

Plan(s) Selected: _____
Authorized Signature: _____
Title: _____
Date: _____

A20230217 A20230217

V.K. 9/8/2025

Town of Rotterdam Assumptions & Conditions Effective 01/01/2026 through 12/31/2026

Rates, rate guarantees, and benefits may need to be revised based on the effects of legislative, regulatory or other actions including, but not limited to, CMS guidance which becomes effective or is modified effective during the quoted product years. This includes additional CMS guidance in the Part D plan as part of the Inflation Reduction Act (IRA). This also includes the CMS annual notice of Capitation Rates and Payment Policies and any benchmark changes, risk score actions, or changes in payment methodologies.

Plan parameters and formularies are approved by CMS on an annual basis and can change in January each year. All Part D plan changes, such as deductibles, copays, Part D and non-Part D drug coverage, may only be implemented on the group's original effective date and in January of each year thereafter.

Quote assumes Group will pay, on behalf of its members, any Late Enrollment Penalties (LEP) for applicable members. Should Group request Anthem to provide LEP billing directly to members, a premium adjustment may apply.

Participants must have both Medicare Parts A and B.

Eligibility for coverage for subscribers or their dependents is based on the subscriber and/or dependents meeting their group's requirements for coverage of retirees' medical benefits.

Contracted rates are on a Per-Member-Per-Month (PMPM) basis. Each individual will receive the same equal rate; a two member contract would receive twice the rate; a three member contract would receive triple the rate.

The group will contribute 50% of the premium. If the group's contribution varies from the current strategy, Anthem must be promptly notified and reserves the right to re-evaluate its underwriting position, rates and rate guarantees. If more than one plan is offered to members, then Town of Rotterdam shall offer Anthem plan coverage to all eligible persons at terms and contribution levels that are no less favorable than those applicable to any other retiree health coverage available through Town of Rotterdam.

Rates and rate guarantees assume the group/fund membership will not vary more than 10% from the quoted membership of 129 Medicare members.

Broker Commissions are included at $12.50 PMPM.

This quote assumes Anthem will be the exclusive post-65 retiree offering. Furthermore, the quote assumes that Anthem will offer a single plan design. Any additional plan selections will be subject to underwriting consideration and possible adjustments.

The group's eligibility policy does not allow for retirees to enroll in a group sponsored medical plan if the retiree has previously declined coverage.

Plan change requests made within 45 days before either the effective date or the start of open enrollment may result in a rate adjustment to account for additional costs incurred due to duplicative implementation efforts.

This proposal expires 60 days from the date of release or on the effective date, whichever is sooner.

This quote is contingent upon the majority of the enrolled membership residing in an adequate network service area. The service area and plan design are subject to CMS approval.

Additional communications beyond those mandated by CMS or operationally required in accordance with Anthem standard processes, such as printed home mailers, may be subject to additional marketing communication charges to the group for development, fulfillment, and/or mailing.

This quote assumes co-branding (plan sponsor name and/ or logo is allowed on member materials including Medicare Advantage plan quality and health programs).

Medical and prescription drug plans must be sold as a package.

V.K. 9/8/2025

MVP Health Care
NEW YORK GROUP RATE QUOTE
Stand Alone Offerings

MVP HEALTH CARE

Customer Name: **TOWN OF ROTTERDAM**
Group Number: **213635**
Contract Period: **1/1/2026 - 12/31/2026**

These rates are Guaranteed provided all contingencies are met and products are approved as filed

	Sold [X] Option 1		Sold [X] Option 2	
	Rating Region	**Associated Sub Group(s)**	**Rating Region**	**Associated Sub Group(s)**
	Ex1	0001	Ex1	0001
Product	**HMOGF**		**HMOGF**	
Base Plan	**COC10+LPGFG**		**COC15+LPGFG**	
	Quoted Rates		**Quoted Rates**	
Single	$1,243.65		$1,218.80	
Double	$2,860.40		$2,803.25	
Family	$3,046.94		$2,986.05	

Benefit Summary

Product	**COC10+LPGFG**	**COC15+LPGFG**
Base Plan		
In Network:		
PCP/SPC OV:	$10	$15
Deductible:	N/A	N/A
Coinsurance:	N/A	N/A
Out of Pocket Max:	N/A	N/A
Inpatient:	$0	$0
Emergency:	$35	$50
Outpatient Surg:	$10	$15
Pharmacy:	$5/$20/$40	$5/$20/$40
Additional:	Exclusion of Prev Dental Rx Removes MAC pricing Mail Order Rx 2.5x to 2.0x	Exclusion of Prev Dental Rx Removes MAC pricing Mail Order Rx 2.5x to 2.0x

Quote Contingencies

NY Large Group Location Attestation Form Required
Employer Group Size Attestation may be required annually to verify Large group status prior to renewal implementation
MVP reserves the right to adjust rates due to changes in federal or state benefit mandates or tax policies.
All of the benefits noted above are a summary. Please see the plans benefit document for full details.
Subject to Home Office Approval.

- Rider Codes: Option 1 RX-RX502LGFG MED500LGFB RX-RX550LGFB RX-RX551LGF
- Rider Codes: Option 2 RX-RX502LGFG MED500LGFB RX-RX550LGFB RX-RX551LGF

Marketing Representative: **Date:**

Group Representative/Broker: **Date:**

MVP Health Care
NEW YORK GROUP RATE QUOTE
Stand Alone Offerings

Customer Name:	**TOWN OF ROTTERDAM**
Group Number:	**213635**
Contract Period:	**1/1/2026 - 12/31/2026**

These rates are Guaranteed provided all contingencies are met and products are approved as filed

Sold ☒
Option 3

Rating Region	Associated Sub Group(s)
Ex1	0001

Product	**HMOGF**
Base Plan	**COC2540LPGFG**
	Quoted Rates
Single	$1,159.77
Double	$2,667.48
Family	$2,841.43

Benefit Summary

Product	
Base Plan	**COC2540LPGFG**
In Network:	
PCP/SPC OV:	$25/$40
Deductible:	N/A
Coinsurance:	N/A
Out of Pocket Max:	N/A
Inpatient:	$500
Emergency:	$100
Outpatient Surg:	$75
Pharmacy:	$5/$20/$40
Additional:	Exclusion of Prev Dental Rx Removes MAC pricing Mail Order Rx 2.5x to 2.0x

Quote Contingencies

NY Large Group Location Attestation Form Required
Employer Group Size Attestation may be required annually to verify Large group status prior to renewal implementation
MVP reserves the right to adjust rates due to changes in federal or state benefit mandates or tax policies.
All of the benefits noted above are a summary. Please see the plans benefit document for full details.
Subject to Home Office Approval.

• Rider Codes: Option 3 RX-RX502LGFG MED500LGFB RX-RX550LGFB RX-RX551LGF

Marketing Representative: **Date:**

Group Representative/Broker: **Date:**

RESOLUTION NO. 370.25

TO AUTHORIZE PROPERTY AND CASUALTY INSURANCE RENEWAL AGREEMENTS FOR 2026

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute agreements for insurance coverage for the year 2026 consistent with the proposal dated 11/21/2025 from USI Ins. Services LLC, and The Travelers Companies Inc. and its affiliates.

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

DATED: December 10, 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: December 2, 2025

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Property and Casualty Insurance Renewal

TOWN BOARD MEETING: December 10, 2025

Background Information: USI Insurance Services requested proposals from several insurance companies for the 2026 policy period on behalf of the Town regarding various forms of property and casualty insurance. Only Travelers Insurance Co., the incumbent provider, provided a competitive quote. Premiums have increased overall by 8%. This was expected and consistent with the Town's increased exposure base, loss experience, and current municipal insurance marketplace. The overall exposure base has increased by 5%. Rate increases are slightly under 6%.

Evaluation/Analysis: Discussions with prospective alternative Municipal Insurance Underwriters indicated they would again not be competitive with Travelers Public Sector Insurance. Travelers is the Number 1 insurer of Municipalities in the USA, has an A.M Best rating of A++ Superior, and has proven to be a stable & responsive carrier. Their Claims & Risk Control services have been exemplary.

Recommendation(s): Authorization for the Town Supervisor to sign a renewal agreement with Travelers for the 2026 package policy.

Attachment/Document(s): Travelers package proposal and renewal agreement.

Effect on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

TRAVELERS



PRESENTED BY

USI INS SERVICES LLC
726 EXCHANGE ST STE 618
BUFFALO, NY 14210

PROPOSED ON 11/21/2025 FOR

TOWN OF ROTTERDAM
1100 SUNRISE BLVD
ROTTERDAM, NY 12306

On behalf of **USI INS SERVICES LLC** and **The Travelers Companies, Inc. and its affiliates**, we appreciate the opportunity to provide **TOWN OF ROTTERDAM** with the following policy proposal.



Travelers Risk Control: Our Expertise is Your Advantage

Travelers Risk Control is an innovative provider of cost-effective risk management services and products. As one of the largest Risk Control departments in the industry, our scale allows the right resource at the right time to meet customer needs. For over 110 years, our loss prevention professionals have assisted agents, brokers and customers across the country and around the world.

https://www.travelers.com/risk-control



Claim Services:

Travelers has over 11,000 highly trained Claim professionals located across the U.S. Our local field representatives are supported by teams of dedicated customer service, catastrophe response, legal, medical, investigative, engineering, and large loss experts. Claims can be complex and expensive. We'll help you manage claims to control your total risk-related costs.

https://www.travelers.com/claims

Meet your Travelers team

General

Overall Account
Elizabeth Roman
Account Executive
EVROMAN@travelers.com
860-954-9295

Policy Services
Christine Butler
Operations Account Specialist
CBUTLER7@travelers.com
651-310-3044

To report, ask a question or discuss a claim please call 1-800-238-6225. A Claim Customer Service Representative is available 24 hours a day, 7 days a week to take the first notice of loss or provide assistance on any existing claim.

Your policies

Commercial Package Program - Simp. Occ.

Policy Number H-630-0T02195A-TIL-26

Effective 01/01/2026 – 01/01/2027

Insuring Company TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

General Liability

Policy Number ZLP-21P59874-26-PB

Effective 01/01/2026 – 01/01/2027

Insuring Company THE TRAVELERS INDEMNITY COMPANY

Employee Benefit Liability

Policy Number ZLP-21P59874-26-PB

Effective 01/01/2026 – 01/01/2027

Insuring Company THE TRAVELERS INDEMNITY COMPANY

Law Enforcement Liability

Policy Number ZLP-21P59874-26-PB

Effective 01/01/2026 – 01/01/2027

Insuring Company THE TRAVELERS INDEMNITY COMPANY

Public Entity Management Liability

Policy Number ZLP-21P59874-26-PB

Effective 01/01/2026 – 01/01/2027

Insuring Company THE TRAVELERS INDEMNITY COMPANY

Public Entity Employment-Related Practices Liability

Policy Number ZLP-21P59874-26-PB

Effective 01/01/2026 – 01/01/2027

Insuring Company THE TRAVELERS INDEMNITY COMPANY

Auto Liability

Effective 01/01/2026 – 01/01/2027

Insuring Company THE TRAVELERS INDEMNITY COMPANY

Auto Physical Damage

Effective 01/01/2026 – 01/01/2027

Insuring Company THE TRAVELERS INDEMNITY COMPANY

Umbrella Liability

Policy Number ZUP-31N48419-26-PB

Effective 01/01/2026 – 01/01/2027

Insuring Company THE TRAVELERS INDEMNITY COMPANY

Locations schedule

630 - 0T02195A – Commercial Package Program - Simp. Occ.

LOC/BLDG	DESCRIPTION	ADDRESS
1/1	TOWN HALL	1100 SUNRISE BLVD, ROTTERDAM, NY 12306
2/2	POLICE STATION	101 PRINCETOWN RD, ROTTERDAM, NY 12306
2/3	POLICE STATION STORAGE	101 PRINCETOWN RD, ROTTERDAM, NY 12306
3/4	HIGHWAY GARAGE	54 DUANESBURG RD, ROTTERDAM, NY 12306
4/5	SR CITIZEN CENTER	2639 HAMBURG ST, ROTTERDAM, NY 12306
5/6	FIRE TRAINING BUILDING	40 W CAMPBELL RD, ROTTERDAM, NY 12306
5/7	FIRE TRAINING CLASSROOM	40 W CAMPBELL RD, ROTTERDAM, NY 12306
5/8	FIRE TRAINING STORAGE	40 W CAMPBELL RD, ROTTERDAM, NY 12306
5/9	TRAINING TOWER	40 W CAMPBELL RD, ROTTERDAM, NY 12306
6/10	PARKS-TRAFSAFBD	40 W CAMPELL RD, ROTTERDAM, NY 12306
6/11	PARKS DEPT GARAGE	40 W CAMPELL RD, ROTTERDAM, NY 12306
7/12	PARK PAVILLION	152 BOXWOOD DR, ROTTERDAM, NY 12306
8/13	PARK PAVILLION	2129 FIERO AVE, ROTTERDAM, NY 12306
9/14	PARK CONCESS-PRESS BOX	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/15	PARK RESTROOM	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/16	PARK PAVILLION	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/17	FENCES-DUGOUT-SCOREBOARD	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/18	TOOL SHED ADJ BATTING CAGE	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/19	MISC IMPROVE-PLAYGROUND	1160 FAYETTE DR, ROTTERDAM, NY 12306
10/20	PARK PAVILLION	30 JURACKA PKWY, ROTTERDAM, NY 12306
10/21	FENCING-PLAYGROUND-EQUIPMENT	30 JURACKA PKWY, ROTTERDAM, NY 12306
11/22	PARK CONCESS-PRESS BOX	1160 FOURTH ST, ROTTERDAM, NY 12306
11/23	PARK STORAGE 1	1160 FOURTH ST, ROTTERDAM, NY 12306
11/24	PARK STORAGE 2	1160 FOURTH ST, ROTTERDAM, NY 12306
11/25	DUGOUT 1	1160 FOURTH ST, ROTTERDAM, NY 12306
11/26	DUGOUT 2	1160 FOURTH ST, ROTTERDAM, NY 12306
11/27	PARK PAVILLION	1160 FOURTH ST, ROTTERDAM, NY 12306
11/28	FENCES-SCOREBOARD-MISC EQUIPMENT	1160 FOURTH ST, ROTTERDAM, NY 12306
11/29	SEWER PUMP STATION	1160 FOURTH ST, ROTTERDAM, NY 12306
12/30	BABE RUTH CONCESS-PRESSBOX	912 POUTRE AVE, ROTTERDAM, NY 12306
12/31	FIELD STORAGE-BATTING CAGE	912 POUTRE AVE, ROTTERDAM, NY 12306
12/32	FIELD CONCESS-PRESS BOX	912 POUTRE AVE, ROTTERDAM, NY 12306
12/33	DUGOUT 1 BABE RUTH	912 POUTRE AVE, ROTTERDAM, NY 12306
12/34	DUGOUT 2 BABE RUTH	912 POUTRE AVE, ROTTERDAM, NY 12306

12/35	LITTLE LEAGUE CONCESS-PRESS BOX	912 POUTRE AVE, ROTTERDAM, NY 12306
12/36	DUGOUT 1 LITTLE LEAGUE	912 POUTRE AVE, ROTTERDAM, NY 12306
12/37	DUGOUT 2 LITTLE LEAGUE	912 POUTRE AVE, ROTTERDAM, NY 12306
12/38	LITTLE LEAUGE FIELD STORAGE	912 POUTRE AVE, ROTTERDAM, NY 12306
12/39	FENCES-LIGHTING-SCOREBOARDS	912 POUTRE AVE, ROTTERDAM, NY 12306
12/40	PLAYGROUND EQUIPMENT	912 POUTRE AVE, ROTTERDAM, NY 12306
13/42	PLAY GROUND EQUIPMENT	CURRY RD AND POUTRE AVE, ROTTERDAM, NY 12306
14/43	PARK CONCESS	19 PUTMAN ST (RIVER RD), ROTTERDAM, NY 12306
14/44	DUGOUT 1	RIVER ROAD-RJ, ROTTERDAM, NY 12306
14/45	DUGOUT 2	RIVER ROAD-RJ, ROTTERDAM, NY 12306
14/46	FENCE	19 PUTMAN ST (RIVER RD), ROTTERDAM, NY 12306
14/47	PLAYGROUND EQUIPMENT	RIVER ROAD (PUTNAM ST) - RJ, ROTTERDAM, NY 12306
14/48	PARK PAVILLION-WOESTINA	RIVER ROAD (PUTNAM ST) - RJ, ROTTERDAM, NY 12306
15/49	PAVILLION KIWANIS PARK	E S RIVER RD, RTE-5S-K, ROTTERDAM, NY 12306
15/50	BUILDING KWANIS PARK	E S RIVER RD, RTE-5S-K, ROTTERDAM, NY 12306
16/51	SEWAGE TREATMENT-ORIG PUMP HOUSE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/52	TANK EQUTPMENT CLARIFIER	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/53	WATER HOLDING TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/54	SPLITTER BOX CONTROL GATE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/55	CONCRETE FILTER TANKS	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/56	SEWER PUMP STATION	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/57	4 ROTATING BIO DISCS W-FG ENCLOSURE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/58	SEWER PUMP STATION-SAND FILTER BUIL	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/59	SETTLE TANK SLUDGE PUMP STATION	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/60	SLUDGE PROCESS TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/61	GRAVITY THICKENER	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/62	OLD DIGESTER BUILDING	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/63	OLD SLUDGE TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/64	SECONDARY SETTLE TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/65	CONCRETE FINAL DISINFECTANT TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/66	OLD SLUDGE DRYBED	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/67	STEEL FENCE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/68	SEWAGE TREATMENT OFFICE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/69	GARAGE	26 W CAMPBELL RD, ROTTERDAM, NY 12306

16/70	SEWAGE TREATMENT PRELIM BUILDING	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/71	SEWAGE TREATMENT BELT PRESS BUILDIN	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/72	SHED	26 W CAMPBELL RD, ROTTERDAM, NY 12306
17/73	WATER DIST3-WELL 1	1214 MAIN ST, ROTTERDAM JUNCTION, NY 12150
17/74	WATER DIST3-WELL 2	1214 MAIN ST, ROTTERDAM JUNCTION, NY 12150
17/75	FENCING	1214 MAIN ST, ROTTERDAM JUNCTION, NY 12150
18/76	SEWER PUMP STATION 01	1510 CURRY RD, ROTTERDAM, NY 12306
18/77	FENCING	1510 CURRY RD, ROTTERDAM, NY 12306
19/78	SEWER PUMP STATION 06	121 GULLOT DR, ROTTERDAM, NY 12306
19/79	MISC IMPROVEMENTS	121 GULLOT DR, ROTTERDAM, NY 12306
20/80	WATER PUMPING STATION 1	49 RICE RD, ROTTERDAM, NY 12306
20/81	PUMP STATION 2-CONTROL ROOM	49 RICE RD, ROTTERDAM, NY 12306
20/82	PUMP STATION 3	49 RICE RD, ROTTERDAM, NY 12306
20/83	PUMP STATION 4	49 RICE RD, ROTTERDAM, NY 12306
20/84	GENERATOR BUILDING	49 RICE RD, ROTTERDAM, NY 12306
20/85	FENCING	49 RICE RD, ROTTERDAM, NY 12306
20/86	GARAGE	49 RICE RD, ROTTERDAM, NY 12306
20/87	WELL HOUSE-GARAGE WATER WELL 5	49 RICE RD, ROTTERDAM, NY 12306
20/88	CHLORINE BUILDING	49 RICE RD, ROTTERDAM, NY 12306
21/89	VALVE HOUSE	2230 HELDERBERG AVE., ROTTERDAM, NY 12306
21/90	WATER TOWER 5	2230 HELDERBERG AVE., ROTTERDAM, NY 12306
21/91	FENCING	2230 HELDERBERG AVE., ROTTERDAM, NY 12306
22/92	VALVE HOUSE	1000 BERNARD ST, ROTTERDAM, NY 12306
22/93	WATER TOWER 1	1000 BERNARD ST, ROTTERDAM, NY 12306
22/94	FENCING	1000 BERNARD ST, ROTTERDAM, NY 12306
23/95	VALVE HOUSE	HULLET RD, ROTTERDAM, NY 12306
23/96	WATER TOWER 2	HULLET RD, ROTTERDAM, NY 12306
23/97	FENCING	HULLET RD, ROTTERDAM, NY 12306
24/98	WATER TOWER 5	MAY AVE, ROTTERDAM, NY 12306
24/99	FENCING	MAY AVE, ROTTERDAM, NY 12306
25/100	WATER TOWER 6	WATER TANK- RYNEX CORNERS F, ROTTERDAM, NY 12306
25/101	FENCING	WATER TANK- RYNEX CORNERS F, ROTTERDAM, NY 12306
26/102	VALVE HOUSE	HELDERBERG AVE, ROTTERDAM, NY 12306
26/103	WATER TOWER 3	HELDERBERG AVE, ROTTERDAM, NY 12306
26/104	FENCING	HELDERBERG AVE, ROTTERDAM, NY 12306
27/105	SEWER PUMP STATION 03	1431 ALTAMONT AVE, ROTTERDAM, NY 12306
27/106	FENCING	1431 ALTAMONT AVE, ROTTERDAM, NY 12306
28/107	SEWER PUMP STATION 02	509 DUANESBURG RD, ROTTERDAM, NY 12306
28/108	FENCING	509 DUANESBURG RD, ROTTERDAM, NY 12306
29/109	SEWER PUMP STATION 2	1939 ALTAMONT AVE, ROTTERDAM, NY 12306
29/110	FENCING	1939 ALTAMONT AVE, ROTTERDAM, NY 12306
30/111	SEWER PUMP STATION 4	91 W CAMPBELL RD, ROTTERDAM, NY 12306
30/112	FENCING	91 W CAMPBELL RD, ROTTERDAM, NY 12306
31/113	SEWER PUMP STATION 7	WHITE BIRCH GARDENS, ROTTERDAM, NY 12306
31/114	FENCING	WHITE BIRCH GARDENS, ROTTERDAM, NY 12306

32/115	SEWER PUMP STATION 10	490 STEEPLE WAY, ROTTERDAM, NY 12306
33/116	BOYS-GIRLS CLUB	721 CURRY RD, ROTTERDAM, NY 12306
34/117	SEWER PUMP STATION 08	1017 HIGHBRIDGE RD, ROTTERDAM, NY 12306
35/118	SEWER PUMP STATION 09	1272 HIGHBRIDGE RD, ROTTERDAM, NY 12306
36/119	PUMP STATION 12	200A STEEPLE WAY, ROTTERDAM, NY 12306
37/120	PLAYGROUND EQUIPMENT	SHEREEN CT, ROTTERDAM, NY 12306
38/121	DRAINAGE SYSTEM	354 MASULLO PARKWAY, ROTTERDAM, NY 12306
39/122	DRAINAGE SYSTEM	LOCK ST, ROTTERDAM JUNCTION, NY 12150
40/123	DRAINAGE SYSTEM	DIANNA CT, ROTTERDAM, NY 12306
41/124	DWELLING	210 PHILLIPS RD, ROTTERDAM, NY 12306
41/125	BARN	210 PHILLIPS RD, ROTTERDAM, NY 12306
42/126	DWELLING	212 PHILLIPS RD, ROTTERDAM, NY 12306
42/127	BARN	212 PHILLIPS RD, ROTTERDAM, NY 12306
43/128	SALT SHED	23 WEST CAMPBELL RD, ROTTERDAM, NY 12306
44/129	SEWER PUMP STATION	2200 HELDERBERG AVENUE, SCHENECTADY, NY 12306
45/130	W3 SHOOTING RANGE CABIN	4952 PATTERSONVILLE-RYNEX CORNER RD, ROTTERDAM, NY 12306

Property coverage premium summary

Policy Number 630-0T02195A

Coverages and limits of insurance – described premises

Insurance applies on a BLANKET basis only to a coverage or type of property for which a Limit of Insurance is shown below, and then only at the premises locations for which a value for such coverage or property is shown on the Statement of Values dated 11/7/2025 , or subsequently reported to and insured by us. For Insurance that applies to a specific premises location see Deluxe Property Coverage Part Schedule - Specific Limits

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY	LIMITS OF INSURANCE
Building and Your Business Personal Property	$53,451,849

Co-insurance provision

Coinsurance does not apply to Blanket Coverages shown above.

Valuation provision

Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

Deluxe property coverage part schedule - specific limits - described premises

Insurance applies only to a premises location and building number and to a coverage or type of property for which a Specific Limit of Insurance is shown on schedule.

Co-insurance provision

Coinsurance does not apply to any Building,Personal Property or “Stock” coverage for which a Specific Limit of Insurance applies as shown on schedule.

Valuation provision

Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

Additional covered property

	LIMITS OF INSURANCE
Personal Property at Undescribed Premises	
At any “exhibition” premises	$50,000
At any installation premises or temporary storage premises	Not Covered
At any other not owned, leased or regularly operated premises	$50,000

Personal Property in Transit	$50,000

Deluxe property coverage form - additional coverages & coverage extensions

The Limits of Insurance shown in the left column are included in the coverage form and apply unless a Revised Limit of Insurance or Not Covered is shown in the Revised Limits of Insurance column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Accounts Receivable		
At all described premises	$50,000	$250,000
In transit or at all undescribed premises	$25,000	$250,000
Appurtenant Buildings and Structures	$100,000	
Claim Data Expense	$25,000	
Covered Leasehold Interest – Undamaged Improvements & Betterments		
Lesser of Your Business Personal Property limit or:	$100,000	
Debris Removal (additional amount)	$250,000	
Deferred Payments	$25,000	
Duplicate Electronic Data Processing Data and Media	$50,000	$500,000
Electronic Data Processing Data and Media		
At all described premises	$50,000	$500,000
Employee Tools		
In any one occurrence	$25,000	
Any one item	$2,500	
Expediting Expenses	$25,000	
Extra Expense	$25,000	
Fine Arts		
At all described premises	$50,000	
In transit	$25,000	
Fire Department Service Charge	Included*	
Fire Protective Equipment Discharge	Included*	
Green Building Alternatives – Increased Cost		
Percentage 1%		
Maximum amount – each building	$100,000	
Green Building Reengineering and Recertification Expense	$25,000	
Limited Coverage for Fungus, Wet Rot or Dry Rot – Annual Aggregate	$25,000	
Loss of Master Key	$25,000	
Newly Constructed or Acquired Property		
Buildings - each	$2,000,000	
Personal Property at each premises	$1,000,000	

*Included means included in applicable Covered Property Limit of Insurance

Deluxe property coverage form - additional coverages & coverage extensions

	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Non-Owned Detached Trailers	$25,000	
Ordinance or Law Coverage	$250,000	$500,000
Outdoor Property	$25,000	$50,000
Any one tree, shrub or plant	$2,500	
Outside Signs		
At all described premises	$100,000	
At all undescribed premises	$5,000	
Personal Effects	$25,000	$50,000
Personal Property At Premises Outside of the Coverage Territory	$50,000	
Personal Property In Transit Outside of the Coverage Territory	$25,000	$50,000
Pollutant Cleanup and Removal – Annual Aggregate	$100,000	
Preservation of Property		
Expenses to move and temporarily store property	$250,000	
Direct loss or damage to moved property	Included*	
Reward Coverage		
25% of covered loss up to a maximum of:	$25,000	
Stored Water	$25,000	
Theft Damage to Rented Property	Included*	
Undamaged Parts of Stock in Process	$50,000	
Valuable Papers and Records – Cost of Research		
At all described premises	$50,000	$500,000
In transit or at all undescribed premises	$25,000	$100,000
Water or Other Substance Loss – Tear Out and Replacement Expense	Included*	

*Included means included in applicable Covered Property Limit of Insurance

Deluxe business income (and extra expense) coverage form - described premises

PREMISES LOCATION NO.	BUILDING NO.	LIMITS OF INSURANCE
1-12,14-43	1-40,42-129	$1,000,000

Rental Value: Included

Ordinary Payroll: Included

Deluxe business income - additional coverages and coverage extensions

The Limits of Insurance, Coverage Period and Coverage Radius shown in the left column are included in the coverage form and apply unless a revised Limit of Insurance, Coverage Period, Coverage Radius or Not Covered is shown under the column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	LIMITS OF INSURANCE, COVERAGE PERIOD OR COVERAGE RADIUS	REVISED LIMITS OF INSURANCE, COVERAGE PERIOD OR COVERAGE RADIUS
Business Income from Dependent Property		
At Premises Within the Coverage Territory	$100,000	$250,000
At Premises Outside of the Coverage Territory	$100,000	
Civil Authority		
Coverage Period	30 days	
Coverage Radius	100 miles	
Claim Data Expense	$25,000	
Contract Penalties	$25,000	
Extended Business Income		
Coverage Period	180 days	
Fungus, Wet Rot or Dry Rot – Amended Period of Restoration		
Coverage Period	30 days	
Green Building Alternatives – Increased Period of Restoration		
Coverage Period	30 days	
Ingress or Egress	$25,000	
Coverage Radius	1 mile	
Newly Acquired Locations	$500,000	
Ordinance or Law - Increased Period of Restoration	$250,000	
Pollutant Cleanup and Removal – Annual Aggregate	$25,000	
Transit Business Income	$25,000	
Undescribed Premises	$25,000	

Causes of loss – Earthquake – aggregate in any one policy year, for all losses covered under the Causes of loss – Earthquake endorsement, commencing with the inception date of this policy:

			AGGREGATE LIMITS OF INSURANCE
01. Applies at the following Building(s) numbered:	01-17,19-23,28-32,35,39-40,42-43,46-71,73-76,78,80-90,92-93,95-96,98,100,102-105,107,109,111,113,115-129		$1,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

Causes of loss – Broad Form Flood – aggregate in any one policy year, for all losses covered under the Causes of loss – Broad Form Flood endorsement, commencing with the inception date of this policy:

			AGGREGATE LIMITS OF INSURANCE
01. Applies at the following Building(s) numbered:	01-17,19-23,27-32,35,39-40,42-43,46,51-71,73-76,78,80-90,92-93,105,107,109,111,115-119,121,124-130		$1,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

EXCESS OF LOSS LIMITATION APPLIES – See Causes of Loss – Broad Form Flood endorsement.

Causes of loss – equipment breakdown DX T3 19

The insurance provided for loss or damage caused by or resulting from Equipment Breakdown is included in, and does not increase the Covered Property, Business Income, Extra Expense, and/or other coverage Limits of Insurance that otherwise apply under this Coverage Part.

COVERAGE EXTENSION:	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Spoilage	$25,000	$250,000

LIMITATIONS:	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Ammonia Contamination	$25,000	$250,000
Hazardous Substance	$25,000	$250,000

All Coverage Property Damage Deductible

Direct Damage to Covered Property	$10,000

Business Income & Extra Expense

Business Income and Extra Expense loss or expense caused by physical damage to covered property	72 Hours

Utility services

	LIMITS OF INSURANCE
Direct Damage - in any one occurrence (See Utility Services – Direct Damage endorsement)	$100,000

Coverage is provided for the following:
Water Supply
Communication Supply
Power Supply

Coverage for Overhead Transmission Lines is: excluded.

Electronic Vandalism Limitation Endorsement DX T3 98

ELECTRONIC VANDALISM	LIMIT OF INSURANCE
Aggregate in any 12 month period of this policy:	$10,000

Public Sector Services Additional Coverage Endorsements

	LIMIT OF INSURANCE
Spoilage Coverage Extension DX T3 15	$10,000

Public Entity Property Extensions DX T4 47	LIMIT OF INSURANCE
Confiscated Property	$100,000
Street Lights – each item	$50,000
Street Lights – maximum per occurrence	$100,000
Street Signs – each item	$50,000
Street Signs – maximum per occurrence	$100,000
Traffic Signs and Lights – each item	$50,000
Traffic Signs and Lights – maximum per occurrence	$100,000
Stadium Lights – per occurrence	$50,000
Stadium Lights – maximum per occurrence	$100,000

Deductibles

By Earthquake

	PERCENTAGE	OCCURENCE
01. in any one occurrence, at the following Building(s) numbered:		
001-017,019-023,028-032,035,039-040,042-043,046-071,073-076,078,080-090,092-093,095-096,098,100,102-105,107,109,111,113,115-129		
		$50,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations.

By Flood

		OCCURENCE
01. At each of the following Building(s) numbered:		
001-017,019-023,027-032,035,039-040,042-043,046,051-071,073-076,078,080-090,092-093,105,107,109,111,115-119,121,124-130		
in any one occurrence		$50,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations.

Business Income

As respects Business Income Coverage, for which no other deductible is stated above or in the coverage description, a 72 hour deductible applies.

Any Other Covered Loss

in any one occurrence:	$10,000

Rating Basis

Total Rating Basis	$54,451,849
Building Rate	0.084
Business Personal Property Rate	0.126
Time Element Rate	0.095
Premium for Policy Period	$50,524
Taxes & Surcharges	$305
Deluxe Total	$50,829

Note: The Premium shown above includes the premium charged for Equipment Breakdown coverage. The premium for Equipment Breakdown coverage is $3,517.
If you elect not to purchase Equipment Breakdown coverage, please contact your Account Executive and a revised quote without Equipment Breakdown coverage will be sent to you.

Policy Number 630-0T02195A

Miscellaneous Property Coverage Form CM T2 39

COVERAGE AND LIMITS OF INSURANCE

Covered property consists of the following when indicated by an 'X' below:

[X] **Scheduled items:**

[X] As shown on the most current schedule on file with us. The amount shown on such schedule for each item is the limit of insurance applying to that item.

Total limit of insurance for all scheduled items: $6,420

COVERAGE EXTENSIONS	LIMITS OF INSURANCE
Fire Protective Systems:	$75,000
Newly Acquired Property:	$25,000
Preservation Of Property Expense:	$5,000
Valuable Papers and Records:	$50,000

ADDITIONAL COVERAGES:	LIMITS OF INSURANCE
Claim Data Expense:	$5,000
Debris Removal Increased Limit:	$75,000
Fire Or Police Department Service Charge:	$25,000
Pollutant Cleanup And Removal:	$25,000
Reward Coverage:	$2,500

Deductible

Deductible applying to all covered loss or damage unless a more specific deductible for the covered loss is shown below or elsewhere in this proposal: $1,000

Valuation

Actual Cash Value

Coinsurance

The following Coinsurance applies when indicated by an 'X':

[ ] 100% [ ] 90% [ ] 80% [X] No Coinsurance Applies

Premium

Premium:	$250 Annual Premium	$250 Term Premium
Minimum earned premium:		None

Other Terms and Conditions

Contractors Equipment Coverage Form CM T2 42

COVERAGE AND LIMITS OF INSURANCE

Covered Property

Coverage consists of the following when indicated by an 'X':

X **Scheduled Equipment**

X As shown on the most current schedule on file with us. The amount shown on such schedulefor each item of equipment is the limit of insurance applying to that item.

Total limit of insurance for all Scheduled Equipment: $2,090,972

X **Unscheduled Owned Equipment**

Total limit of insurance for all unscheduled owned equipment: $50,000

Limit of insurance for any one unscheduled owned item of equipment: $5,000

X **Unscheduled Equipment Owned By Others**

Limit of insurance for any one unscheduled item of equipment leased, rented, or borrowed from others: $100,000

Total limit of insurance for all items of Equipment in any one Occurrence: $2,240,972

Deductible

Deductible applying to all covered loss or damage indicated by an 'X' below unless a more specific Deductible for the covered loss or damage is shown elsewhere in this proposal:

X Dollar Deductible: $1,000

Valuation and Coinsurance

Valuation

The following Valuation applies to the applicable Covered Property:

Scheduled Equipment:

Actual Cash Value Valuation applies unless replaced by the Optional Valuation indicated by an X'.

Unscheduled Owned Equipment:
Actual Cash Value Valuation applies unless replaced by the Optional Valuation indicated by an X'.

Equipment Owned By Others:
The amount for which you are legally liable, not to exceed Replacement Cost.

Coinsurance
The following coinsurance applies to Scheduled Items when indicated by an 'X':

	100%		90%		80%	X	No Coinsurance Applies

Premium

The following Premium options apply when indicated by an 'X':

X **Scheduled and Unscheduled Owned Equipment**

X Non Reporting
Premium $5,288

Premium Adjustment

Premium Base	Values
Estimated Premium Base Amount	
Annual Rate Per $100	
Inception Premium	
Adjustment Rate Per $100	

X **Leased Or Rented From Others**

X Non Reporting
Premium $86

Premium Adjustment

Premium Base	Values
Estimated Premium Base Amount	
Inception Premium	
Adjustment Rate Per $100	

Total Premium Due At Inception: $5,374

Other Terms and Conditions

CM B0 97 - Contractors Equipment Supplemental Declarations

COVERAGE EXTENSIONS	LIMIT OF INSURANCE
Business Personal Property In Job Trailers:	$10,000
Document And Data Restoration Costs:	$50,000
Fire Protective Systems:	$75,000
Hauling Property Of Others:	$100,000
Newly Acquired Equipment - Per Item:	$250,000

Rental Costs:	
Any One Item:	$5,000
Any One Occurrence:	$25,000
Upgrades To Covered Property:	$25,000

ADDITIONAL COVERAGES	LIMIT OF INSURANCE
Claim Data Expenses:	$5,000
Continuing Rental Payments:	
Any One Item:	$5,000
Any One Occurrence:	$25,000
Contract Penalty:	$25,000
Debris Removal Increased Limit:	$75,000
Employee Tools, Equipment And Clothing:	
Any One Item:	$1,000
Any One Employee:	$2,500
Any One Occurrence:	$5,000
Errors Or Unintentional Omissions:	$100,000
Expediting Expenses:	$25,000
Expendable Supplies:	$10,000
Fire Or Police Department Service Charge:	$25,000
Lost Warranty Or Service Contract:	$10,000
Pollutant Clean Up And Removal:	$25,000
Preservation Of Property Expense:	$50,000
Reward Coverage:	$2,500
Tracking System Deductible Waiver Amount:	$10,000

CM U3 50 – Flood Exclusion
CM U3 66 – Earth Movement Exclusion

Gross Premium: $5,624

New York - Electronic Vandalism Limitation And Other Changes CM U1 64

ELECTRONIC VANDALISM	LIMIT OF INSURANCE
Aggregate in any 12 month period of this policy:	$10,000

General Liability coverage premium summary

Policy Number ZLP-21P59874

Occurrence

Option 1

Gross Premium	$264,256

COVERAGE	LIMIT
General Aggregate Limit	$3,000,000
Products/Completed Operations Aggregate Limit	$3,000,000
Personal and Advertising Injury Liability Any One Person or Organization Limit	$1,000,000
Each Occurrence Limit	$1,000,000
The following limits apply:	
Damage to Premises Rented to You Limit (Any One Premises)	Excluded
Medical Expense Limit (Any One Person)	Excluded
Sewage Back-Up Limit	$1,000,000
Failure To Supply Limit	$1,000,000
Abuse or Molestation Aggregate Limit	$250,000
Each Abuse or Molestation Offense Limit	$250,000

Deductibles

The following deductibles (Loss Only) apply:

Deductible Each Occurrence - Sewer Back Up (Bodily Injury/Property Damage)	$5,000

Miscellaneous Items

DESCRIPTION
Cemetery Professional Services Liability
New York Lead Exclusion
Limited Abuse Or Molestation Liability Coverage

Amendments

DESCRIPTION
Exclusion - PFAS
XTEND Endorsement For Public Entities
Mobile Equipment Redefined - Public Entities
Amendment - Pollution Exclusion
Cap On Losses From Certified Acts Of Terrorism

Exclusion - Injury To Volunteer Firefighters
Exclusion - Law Enforcement Activities Or Operations
Coverage C - Medical Payments Exclusion
Exclusion - Employees And Volunteer Workers As Insureds For Certain Bodily Injury, Personal Injury And Property Damage
Exclusion - Public Use Of Private Property
Exclusion - Discrimination
Exclusion - Professional Health Care Services - Public Entities
Exclusion - Violation Of Consumer Financial Protection Laws
Amendment Of Intellectual Property Exclusion
Exclusion - Nuclear Energy Liability
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions
Amendment Of Contractual Liability Exclusion - Exception For Damages Assumed In An Insured Contract Applies Only To Named Insured

Policy Number ZLP-21P59874

Claims Made

Option 1

Gross Premium $381

COVERAGE	LIMIT
Aggregate Limit	$3,000,000
Each Employee Limit	$1,000,000

Deductibles

The following deductibles (Loss Only) apply:

Each Employee Deductible (Loss Only)	$1,000

Retroactive Date: 01/01/2015

Policy Number ZLP-21P59874

Occurrence

Option 1

Gross Premium	$63,925

COVERAGE	LIMIT
Aggregate Limit	$1,000,000
Each Wrongful Act Limit	$1,000,000

Deductibles

Deductibles apply to damages & defense expenses unless required otherwise by state regulation

The following deductible (Damages Only) applies:

Each Wrongful Act Deductible - Damages Only	$50,000

Miscellaneous Items

DESCRIPTION
Unmanned Aircraft Exclusion-With Exception For Designated Aircraft

Amendments

DESCRIPTION
Exclusion - PFAS
Cap On Losses From Certified Acts Of Terrorism
Amendment Of Common Policy Conditions - Prohibited Coverage -Unlicensed Insurance And Trade Or Economic Sanctions
Amendment Of Law Enforcement Activities Or Operations
Mobile Equipment Redefined - Exclusion Of Vehicles Subject To Motor Vehicle Laws

Policy Number ZLP-21P59874

Claims Made

Option 1

Gross Premium	$21,760

COVERAGE	LIMIT
Aggregate Limit	$1,000,000
Each Wrongful Act Limit	$1,000,000

Retroactive Date: 01/01/1996

Deductibles

Deductibles apply to damages & defense expenses unless required otherwise by state regulation

The following deductible (Damages Only) applies:

Each Wrongful Act Deductible - Damages Only	$50,000

Miscellaneous Items

DESCRIPTION
Additional Insured - Designated Persons Or Organizations

Amendments

DESCRIPTION
Exclusion - PFAS
Amendment Of Joint Powers Authority Definition
Cap On Losses From Certified Acts Of Terrorism
Amendment Of Network And Information Security Wrongful Act Definition
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions
Amendment Of Law Enforcement Activities Or Operations Definition

The following are excluded when "yes" is indicated below. If "no" is indicated, an amendment and/or manuscript endorsement may be required

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities: Clinics	Yes	Gas Utilities

Yes	Health Care Facilities: Hospital	Yes	Electric Utilities
Yes	Health Care Facilities: Blood Banks	Yes	Housing Authorities
Yes	Health Care Facilities: Nursing Homes	Yes	Schools or School Districts
Yes	Health Care Facilities: Rehabilitation Facilities	Yes	Joint Powers Authority
Yes	Port Authorities		

Policy Number ZLP-21P59874

Claims Made

Option 1

Gross Premium	$42,731

Important notice

Defense expenses are payable within the limits of Insurance

COVERAGE	LIMIT
Aggregate Limit	$1,000,000
Each Wrongful Employment Practice Offense Limit	$1,000,000

Deductibles

Deductibles apply to damages & defense expenses unless required otherwise by state regulation.

The following deductible (Damages Only) applies:

Each Wrongful Employment Practice Offense Deductible (Damages Only)	$50,000

Retroactive Date	01/01/1996

Miscellaneous Items

DESCRIPTION
Defense Expenses Outside Of Limits

Amendments

DESCRIPTION
Amendment Of Joint Powers Authority Definition
Cap On Losses From Certified Acts Of Terrorism
Exclusion - Other Employment Laws
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

The following are excluded when "yes" is indicated below. If "no" is indicated, an amendment and/or manuscript endorsement may be required

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities: Clinics	Yes	Gas Utilities
Yes	Health Care Facilities: Hospital	Yes	Electric Utilities
Yes	Health Care Facilities: Blood Banks	Yes	Housing Authorities
Yes	Health Care Facilities: Nursing Homes	Yes	Schools or School Districts
Yes	Health Care Facilities: Rehabilitation Facilities	Yes	Joint Powers Authority
Yes	Port Authorities		

Option 1

Gross Premium $70,631

COVERAGE	AUTO SYMBOLS	LIMITS
Liability	1 only	$1,000,000
Personal Injury Protection	5 only	Included
Additional PIP		$50,000
Optional Basic Economic Loss		Included
Uninsured/Underinsured Motorist	2 only	$1,000,000

Number of autos, excluding trailers	101
Number of trailers	23

Miscellaneous Items

DESCRIPTION
New York Mutual Aid Endorsement

Amendments

DESCRIPTION
Amendment Of Bodily Injury Definition
Public Entity Auto Extension
Emergency Services - Volunteer Firefighters' & Workers' Injuries Excluded
Amendment Of Employee Definition
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

Option 1

Gross Premium $74,466

COVERAGE	VALUATION	UNITS	DEDUCTIBLE
Symbol 2			
Comprehensive	Actual Cash Value	110	$1,000
Comprehensive	Agreed Value	5	$1,000
Collision	Actual Cash Value	110	$1,000
Collision	Agreed Value	5	$1,000

GARAGEKEEPERS LEGAL LIABILITY LOCATIONS	COMP LIMIT	COLL LIMIT	COMP DED	COLL DED
101 Princetown Road Rotterdam, NY	1,000,000	1,000,000	$500/$2500	$500
Total	1,000,000	1,000,000		

Amendments

DESCRIPTION
Public Entity Auto Extension

Automobile Composite Rating

In order to provide our insureds better service and administrative efficiency, Travelers Public Sector Services is pleased to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Composite Rate Application outlined below. The insured should continue to submit all change requests to their agent for accurate record keeping and claims verification purposes. Particular attention should be paid to Item 5, which specifies the types of automobiles that will continue to require reporting to the Company.

Composite Rate Application

1. If your policy includes the coverage for which a composite rate is designated in the table below then the premium for that coverage is composite rated. Automobile Liability is rated on a "per unit" basis and Automobile Physical Damage is rated on the basis of the original cost new of the autos**. The composite rates reflect premium charges for any applicable miscellaneous auto coverages, with the exception of Garagekeepers Legal Liability**.
2. The composite rates for Automobile Liability and Physical Damage are the rates applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, these rates are as follows:

	LIABILITY	COMPREHENSIVE	COLLISION
Option 1	$699	0.361	0.447

3. The premium charged at inception is the estimated annual premium based on the number of units and total original cost new for all covered autos on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the average net change in units and their corresponding original cost new for the policy term.
4. All autos added will carry the same Liability limits and Physical Damage deductibles issued at policy inception for autos of the same type.
5. Any new auto requiring valuation other than actual cash value must be reported within 30 days of acquisition. These autos will be added to the policy automobile schedule mid-term and a final premium will be determined at policy expiration.

Umbrella coverage premium summary

Policy Number ZUP-31N48419

Option 1

Total estimated policy premium	$110,913

Coverage information and limits

COVERAGE	LIMIT
General Aggregate Limit	$10,000,000
Products – Completed Operations Aggregate Limit	$10,000,000
Occurrence Limit	$10,000,000
Crisis Management Service Expenses Limit	$50,000
Self Insured Retention Any One Occurrence or Event	$10,000

Underlying schedule

Coverage is provided over the following underlying coverages:	Limit
General Liability Limit	$1,000,000
Employee Benefits Liability	$1,000,000
Auto Liability	$1,000,000
Law Enforcement Liability	$1,000,000
Public Entity Management Liability	$1,000,000
Public Entity Employment-Related Practices Liability	$1,000,000

Miscellaneous Items

DESCRIPTION
Abuse Or Molestation Exclusion - Coverage B

Excess Follow-Form And Umbrella Liability Insurance

Amendments

COVERAGE
PFAS Exclusion - Coverages A And B
Policy Declarations - Excess Follow-Form And Umbrella Liability
Schedule Of Underlying Insurance
Cap On Losses From Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States
Intellectual Property Exclusion - Coverage B
Coverage For Financial Interest In Foreign Insured Organizations
Failure To Supply Exclusion - Coverages A And B
Mobile Equipment Racing Exclusion - Coverage B
Nuclear Energy Liability Exclusion (Broad Form) - Coverages A And B

Amendment Of Coverage - Definitions
Public Use Of Private Property Exclusion - Coverages A And B
Follow-Form Limitation -Coverage B
Watercraft Liability Exclusion - Coverage B
Amendment Of Underlying Insurance Definition
Amendment Of Who Is An Insured - Employees And Volunteer Workers - Coverage B
Discrimination Exclusion - Coverage B
Injury To Volunteer Firefighters Exclusion - Coverage B
Law Enforcement Activities Or Operations Exclusion - Coverage B
Lead Exclusion - Coverage B
Pollution Not Related To Autos Exclusion - Public Entities Or Indian Tribes - Coverage A
Professional Health Care Services Exclusion With Limited Exception For Designated Professionals - Coverages A And B
Abuse Or Molestation Exclusion - Coverage A And B- With Limited Follow-Form Exception

Federal Terrorism Risk Insurance Act Disclosure

The Federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

Premium summary

COVERAGE		POLICY NUMBER	PREMIUM
DELUXE		630-0T02195A	$50,829
GENERAL LIABILITY		ZLP-21P59874	$264,256
EMPLOYEE BENEFITS LIABILITY		ZLP-21P59874	$381
INLAND MARINE		630-0T02195A	$5,624
LAW ENFORCEMENT LIABILITY		ZLP-21P59874	$63,925
PUBLIC ENTITY MANAGEMENT LIABILITY		ZLP-21P59874	$21,760
PUBLIC ENTITY EMPLOYMENT RELATED PRACTICES LIABILITY		ZLP-21P59874	$42,731
AUTO LIABILITY			$70,631
AUTO PHYSICAL DAMAGE			$74,466
UMBRELLA EXCESS LIABILITY		ZUP-31N48419	$110,913

Total	**$705,516**
Taxes & Surcharges	**$890**

Note: *The estimated premium shown in the Premium Schedule and Quote Options, if any, may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding. Estimated taxes and surcharges may differ depending on selection of Quote Options, if any.*

IMPORTANT NOTE REGARDING ACCOUNT MINIMUM PREMIUM

The lines of business shown in the *Premium Schedule and Quote Options, if any*, are subject to a $5,000 account minimum premium. If the line(s) of business selected for binding do not total at least $5,000, then the premiums shown for those lines of business will be adjusted to total $5,000.

Payment plan

Direct Bill - 2 Installments
Bill Payment Options can be found at: Travelers.com/AutoPay

Note: The amount of each installment will be reflected on your policy invoicing.

Disclosure

Unless accepted, the offer(s) of insurance contained in this proposal expire(s) automatically thirty (30) days after the proposal date referenced on the cover page, or the proposed effective date if earlier. This proposal is not a binding contract of insurance. If you have questions regarding this proposal, please contact your Travelers Representative.

The following outlines the coverage forms, limits of insurance, policy endorsements and other terms and conditions provided in this proposal/quote. Any policy coverages, limits of insurance, policy endorsements, coverage specifications, or other terms and conditions that you have requested that are not included in this proposal/quote have not been agreed to by Travelers. Please review this proposal/quote carefully and if you have any questions, please contact your Travelers representative.

This proposal/quote does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in the claim or loss and any applicable law.

Please note that changes in the exposures, limits, or coverages may result in changes in rates and/or account pricing. Additionally, due to the expense of processing and servicing this account, in the event this quote is not accepted in its entirety, we reserve the right to reprice and reunderwrite this quote.

The policies will also be subject to all state-mandated endorsements.

At our discretion, we may decide to perform an interim test audit during the upcoming policy period to verify the adequacy of the exposure estimates that have been provided to us. If we decide to perform an interim test audit, a Travelers Auditor will contact the insured at the appropriate time to set up an appointment. The results of any interim test audit that we perform will be shared with you as soon as possible after the audit report has been completed.

As Broker/Agent you will be responsible for being aware of and complying with the various legal requirements associated with countersignature in various jurisdictions covered in the policies.

Property coverage form index

Policy Number 630-0T02195A

Coverage and amendments

DESCRIPTION	FORM NUMBER
TABLE OF CONTENTS - DELUXE PROP COV PART	DX 00 04
NEW YORK CHANGES	DX 01 65
NY CHANGES - FUNGUS, WET ROT, DRY ROT	DX 03 16
DELUXE PROP COV PART DECLARATIONS	DX T0 00
DELUXE PROPERTY COV PART SUPPL DEC (NY)	DX T0 02
DELUXE PROPERTY COVERAGE FORM	DX T1 00
DELUXE BI (AND EE) COVERAGE FORM	DX T1 01
CAUSES OF LOSS-EARTHQUAKE	DX T3 01
CAUSES OF LOSS - BROAD FORM FLOOD	DX T3 02
SPOILAGE COVERAGE EXTENSION	DX T3 15
CAUSES OF LOSS-EQUIPMENT BREAKDOWN	DX T3 19
UTILITY SERVICES-DIRECT DAMAGE	DX T3 85
ELECTRONIC VANDALISM LIMIT & OTHER CHANG	DX T3 98
FEDERAL TERRORISM RISK INSURANCE ACT DIS	DX T4 02
PUBLIC ENTITY PROPERTY EXTENSIONS	DX T4 47
DIGITAL ASSETS EXCLUSIONS	DX T5 21

Package common coverage form index

Policy Number 630-0T02195A

630 Common coverage and amendments

DESCRIPTION	FORM NUMBER
NEW YORK CHANGES-FRAUD	IL F0 02
NEW YORK CHANGES - CALCULATION OF PREM	IL F0 11
NY-EXCL OF LOSS DUE TO VIRUS OR BACTERIA	IL F0 63
NY CHGS-REF TO SUPERINTENDT AND INS DEPT	IL F1 01
ACTUAL CASH VALUE - NEW YORK	IL F1 53
COMMON DEC	IL T0 02
LOCATION SCHEDULE	IL T0 03
COMMON POLICY CONDITIONS-DELUXE	IL T3 18
EXCLUSION OF CERTAIN COMPUTER LOSSES	IL T3 55
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12
CAP ON LOSSES FROM CERT ACTS OF TERRORIS	IL T4 14
PROTECTION OF PROPERTY	IL T4 40
NY CHANGES - CANCELLATION & NONRENEWAL	IL T9 21
FLOOD POLICYHOLDER NOTICE	PN T0 53
JURISDICTIONAL INSP & CONTACT INFO REQ	PN T1 89
NOTICE INDEPENDENT AGENT AND BROKER COMP	PN T4 54
NOTICE NY HAZARDOUS MATERIAL REPORT	PN T5 74

Inland Marine coverage form index

Policy Number 630-0T02195A

Coverage and amendments

Inland Marine

DESCRIPTION	FORM NUMBER
COMMERCIAL INLAND MARINE CONDITIONS	CM 00 01
NEW YORK CHANGES	CM 01 04
MISC PROPERTY COVERAGE FORM DEC	CM B0 72
CONTRACTORS EQUIPMENT COVERAGE FORM DEC	CM B0 96
CONTRACTORS EQUIPMENT SUPPLEMENTAL DEC	CM B0 97
TABLE OF CONTENTS	CM T0 11
MISCELLANEOUS PROPERTY COVERAGE FORM	CM T2 39
CONTRACTORS EQUIPMENT COVERAGE FORM	CM T2 42
FEDERAL TERRORISM RISK INSURANCE ACT DIS	CM T3 98
NY-EV LIMITATION & OTHER CHANGES	CM U1 64
FLOOD EXCLUSION	CM U3 50
EARTH MOVEMENT EXCLUSION	CM U3 66
DIGITAL ASSETS EXCL - DIGITAL CURRENCY	CM U6 41



Insurance Proposal

November 20, 2025

Client Name:	Town of Rotterdam	**USI Account Manager:**	Linda Mayflower
Mailing Address:	1100 Sunrise Blvd. Rotterdam, NY 12306	**Phone Number:** **Email:** **Linda.Mayflower@usi.com**	(716) 314 2060

Named Insured: Town of Rotterdam

Policy Type: Commercial Package, Cyber & Crime, Pollution Liability, Police Accident Policy

Proposed Policy Term: 01/01/26 - 01/01/27 **Quote Expires:** 01/01/2026

Insurance Carrier: Travelers Casualty and Surety Company, Nautilus Insurance Company, Arch Insurance Company

Carrier Financial Rating: Travelers A++ Superior, Nautilus - A+ Excellent, Arch A Excellent ☒ **Carrier Admitted** ☐ **Carrier Non-Admitted**

Minimum Earned Premium, if applicable _____ **Policy Subject to Audit** ☒

Summary of Proposed: See Carrier Proposals

Total Estimated Premium: See Premium Summaries **Terrorism included** ☒

Requirements to Effect Coverage

- ☐ Signed Application
- ☐ Signed Terrorism Disclosure Notice
- ☐ Signed Carrier Rating Notification if financial rating is less than A-
- ☐ Signed Surplus Lines Disclosure and Acknowledgement
- ☒ Client will be billed directly by carrier
- ☐ Payment in full or completed premium finance agreement
- ☐ Make check payable to: PAYABLE NAME
- ☒ Authorization to order coverage
- ☐ Verification of Named Insured

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotes.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal Date 11/20/25
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Important Provisions

Premiums are calculated based on the insurance company's rules and rates. Premiums shown as advance or deposit premiums are subject to audit and adjustment at the close of each audit period. If the advance premium is less than the earned premium as determined by the audit, the insured pays the difference. If the advance premium is more than the earned premium as determined by the audit, the insurance company returns the difference to the insured. The insured must keep records of the information needed for the audit and the premium calculations and send copies to the insurance company when it requests them.

Audit based on: Minimum & Deposit Premium:

Building Vacancy Provision – Coverage may be restricted or excluded for any Building found to be vacant for a minimum of 30 consecutive days or longer subject to all other policy terms and conditions. If any of your covered buildings meet this description **at any time during the policy period**, please contact us so we can assist you in maintaining appropriate coverage.

Protective Safeguard Endorsement –Failure to maintain the protective safeguards in good working order or failure to notify the insurer of even a temporary impairment in protection suspends coverage until the protection is restored.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal Date 11/20/25
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USI Disclosures

Direct Bill DISCLOSURE: The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not USI Insurance Services.

If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

Information Concerning Our Fees: As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

Document Delivery DISCLOSURE: USI strives to make your interactions with us easy and efficient. Therefore, we intend to deliver your policy and all policy-related documents electronically through our InsurLink client portal or through email. If you do not wish to receive these documents electronically or if you would like a paper copy of any or all documents at no cost to you, please notify your client service representative in writing. If your email or electronic contact information changes, please notify your client service representative in writing.

Reviewing Client Contracts DISCLOSURE: As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal Date 11/20/25
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A.M. Best Disclosures

Changes in the international insurance market have affected the ability of insurance brokers to locate insurance coverage at a scope and cost of insurance placed in prior years. Some insurance carriers have suffered significant losses that may jeopardize their financial stability. Changes in an insurance company's financial condition can, of course, affect its ability to pay claims.

As a matter of policy, USI endeavors to obtain quotations and indications from insurance companies who meet or exceed the USI minimum guidelines of A- based on the A. M. Best Ratings of insurance companies. The A.M. Best Company is a recognized publisher of information concerning insurers based on many factors including financial stability. A. M. Best's current rating scale is attached.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal Date 11/20/25
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Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review, therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

A. M. BEST RATINGS

A++ & A+	Superior	**D**	Poor
A & A-	Excellent	**E**	Under Regulatory Supervision
B++ & B+	Good	**F**	In Liquidation
B & B-	Fair	**S**	Rating Suspended
C++ & C+	Marginal	**NR**	Not Rated

FINANCIAL SIZE CATEGORY
(In $ Thousands)

Class I	Less than		1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	to	or greater

RATING "NOT ASSIGNED" CLASSIFICATIONS

NR-1 Insufficient Data
NR-2 Insufficient Size and/or Operating Experience
NR-3 Rating Procedure Inapplicable
NR-4 Company Request
NR-5 Not Formally Followed

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal Date 11/20/25
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Client Authorization to Bind

Important Information - Coverage cannot be bound when severe weather is threatening regardless of the expiration date.

After careful consideration of your proposal dated November 20, 2025, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

Client Signature - Mollie Collins, Town Supervisor Date Signed

Town of Rotterdam
01/01/2026 - 27

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal Date 11/20/25
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RESOLUTION NO. 371.25

TO AWARD BID FOR POLICE UNIFORMS AND EQUIPMENT

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:

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 does hereby accept and award the bid for the purchase of Police Uniforms and Equipment to be used by the Town of Rotterdam Police Department, to Galls, LLC., located at 1340 Russell Cave Road, Lexington, Kentucky 40505, at the mutual consent of both the Town and Galls LLC, according to the individual pricing in the attached bidding documents, commencing January 1, 2026 through December 31, 2027.

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

SECTION 3. This resolution shall become effective December 10, 2025.

DATED: December 10, 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: December 3, 2025

TO: Rotterdam Town Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Award bid to Galls LLC for a two year contract for the Rotterdam Police Department to purchase uniforms and equipment effective January 1, 2026 - December 31, 2027.

TOWN BOARD MEETING: December 10, 2025

Background Information: The Rotterdam Police Department's contract for uniform/equipment purchases expires on December 31, 2025. A request for proposal (RFP) was called for on November 17, 2025 and closed on December 1, 2025. Galls, being one of two received bids, was the least expensive while also meeting all of the Rotterdam Police Department's uniform/equipment needs.

Evaluation/Analysis: Galls has proven to meet the Police Department's needs as a uniforms/equipment supplier and customer service has always been promptly handled at their local store.

Recommendation(s): Award bid to Galls LLC for a two year contract for the Rotterdam Police Department to purchase uniforms/equipment effective January 1, 2026 – December 31, 2027.

Attachment/Document(s): BidNet bid from Galls

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Law section 103

LEGISLATION WILL BE PREPARED BY: RPD

TO: Rotterdam Town Board

FROM: Deputy Chief William Male

DATE: December 2, 2025

RE: Uniform / equipment bid award

The current Police uniform / equipment bid award is set to expire on December 31, 2025. The Rotterdam Police Department recently issued a notice for RFP for uniforms and equipment for the years 2026 and 2027. Two submissions were made through BidNetdirect.com. Emergency Responders Products (www.911erp.com) and Galls LLC. (www.galls.com) were the two bidders. After reviewing each bid, the Command Staff at the Police Department recommend Galls receive the award. Pricing from each bidder is comparable with no wide price disparity. Galls has a local storefront which is utilized by Officers for outfitting, sizing, and picking up of equipment. Emergency Responders Products does not have a local storefront and all purchasing would be done through an online portal system. Galls also provides a similar portal system. Galls is our current uniform / equipment provider and the Rotterdam Police Department is content with the level of product and service they currently provide. For these reasons we respectfully request that Galls LLC. be awarded the uniform / equipment bid for 2026 and 2027.

Respectfully,

Deputy Chief William Male

GALLS, LLC

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	
GALLS, LLC		
Name of Company or Corporation		
1340 Russell Cave Rd		
Address		
Lexington	KY	40505
City	***State***	***Zip***
bidreview@galls.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.

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	TOTA
PANTS	CLASS A	BLACK	TR2057 BLK 30	80.00	1	80.00
PANTS	BDU	BLACK	TR2054 BLK 32	80.00	1	80.00
SHIRT– SHORT	CLASS A	BLACK	SH599 BLK LG	91.50	1	91.50
SHIRT – LONG	CLASS A	BLACK	SH445 BLK 145	96.50	1	96.50
HAT – 8 POINT	PATROL OFFICER	BLACK	HD849 BLK 7	64.50	1	64.50
HAT – 8 POINT	SERGEANT	BLACK	HD849 BLK 714	64.29	1	64.29
HAT – ROUNDED	LIEUTENANT	BLACK	HA940 BLK 7	57.14	1	57.14
HAT – ROUNDED	CHIEF/DEP CHIEF	BLACK	HA940 BLK 714	57.14	1	57.14
COAT–DRESS(BLOU	CLASS A	BLACK	JC361	347.32	1	347.32
COAT	WINDBREAKER	AS SPECIFIED	JC590	176.62	1	176.62
COAT	WINTER	AS SPECIFIED	JC872	305.00	1	305.00
COAT	RAIN – FULL	HIVIS/BK	RW271	165.00	1	165.00
COAT	RAIN – ¾ LENGTH	HIVIS/BK	RW253	154.00	1	154.00
SWEATER	COMMANDO	AS SPECIFIED	ST315	132.00	1	132.00
SWEATER	CARDIGAN	AS SPECIFIED	ST449	49.50	1	49.50
SOCKS	REGULAR LENGTH	AS SPECIFIED	SP412	9.77	1	9.77
SOCKS	EXEC. LENGTH	AS SPECIFIED	FX057	9.62	1	9.62
TIES	WOVEN CLIP ON	AS SPECIFIED	ZA21801	8.75	1	8.75
GLOVES	BLACK KNIT		GL409	17.25	1	17.25
GLOVES	LEATHER		GL179	30.00	1	30.00
GLOVES	LIGHTWEAR		GL1358	27.50	1	27.50
SERVING SINCE		AS SPECIFIED	NT026	19.25	1	19.25
NAME PLATE		AS SPECIFIED	ZA3847	18.00	1	18.00

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	COST	QTY.	TOTA
BADGE		S135 BADGE	BC672	89.00	1	89.00
BADGE		S152 BADGE	SZ0056	99.00	1	99.00
BADGE		12G146 SEAL	BC1032	6.40	1	6.40
BADGE		B741 BADGE	BC100	137.40	1	137.40
HAT BADGE		STATE OF ARMS HAT BADGE	SZ0268	89.00	1	89.00
COLLAR BRASS	1/2IN 3 LETTER	CUSTOM BRASS PAIR	CB175	28.00	1	28.00
COLLAR BRASS	C544 SEARGEANT PAIR		ZA1682	15.71	1	15.71
COLLAR BRASS	C538 1IN LIEUTENANT	PAIR	CB275	16.50	1	16.50
COLLAR BRASS	C534 SM LIEUTENANT	INSIGNIA	ZA2164	16.50	1	16.50
COLLAR BRASS						
TIE BAR	C509 TIE PAR W/SEAL	CUSTOM LETTERING	JW219	25.00	1	25.00
HOLSTER	GOULD AND GOODRICH	K FORCE HOLSTER	LP653	120.00	1	120.00
BELT	ACCUMOLD ELITE	EQUIPMENT BELT	NP364	71.50	1	71.50
BELT	1 1/4IN GARRISON	BELT BLACK	LP880	21.00	1	21.00
DUTY HOLSTER			LP550	93.37	1	93.37
HANDCUFF CASE	ACCUMOLD ELITE	HANDCUFF CASE SZ 1	NP351	35.00	1	35.00
HANDCUFF CASE	BI02 7934 CUFF CASE		ZQ320	31.00	1	31.00
MACE HOLDER	ACCUMOLD ELITE	MKIII MACE CASE	NP355	35.00	1	35.00
MAG. HOLDER	ACCUMOLD ELITE	DOUBLE MAG POUCH	NP352	44.00	1	44.00
BELT KEEPERS	ACCUMOLD ELITE	BELT KEEPER	NP354	17.50	1	17.50
NIGHSTICK RING	DO19 S505-A	1 3/4 IN BATON RING	BA374	9.00	1	9.00

GLOVE CARRIER	ACCUMOLD ELITE	FLAT GLOVE POUCH	NP446	28.25	1	28.25
BATON HOLDER	ASP ROATATING	SCABBARD 21IN BATON	BA004	47.00	1	47.00
HANDCUFFS	PEERLESS MODEL 700C	CHAIN HANDCUFFS	RS001	31.00	1	31.00
NIGHTSTICK	21 IN AIRWEIGHT	BATON NO ENGRAVING	BA054	138.50	1	138.50
BATON	ASP 21 EXPANDABLE	BATON NO ENGRAVING	BA035	130.00	1	130.00
BATON GRIP						
SHOE	BATES	PATROL HIGH SHINE	SP863	76.00	1	76.00
BOOT	BATES	TACTICAL 2 MID BOOT	FT1055	96.74	1	96.74
BOOT	BATES	TACTICAL 2 TALL BOOT	FT1016	101.17	1	101.17
SHOE						
BODY ARMOR	GALLS BY POINT BLANK	GL LVL IIIZ BODY ARMOR	BP452	750.00	1	750.00
BODY ARMOR	HI LITE EXTRA	CARRIER	BL114	114.00	1	114.00
BODY ARMOR						

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	COST	QTY.	TOTA
BICYCLE SHIRT	BLAUER PREFORMANCE	COLORBLOCK POLO S/S	ST043	99.00	1	99.00
BICYCLE SHIRT	BLAUER PREFORMANCE	COLORBLOCK POLO L/S	SM170	104.00	1	104.00
BICYCLE JACKET	BLAUER COLORBLOCK	SOFTSHELL FLEECE	JA333	199.00	1	199.00
BICYCLE SHORTS	TENX TACTICAL	SHORTS	TR1382	62.86	1	62.86
BICYCLE PANTS	FLEXTECH ZIP-OFF	PANTS	TJ228	118.00	1	118.00
SNEAKERS	REEBOK	JORIE ATHLETIC	FW786	65.38	1	65.38
SOCKS	PROFEET PERFORMANCE	6 PACK SOCK	FX057	9.62	1	9.62
BICYCLE GLOVES	1/2 FINGER BIKE	PATROL GLOVE	GL226	11.54	1	11.54
NYLON DUTY BELT	BIANCHI	ACCUMOLD DUTY BELT	NP160	55.38	1	55.38

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 Coast 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 9gold) 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 waiver 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.

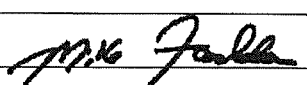
B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement 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: GALLS, LLC

Signed by: Mike Fadden Title: CEO

Signature:  Date: 12/01/2025

Email: bidreview@galls.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, _____ 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: GALLS, LLC

Signed by: Mike Fadden Title: CEO

Signature: _____ Date: 12/01/2025

BIDS FOR ROTTERDAM POLICE UNIFORMS AND EQUIPMENT

BID FOR: Rotterdam Police Uniforms and Equipment
DATE OF TB MTG. & RESOLUTION #: 11/12/2025 RES #350.25
DATE BID PACKETS BECOME AVAILABLE: 11/14/2025

DATE PUBLISHED IN NEWSPAPER: 11/14/2025
DATE & TIME BIDS TO BE OPENED: 12/01/2025 @10:00AM

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	Bidnet	DM/MG	Emergency Responders Products www.911erp.com	260 Spagnoli Rd 2nd Floor Melville, NY 11747	Viena Ludewig	516-490-8501 Fax: 877-572-7793		Per attached	
2	Bidnet	DM/MG	Galls, LLC bidreview@galls.com	1340 Russel Cave Rd Lexington, Ky 40505	Mike Fradden	859-787-0420		Per attached	

51130-2-707

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York on December 10, 2025, at 7:00 o'clock P.M., Prevailing Time.

ORDER 5.25

PRESENT:

_____
Supervisor

_____
Councilman

_____
Councilman

_____
Councilwoman

_____
Councilman

In the Matter of The Increase and Improvement of Facilities of the Rotterdam Consolidated Sewer District No. 7 in the Town of Rotterdam, Schenectady County, New York	PUBLIC INTEREST ORDER

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York, has caused to be prepared a map, plan and report, including an estimate of cost, pursuant to Section 202-b of the Town Law and Article 17-A of the General Municipal Law, relating to the increase and improvement of the facilities of the Rotterdam Consolidated Sewer District No. 7, in the Town of Rotterdam, Schenectady County, New York (the "Sewer District"), being costs associated with engineering and related costs of the consolidated sewer system capital project,

including incidental expenses in connection therewith, at a maximum estimated cost of $114,850; and

WHEREAS, at a meeting of said Town Board duly called and held on November 12, 2025, an Order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of facilities of the Rotterdam Consolidated Sewer District No. 7 in said Town at a maximum estimated cost of $114,850, and to hear all persons interested in the subject thereof concerning the same at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, on December 10, 2025, at 7:00 o'clock P.M., Prevailing Time; and

WHEREAS, said Order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; NOW,

THEREFORE, UPON MOTION OF Councilmember _____, seconded by Councilmember _____, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make the increase and improvement of the facilities of the Rotterdam Consolidated Sewer District No. 7, in the Town of Rotterdam, Schenectady County, New York, being costs associated with engineering and related costs of the consolidated sewer system capital project, including incidental expenses in connection therewith, at a maximum estimated cost of $114,850.

Section 2. This Order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll, which resulted as follows:

DATED: December 10, 2025

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

The Order was thereupon declared duly adopted.

* * * * * * *

CERTIFICATION

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

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on December 10, 2025.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

   PUBLICATION (here insert newspaper(s) and date(s) of publication)

   POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this December ____, 2025.

_____
Town Clerk

(CORPORATE SEAL)

BOND RESOLUTION 372.25

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the at the Town Hall, 1100 Sunrise Boulevard, in Schenectady, New York, on December 10, 2025, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilman _____ who moved its adoption, seconded by Councilman _____ to-wit:

BOND RESOLUTION 372.25 DATED DECEMBER 10, 2025

A RESOLUTION AUTHORIZING THE ISSUANCE OF $114,850 BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE ROTTERDAM CONSOLIDATED SEWER DISTRICT NO. 7, IN THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law and Article 17-A of the General Municipal Law, and more particularly an Order dated the date hereof, said Town Board has determined it to be in the public interest to improve the facilities of the Rotterdam Consolidated Sewer District No. 7, in the Town of Rotterdam, Schenectady County, New York, at a maximum estimated cost of $114,850; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which it has been determined will not have a significant adverse impact on the environment;

NOW, THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

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

Section 1. For the specific object or purpose of paying the cost of the increase and improvement of the Rotterdam Consolidated Sewer District No. 7, in the Town of Rotterdam, Schenectady County, New York, being costs associated with engineering and related costs of the consolidated sewer system capital project, including incidental expenses in connection therewith,

there are hereby authorized to be issued $114,850 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is $114,850, which specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is by the issuance of not to exceed the $114,850 bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Rotterdam, Schenectady County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Rotterdam Consolidated Sewer District No. 7 as applicable in the manner provided by law, there shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall

be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of said Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The Supervisor is hereby further authorized, at the Supervisor's sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State

Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies were, are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 12. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

DATED: December 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

The resolution was thereupon declared duly adopted.

* * * * * *

CERTIFICATION

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

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on December 10, 2025.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

   PUBLICATION (here insert newspaper(s) and date(s) of publication)

   POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this December ____, 2025.

_____
Town Clerk

(CORPORATE SEAL)

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on December 10, 2025, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Rotterdam, Schenectady County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Town Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Rotterdam, New York,
December 10, 2025.

/s/ Diane M. Marco
Town Clerk

BOND RESOLUTION DATED DECEMBER 10, 2025.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $114,850 BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE ROTTERDAM CONSOLIDATED SEWER DISTRICT NO. 7, IN THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK.

Specific object or purpose:	Costs related to sewer system consolidation of the Rotterdam Consolidated Sewer District No. 7.
Period of probable usefulness:	40 years
Maximum estimated cost:	$114,850
Amount of obligations to be issued:	Not to exceed $114,850 bonds
SEQRA status:	Unlisted Action. Negative Declaration. SEQRA compliance materials on file in the office of the Town Clerk where they may be inspected during regular office hours by appointment.

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: December 2, 2025

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Alison Grace, Comptroller

TITLE OF REQUEST: Request to authorize issuance of bonds in an amount not to exceed $114,850 to fund the costs associated with improvements to facilities and consolidation of Sewer District 7, which includes Sewer District 7, Sewer District 7 Extension 1, and Sewer District 7 Extension 2.

MEETING DATE: December 10, 2025

Background: The Town has prepared a map, plan and report, which includes an estimate of the costs, as they relate to the increase and improvement of the consolidation of Sewer District 7. The estimated costs have been determined to be no more than $114,850.

Recommendation: Authorization to proceed with the increase and improvement of the facilities of Rotterdam Consolidated Sewer District No. 7 and issue bonds to cover the costs up to $114,850.

Attachment(s): Resolution and notice for public hearing

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

RESOLUTION NO. 373.25

TO AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE A MEMORANDUM OF AGREEMENT WITH THE ROTTERDAM POLICE CHIEF'S ASSOCIATION

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 and sign a memorandum of agreement between the Town of Rotterdam and the Rotterdam Police Chief's Association for the years 2024 and 2025.

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

DATED: December 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: December 5, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Execute Chief and Deputy Chief of Police Contract for 2024-2025

TOWN BOARD MEETING: December 10, 2025

Background Information: The Town has been negotiating with the Chief and Deputy Chief of Police to bring their contract current.

Evaluation/Analysis: The contract has been approved by the Chief and Deputy Chief and the Town's negotiation team.

Recommendation(s): Execute Chief and Deputy Chief of Police Contract from January 1, 2024 through December 31, 2025

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 374.25

TO ENACT LOCAL LAW NO. 9 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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enact Introductory Local Law No. 9 of 2025.

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

SECTION 3. This resolution shall become effective December 10, 2025.

DATED: December 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: December 3, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner PC

TITLE OF REQUEST: Adoption of Amendments to Chapter 194 – Parks and Playgrounds

TOWN BOARD MEETING: December 10, 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 to hold public hearing on December 10, 2025

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

Compliance with Purchasing Policy: Yes

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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

NEW YORK STATE | **Department of State**
Corporations, State Records & UCC

Local Law Filing

Pursuant to Municipal Home Rule Law §27

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

9 **of the year 20** 25

Local Law Title: 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

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

☐ **County** ☐ **City** ☑ **Town** ☐ **Village**
(Select one)

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

For Office Use Only

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

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

Local Law Filing

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

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

I hereby certify that the local law annexed hereto ascribed as local law number 9 of 20 25 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Town Board (Name of Legislative Body) on December 10, 20 25 in accordance with the applicable provisions of law.

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

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

~~**3. (Final adoption by referendum.)**~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ (Name of Legislative Body) on _____ 20_____ and was (approved)(not approved)(repassed after disapproval) by the _____ (Elective Chief Executive Officer*) on _____ 20 _____.~~

~~Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20 _____ in accordance with the applicable provisions of law.~~

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

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

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

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

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

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

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

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

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

_____

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

(Seal)

_____

(Date)

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. 375.25

TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL SERVICE EMPLOYEES' ASSOCIATION RECOGNIZING THE NEW JOB TITLE OF SENIOR MOTOR EQUIPMENT OPERATOR (HEAVY) II

WHEREAS, on November 18, 2025, the Schenectady County Civil Service Commission voted to establish the title of Senior Motor Equipment Operator (Heavy) II in the Town of Rotterdam in the non-competitive class of the civil service;

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 recognizing the position of Senior Motor Equipment Operator (Heavy) II, a position in the non-competitive class of the civil service, as a CSEA bargaining unit position covered under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.

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

DATED: December 10, 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: December 5, 2025

TO: Town Board

FROM: Mollie A. Collins

TITLE OF REQUEST: Authorize the Supervisor to Execute a Memorandum of Agreement with the CSEA to accept the position of Senior Motor Equipment Operator (Heavy) II

TOWN BOARD MEETING: December 10, 2025

Background Information: The town has negotiated with the CSEA to develop a new position within the Highway Department. Schenectday County Civil Service Commission has accepted this new title.

Evaluation/Analysis: The new position of Senior Motor Equipment Operator (Heavy)II will require a specialized license (Class A CDL) which will benefit the town.

Recommendation(s): Authorize the Supervisor to Execute a Memorandum of Agreement with the CSEA to accept the position of Senior Motor Equipment Operator (Heavy) II.

Attachment/Document(s): Job Description, Civil Service Meeting Minutes 11/18/2025

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

SENIOR MOTOR EQUIPMENT OPERATOR (HEAVY) II

DISTINGUISHING FEATURES OF THE CLASS: Employees in this class have responsibility for the safe and efficient operation of heavy and specialized highway motor equipment, and for the oversight of same as assigned. Operation of this type of equipment entails unusual responsibility for the safety of others. Supervision is usually received from a higher level employee. Direct supervision may be exercised over the work of others on specific assignments. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES:

MAY SUPERVISE AS WELL AS PARTICIPATE IN THE FOLLOWING:

- Operates a grader, bulldozer, tractor-trailer, paver or other heavy motor equipment;
- Performs minor repair and maintenance work on equipment;
- Grades banks and slopes and spreads fill in accordance with grade markers;
- Operates assigned equipment in the construction and maintenance of roads;
- Cuts brush and cleans out ditches and culverts manually or with power equipment;
- Operates vehicles equipped with snowplows during the winter months;
- Maintains vehicle assigned in clean condition;
- Performs a variety of related duties as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of the operation of power level graders and other heavy specialized highway construction motor equipment; ability to make simple repairs to equipment; ability to understand and follow oral and written directions; ability to secure the cooperation of others; mechanical aptitude.

MINIMUM QUALIFICATIONS: One year as a Heavy Equipment Operator.

SPECIAL REQUIREMENT:

Possession of a valid New York State C.D.L. Class A Driver's License with endorsements "X" at the time of appointment.

SPECIAL REQUIREMENT When assigned to the Town of Rotterdam:
Possession of a New York State Class A Driver’s license, with a Tank “N” endorsement, and without air brake (L1) restriction, at the time of appointment which must be maintained throughout employment.

Adopted
CSC 11/18/25

JC: NON-COMPETITIVE-Rotterdam

MEETING MINUTES
SCHENECTADY COUNTY
CIVIL SERVICE COMMISSION
November 18, 2025

Present:

Judy Dagostino – Chair of the Civil Service Commission
B. Donald Ackerman – Commissioner
Richard Nebolini – Commissioner
Joe McQueen – Secretary to the Civil Service Commission
Barbara Leonard – Confidential Assistant to the Secretary of the Civil Service Commission
Julie Biittig – Deputy Director of Civil Service

Mrs. Dagostino called the meeting to order at 1:00.

All Commissioners were present.

There were no comments during Privilege of the Floor for the Public Hearing.

There were no comments during Privilege of the Floor for the Agenda.

Mr. Nebolini moved, and Mr. Ackerman seconded, and the Commission unanimously voted to approve the minutes of October 21, 2025.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously voted to approve the Report of Personnel Actions (attached).

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to approve the following positions, based on New Position Duty Statements:

Position	Jurisdiction(s)	Classification
Automotive Mechanic Helper (2)	Burnt Hills-Ballston Lake Schools	Non-Competitive
Correctional Facility Commissary Security Specialist (HELPS Program)	County – Jail	Non-Competitive*
Deputy Police Chief (2)	City of Schenectady	Competitive
Index and Recording Clerk (HELPS Program)	County – County Clerk	Non-Competitive*
Information Processing Specialist IV (2)	City of Schenectady	Competitive
Police Officer (2)	Town of Glenville	Competitive
Restorative Practices Specialist (HELPS	Schenectady City School	Non-Competitive*

Program) – (15)	District	
Security Monitor (5)	Niskayuna School District	Competitive
Senior Code Enforcement Officer	Town of Glenville	Competitive
Senior Motor Equipment Operator (Heavy) II	Town of Rotterdam	Non-Competitive*
Student Engagement and School Attendance Specialist (HELPS Program) (15)	Schenectady City School District	Non-Competitive*
Water and Sewer Maintenance Worker (4)	Town of Glenville	Non-Competitive

*pending classification

Mrs. Dagostino moved, and Mr. Nebolini seconded, and the Commission unanimously voted to adopt the following new job specifications:

Title	Jurisdiction(s)
Correctional Facility Commissary Security Specialist (HELPS Program)	County – Jail
Index and Recording Clerk (HELPS Program)	County – County Clerk
Restorative Practices Specialist (HELPS Program)	Schenectady City School District
Senior Code Enforcement Officer	Town of Glenville
Senior Motor Equipment Operator (Heavy) II	Town of Rotterdam
Student Engagement and School Attendance Specialist (HELPS Program)	Schenectady City School District

Mr. Nebolini moved, and Mr. Ackerman seconded, and the Commission unanimously voted to revise the following job specification:

Title	Requested by:
Anti-Violence Coordinator (Sheriff)	County - Sheriff
Contract Management Coordinator (DSS)	County – Social Services
Police Officer	Town of Glenville
Senior Motor Equipment Operator (Heavy)	Town of Rotterdam
Social Services Investigator	County – Social Services

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Probation Director, Schenectady County, to transfer Tabitha Thesier, Senior Probation Officer, Montgomery County to Schenectady County as a Probation Officer in accordance with Rule XVII of the Schenectady County Civil Service Rules.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously approved the request from the Sheriff, Schenectady County, to transfer Jeffrey Houck, Deputy Sheriff, from Montgomery County to Schenectady County as a Patrol Officer in accordance with Rule XVII of the Schenectady County Civil Service Rules.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Mayor, City of Schenectady, to reinstate Steven Bernard and John Fraser to the position of Special Patrol Officer in accordance with Section 209-V of General Municipal law.

Mr. Ackerman moved, and Mrs. Dagostino seconded, and the Commission unanimously approved the Resolution to appoint the Director of Civil Service as Secretary of the Schenectady County Civil Service Commission, and authorizing the Secretary to the Schenectady County Civil Service Commission to carry out certain functions beginning November 18, 2025.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously moved to adjourn.

The next meeting of the Civil Service Commission will be held on Tuesday, December 16, 2025.

Respectfully Submitted,

Joe McQueen
Secretary to the Civil Service Commission

By:

Barbara Leonard
Confidential Assistant to the Secretary of the Civil Service Commission

RESOLUTION NO. 376.25

TO AMEND RESOLUTION 66.25 OF THE YEAR 2025;
TO APPOINT INDIVIDUALS TO VARIOUS PART TIME POSITIONS AND DUTIES FOR THE CALENDAR YEAR 2025

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 66.25, as amended, is hereby amended, and restated to read as follows: The following individuals are hereby appointed/reappointed to various part-time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2025 as follows:

School Traffic Officer
Floyd Rorick — Hourly Rate $17.00
(Maximum of 4 hours daily)

Clerk – Part Time (Highway Department)
Donna Larsen — Hourly Rate $19.50

Clerk – Part Time(Police Dept)
Allison Armstong — Hourly Rate $24.38

Building Inspector – Part Time
Lloyd Denny — Hourly Rate $40.00
(Maximum 3 days per week)

Bingo Inspector
William Purcell — Hourly Rate $17.00

Safety Inspector(FEMA)
Kathy Fisher — Hourly Rate $35.00

Project Coordinator, Office of the Aging– Part Time
Linda Testa — Hourly Rate $35.00
(Not to exceed $32,000.00 dollars annually)

Senior Center Bus Driver
Mark D'Alessandro — Hourly Rate $20.00

Fire Inspector – Part Time
Chris Amorosi — Hourly Rate $25.00
(Maximum 15 hours per week)

Dog Control Officers – Part Time
Darla Gullotta — Annual Salary $15,000.00
Heather Newell — Annual Salary $15,000.00

Clerk – Part Time
Jody Binkley — Hourly Rate $25.00

Senior Center Bus Driver (Backup Driver)
Frederick Waller Hourly Rate $20.00
Wastewater Treatment Plant Operator – Part Time
Brion Dufek Hourly Rate $70.00
Stormwater Program Coordinator – Part Time
Mary Barrie Hourly Rate $35.00
Clerk – Part Time
Kristen Foley Hourly Rate $25.00
Deputy Assessor
Bradley Canning Hourly Rate $51.00

SECTION 3. This resolution shall become effective December 10, 2025.

DATED: December 10, 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: December 3, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Appoint Brad Canning to the part time position of Deputy Assessor for the Town of Rotterdam

TOWN BOARD MEETING: December 10, 2025

Background Information: Mr. Canning has been the Assessor since 2014. He will be retiring as of December 12, 2025. .

Evaluation/Analysis: Mr. Canning will work part time to ensure that the transition in the Assessor's office is efficient and there is no interruption in the service to our town.

Recommendation(s): Appoint Brad Canning to the part time position of Deputy Assessor for the Town of Rotterdam effective Monday, December 15, 2025.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 377.25

AUTHORIZING THE TOWN SUPERVISOR TO NEGOTIATE AND EXECUTE AN AMENDMENT TO CSX AGREEMENT NO. NYC042530 AND REMIT REQUIRED PAYMENT

WHEREAS, the Town of Rotterdam ("Town") and CSX Transportation, Inc. ("CSX") entered into an agreement dated February 8, 2002, permitting the Town to construct and maintain a sewer pipeline under, over, or across CSX property (the "Agreement"); and

WHEREAS, the Agreement is scheduled to terminate on May 31, 2024, and CSX has provided the Town with an Amendment to extend the Agreement for an additional term through May 31, 2049; and

WHEREAS, the Amendment further requires the Town to pay CSX a one-time, non-refundable Encroachment Fee of Six Thousand Seven Hundred Fifty Dollars ($6,750.00) upon execution; and

WHEREAS, the Town Board has reviewed the proposed Amendment, attached hereto and made a part hereof, and finds it to be in the best interests of the Town to continue the authorization granted under Agreement No. NYC042530; 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 authorizes the Town Supervisor to execute the Amendment to Agreement No. NYC042530 with CSX Transportation, Inc., in the form attached hereto.

SECTION 2. The Town Board authorizes the Town Supervisor, upon execution of said Amendment, to remit payment of $6,750.00 to CSX Transportation, Inc. as the required one-time Encroachment Fee; and be it further

SECTION 3. The Town Comptroller is authorized and directed to make such payment from the appropriate budget line and to take all necessary accounting actions to effectuate this Resolution.

SECTION 4. This resolution shall become effective December 10, 2025.

DATED: December 10, 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:	December 5, 2025
TO:	Mollie Collins, Town Supervisor
FROM:	Courtney Heinel, Town Attorney
TITLE OF REQUEST:	Renewal of CSX Agreement NYC042530 Town of Rotterdam
TOWN BOARD MEETING:	December 10, 2025
Background Information:	CSX reached out to the Town asking if renewal of utility agreement was required. The Town has reviewed and agreed that renewal of the agreement is necessary.
Evaluation/Analysis:	Referred to Town Attorney for renewal.
Recommendation(s):	Town Board should authorize the Supervisor to renew the agreement.
Attachment/Document(s):	CSX Agreement Resolution
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

AMENDMENT

THIS AMENDMENT, made and effective as of December 02, 2025 (the “Effective Date”), by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and TOWN OF ROTTERDAM., a municipal corporation, political subdivision or state agency, under the laws of the State of New York, whose mailing address is 1100 Sunrise Boulevard, Rotterdam, New York 12306, hereinafter called "Licensee," WITNESSETH:

WHEREAS, by agreement dated February 08, 2002 (the “Agreement”), Licensor provided the Licensee the desire to construct and maintain a pipeline, hereinafter called the "Pipeline," under, over, or across property owned or controlled by Licensor;

WHEREAS, the Agreement will terminate effective May 31, 2024 and Licensee desires to extend the term of the Agreement;

WHEREAS, Licensor is agreeable to amend the Agreement subject to the terms and conditions of this Amendment;

NOW THEREFORE, this Amendment will serve to amend the Agreement as follows:

1. Section 2.3 of the Agreement is hereby amended to include an additional term of the Agreement from May 31, 2024 to May 31, 2049 (the “Renewal Term”).

2. As consideration for the Renewal Term, Licensee agrees to pay Licensor as follows:

a. Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100 U.S. DOLLARS ($6,750.00) upon execution of this Amendment.

Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in effect.

[signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered in duplicate.

Witness for Licensor:

_____

CSX TRANSPORTATION

By:_____

Print/Type Name:_____

Print/Type Title:_____

Witness for Licensee:

_____

TOWN OF ROTTERDAM

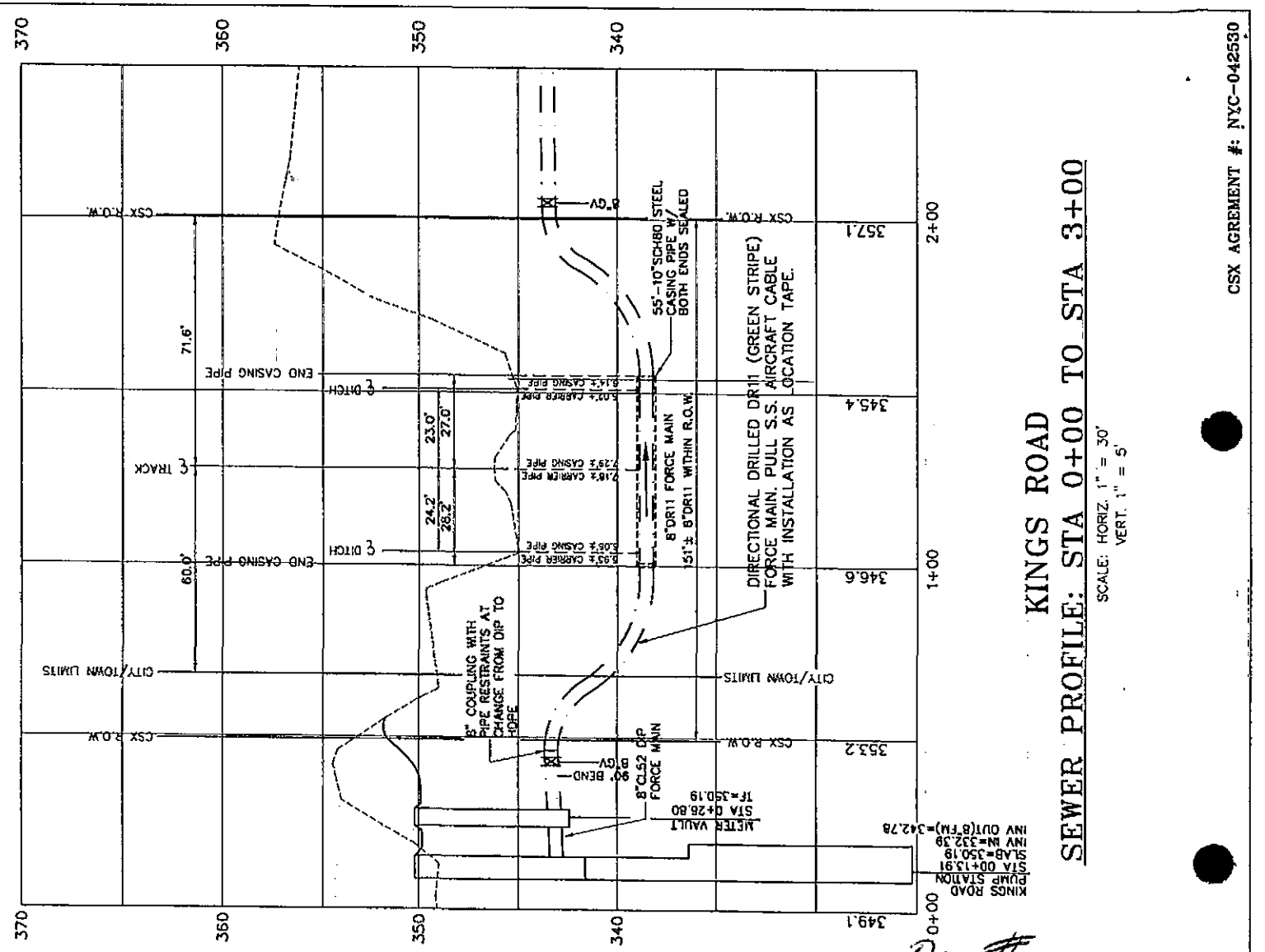
By:_____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name:_____

Print/Type Title:_____

Tax ID No.:_____



STATE OF NEW YORK
JOSEPH M. LANARO
070126
LICENSED PROFESSIONAL ENGINEER

JOSEPH M. LANARO
NYSPE 070126

THE Chazen COMPANIES
Engineers/Surveyors
Planners
Environmental Scientists

CHAZEN ENGINEERING & LAND SURVEYING CO., P.C.

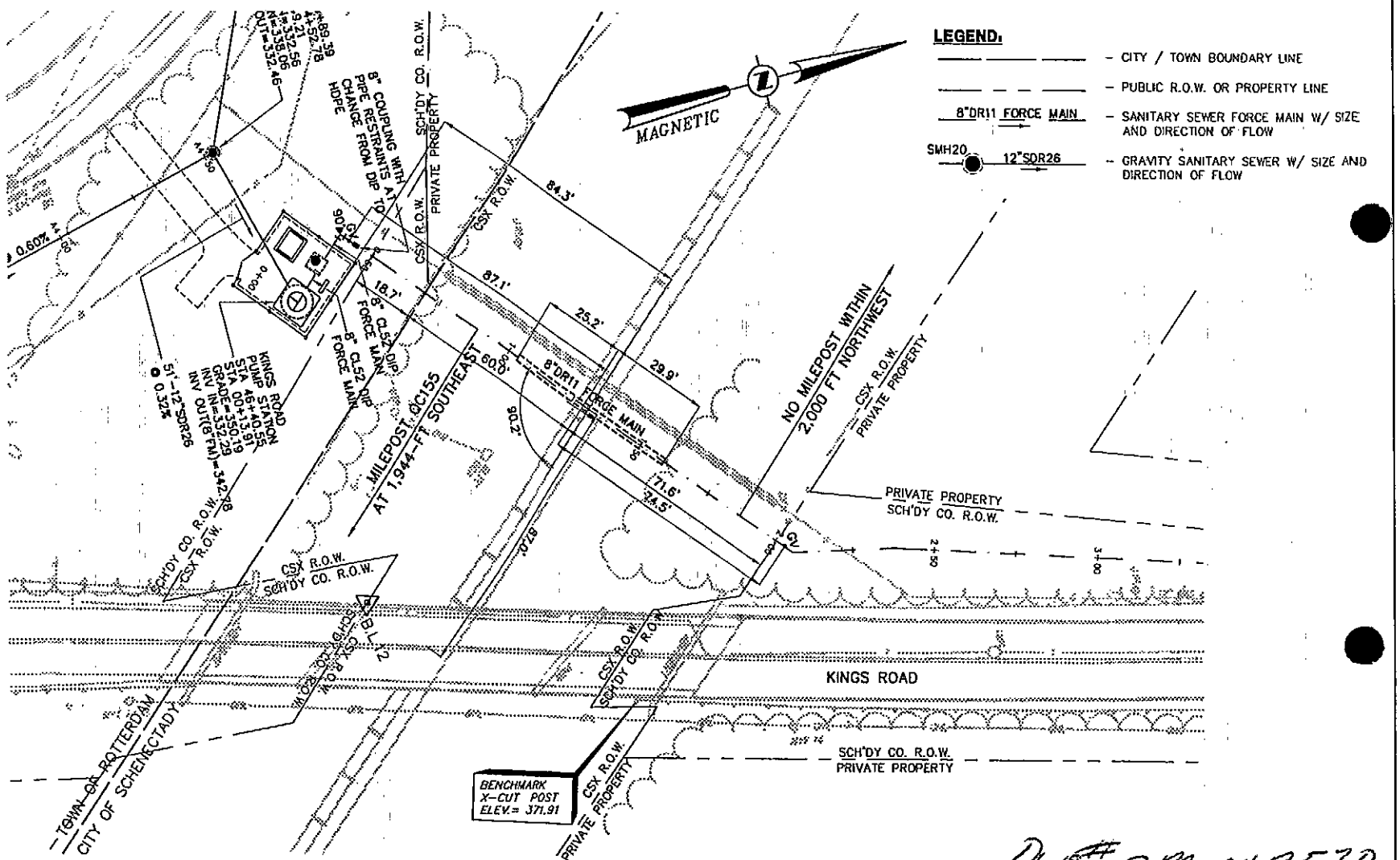
INTER-MUNICIPAL
SANITARY SEWER CONNECTION
HIGHBRIDGE ROAD TRUNK SEWER
KINGS ROAD
SEWER PROFILE
STA 0+00 TO 3+00
TOWN OF ROTTERDAM CITY OF SCHENECTADY
SCHENECTADY COUNTY, NEW YORK

SP1

Dwg # C-M-042530

NOT TO SCALE

NOT TO SCALE



Dwg# CM-042530

KINGS ROAD
SEWER PLAN: STA 0+00 TO STA 3+00

SCALE : 1" = 30'

CSX AGREMENT #: NYC-042530

STATE OF NEW YORK
JOSEPH M. LANARO
070126
LICENSED PROFESSIONAL ENGINEER

JOSEPH M. LANARO
NYSPE 070126

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INTER-MUNICIPAL
SANITARY SEWER CONNECTION
HIGHBRIDGE ROAD TRUNK SEWER
KINGS ROAD
SEWER PLANS
STA 0+00 TO 3+00
TOWN OF ROTTERDAM CITY OF SCHENECTADY
SCHENECTADY COUNTY, NEW YORK

	Page	1 of 1
	Account/Contract No.	NYC042530
	Tracking No.	
	Reference Number	
Invoice	**Date**	12/02/2025

Customer

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due in U.S. dollars	**6,750.00**

Fees Summary

Review Fee	$.00
Railroad Protective Liability (Only if RPL is not provided)	
Expedited Review Fee	
License Fee	$6750.00
Sales Tax*	
Money on File	

*Florida Sales tax applies to the license fee

Total Current Fees in U.S. dollars	**6,750.00**

CSX Federal ID No.	54-6000720
CSX Canadian ID No.	105203095 RC 0001
CSX Quebec ID No.	1022434469 IC 0001

Please remit payment to:

CSX Transportation, Inc.

Legal Address:
500 Water Street, J180
Jacksonville, FL 32202
Questions? Contact:

Mailing Address:
500 Water Street, J180
Jacksonville, FL 32202
EBONY_SHUMAKE@CSX.COM

PIPELINE CROSSING AGREEMENT

THIS AGREEMENT, Made as of February 8, 2002, by and between CSX TRANSPORTATION, INC., a Virginia corporation, as Operator for New York Central Lines LLC, a Delaware limited liability company, a wholly-owned subsidiary of Consolidated Rail Corporation, a Pennsylvania corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter, jointly called "Licensor," and TOWN OF ROTTERDAM, a municipal corporation, political subdivision or state agency, under the laws of the State of New York, whose mailing address is 1100 Sunrise Boulevard, Rotterdam, New York 12306, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct, use and maintain a pipeline, solely for the transmission of raw/treated sewage, hereinafter called "Pipeline," under or across the track(s) and property owned or controlled by Licensor at or near Schenectady, County of Schenectady, State of New York, located at Valuation Station 8203+21, Milepost QC-155.37, Hudson Subdivision, hereinafter called the "Crossing," as shown on print of Licensee's Drawing CM-042530, dated August 17, 2001, attached hereto and made a part hereof; other details and data pertaining to said Pipeline being as indicated on Licensee's Application Form, dated May 6, 2001, also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change said Pipeline at the Crossing above for the term herein stated, and to remove same upon termination.

1.2 The term Pipeline, as used herein, shall include only the pipes, ducts, casing, vents, manholes, connectors, fixtures, appliances and ancillary facilities devoted exclusively to the transmission usage above within the Crossing, and as shown on attached Application Form.

1.3 No additional pipeline or other facilities shall be placed, allowed or maintained by Licensee in, upon or along the Crossing except upon separate prior written consent of Licensor.

2. LICENSE FEE; TERM:

2.1 In lieu of annual payments and in consideration of Licensor's waiver of future fee increases, Licensee shall pay Licensor a one-time nonrefundable License Fee of THREE THOUSAND EIGHT HUNDRED AND 00/100 U.S. DOLLARS ($3,800.00) upon execution of this Agreement. Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Pipeline or Crossing.

2.3 This Agreement shall be effective upon the date first written above. License shall be revocable upon the earlier of: (1) May 31, 2024 or (2) the event of Licensee's default, as herein provided, but shall also terminate upon (a) Licensee's cessation of use of the Pipeline or Crossing for the purpose(s) above, (b) removal of the Pipeline, and/or (c) subsequent mutual consent.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Pipeline and appurtenances, and/or maintenance thereof, or for any public works project of which said Pipeline is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove said Pipeline, in a prudent, workmanlike manner, using quality materials and complying with: any applicable standard(s) or regulation(s) of Licensor (A.R.E.M.A. Specifications) and Licensee's particular industry, and/or any governmental or regulatory body having jurisdiction over the Crossing or Pipeline.

3.2 Location and construction of Pipeline shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor, and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All Licensee's work and exercise of rights hereunder shall be undertaken at time(s) satisfactory to Licensor and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's track(s).

3.4 In the installation, maintenance, repair and/or removal of said Pipeline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to Pipeline, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Pipeline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to Pipeline.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (20 CFR 1926.651(b), et al.), and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) Support track(s) and roadbed of Licensor, in a manner satisfactory to Licensor;

(B) Backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and

(C) Either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner as Licensor may approve.

5.2 After construction or maintenance of Pipeline, Licensee shall:

(A) Restore said track(s), roadbed and other disturbed property of Licensor; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of Pipeline or related facilities.

5.3 Licensee shall remain responsible for any settlement of the track(s) or roadbed for a period of one (1) year subsequent to completion of installation.

6. TRACK CHANGES:

6.1 In the event that Licensor's rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of Licensor's track(s) or other facilities, or in the event future use by Licensor of right-of-way and property necessitate any change of location, height or depth of Pipeline or Crossing, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in Pipeline or Crossing to accommodate Licensor's track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. PIPE CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of Pipeline and Crossing in relation to Licensor's tracks and facilities, and shall relocate Pipeline or change Crossing, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of this Agreement or of any public authority.

7.2 If Licensee undertakes to revise, renew, relocate or change all or any part of Pipeline (including any change in circumference, diameter or radius of pipe or carrier pipe, change in operating pressure, or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before any such change is made. After approval the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Pipeline/Crossing herein permitted may not presently interfere with Licensor's railroad operations or facilities, in the event that the operation, existence or maintenance of said Pipeline, in the sole judgment of Licensor, causes: (a) interference (physical, magnetic or otherwise) with Licensor's communication, signal or other wires, powerlines, train control system, or facilities; or (b) interference in any manner with the operation, maintenance or use by Licensor of its right-of-way, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly take such remedial action or make such changes in its Pipeline or its insulation or carrier pipe, as may be required in the reasonable judgment of Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so, at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect Licensee's Pipeline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake necessary repairs, maintenance or adjustments to Pipeline, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 Licensee hereby assumes, and, to the fullest extent permitted by State law (Constitutional or Statutory, as amended), shall defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, presence, existence, repair, maintenance, replacement, operations, use or removal of Pipeline or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, during any period of actual construction, repair, maintenance, replacement or removal of pipeline, wherein agents, equipment or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's right-of-way involves certain risks of loss or damage as a result of Licensor's rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or Pipeline in, on, over or under the Occupancy, including loss of or any interference with use thereof, regardless of cause, including electrical field creation, fire or derailment arising out of Licensor's rail operations. For this Section, the term "Licensee's Property" shall include pipe contents as well as property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Crossing area, arising from or in connection with the use of this Crossing or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through said Pipeline; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of Licensor's tracks arising from such Pipeline leakage.

9.4 Obligations of Licensee hereunder to defend, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, and their respective officers, agents and employees.

9.5 If a claim is made or action is brought against either party, for which the other party may be responsible hereunder, in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such claim or action.

10. INSURANCE:

10.1 Prior to commencement of surveys, construction or occupation of Crossing pursuant to this Agreement, Licensee shall procure, and shall maintain during the continuance of this Agreement, at Licensee's sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS ($3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent limit to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code J907 at the address listed above.

10.2 If said CGL policy does not automatically cover Licensee's contractual liability during periods of survey, construction, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

10.5 Specifically to cover construction and/or demolition activities within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall pay to Licensor the sum of THREE HUNDRED SEVENTY FIVE AND 00/100 U.S. DOLLARS ($375.00), to cover the cost of adding this Crossing to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee, or any contractor of Licensee, to move any vehicles or equipment over track(s) of Licensor, except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during the progress of any construction, maintenance, repair, renewal, alteration, change or removal of said Pipeline, to place watchmen, flagmen, inspectors or supervisors at the Crossing for protection of operations of Licensor or others on Licensor's right-of-way, and to keep persons, equipment and materials away from Licensor's track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and existing labor agreements, Licensee may provide such flagmen, watchmen, inspectors or supervisors, during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or pipe changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" work) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor, subject to Licensee's budgetary rules.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all materials used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate(s).

12.4 All undisputed bills or undisputed portions of bills not paid within said thirty (30) days shall thereafter accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted. Unless Licensee shall have furnished detailed objections to such bills within said thirty (30) days, bills shall be presumed undisputed.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of license fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of: (a) revocation, (b) termination, (c) subsequent agreement, or (d) Licensee's removal of Pipeline from the Crossing. However, neither revocation nor termination of this Agreement shall affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove Pipeline from the right-of-way of Licensor, unless the parties hereto agree otherwise, (b) restore property of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor's Chief Regional Engineer - Northeast Region (Northeast Region, One Bell Crossing Road, Selkirk, NY 12158) at least five (5) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Chief Regional Engineer - Northeast Region.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered effective upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee or vendee of Licensor's underlying property interests in the Crossing, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

16.6 In the event of sale or other conveyance by Licensor of its Right-of-Way, across, under or over, which the Crossing is constructed, Licensor's conveyance shall be made subject to the right of Licensee to continue to occupy the Crossing on the specific segment of Right-of-Way, and to operate, maintain, repair, renew thereon and to remove therefrom the facilities of Licensee, subject to all other terms of this Agreement.

17. TITLE; LIENS, ENCUMBRANCES:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Right-of-Way in the Crossing occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Right-of-Way in the Crossing, and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others herein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licensor to make such grants to Licensee, as "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control, and Licensee acknowledges that it does not have the right to occupy any such portion of the Right-of-Way without also receiving the consent of the owner of the fee simple absolute estate. In such cases, Licensee shall not be permitted access to the Right-of-Way until it provides Licensor with evidence, reasonably satisfactory in Licensor's sole discretion, that Licensee has either obtained the consent of the owner of the fee simple absolute estate, or does not otherwise require such consent. Further, Licensee shall not obtain, exercise or claim any interest greater than the rights of Licensor in the Right-of-Way, under this Agreement.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to full and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on, or along the Crossing, including claims for punitive or special damages.

17.5 Licensee shall not at any time own, or claim any right, title or interest in or to Licensor's property occupied by the Crossings, nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License, to said property other than the license herein created.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Pipeline and Crossing are located.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the date and year first above written.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____
Print/Type Name: Sheila W. Bazar
Print/Type Title: Assistant Vice President
Property Services

Witness for Licensee:

TOWN OF ROTTERDAM

By: _____
Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.
Print/Type Name: John J. Paolino
Print/Type Title: Town Supervisor
Tax Identification Number: 146002410
Authority under Ordinance or
Resolution No. 75.02, dated 2/13/02.

CSXT 7455 **Rev. 2/1/01**

APPLICATION FOR PIPELINE **CROSSING** UNDER/OVER PROPERTIES AND TRACK

(For RR Use) Division Albany Subdivision Hudson Val Sec. (Map) 4700155 0.0-91.1

Location: Val. Sta. 8203+21 Milepost QC 155.37 No. Crossings 1

Application and plans must be approved and written authority received from the Railroad Company before construction is begun. Original and one copy of both application and drawing, along with a **nonrefundable** Application Fee in the amount of $500.00 should be submitted to: CSX Transportation, Property Services J180, 500 Water Street, Jacksonville, FL 32202.

1. Reference/File Number: NYC-042530
2. Complete **Legal Name** of applicant: Town of Rotterdam
   Company Contact Name: John Paolino Title: Town Supervisor
   Telephone: (518) 355-7660 Fax: (518) 355-2725
3. Address: 1100 Sunrise Blvd City: Rotterdam State: N.Y Zip: 12306
4. Type of business: ____ Individual, ____ Developer, X Municipality, ____ Corporation, (State in which incorporated: ____), ____ Partnership, (type and state of Partnership ____)
5. Location: 1,944 feet west (direction) from Railroad Milepost QC-155
   Valuation Station of Crossing if known: None found Val. Map No. ____
6. Town: T/O Rotterdam County: Schenectady State: N.Y.
7. Angle of crossing: 90
8. Temporary track support or riprapping required? Yes ____ No X (Describe and Detail on Drawing)
9. Wires, poles, obstructions to be relocated? Yes ____ No X (Describe and Detail on Drawing)
10. Product to be conveyed Sewage Flammable? Yes ____ No X Temperature 50 °F
11. Max. Working Pressure 60 psi PSI. Field Test Pressure 100 psi PSI. Type Test AWWA C600 Sect 4
12. Location of shut-off valves 74.5' east of track centerline & 87.1' west of track centerline
13. Number of manholes located on Railroad Right-of-Way: none
14. PIPE SPECIFICATIONS:

	CARRIER PIPE:	CASING PIPE:
Material	DR11 (HDPE)	SCH80 STEEL
Material Specifications & Grade	ASTM D 2513 SDR11	ANSI B36.10
Minimum Yield Strength of Material PSI	42,000 psi	40,000 PSI
Inside Diameter	6.994-inches	9.564-inches
Wall Thickness	0.82-inches	0.593-inches
Outside Diameter	~~8.625~~-inches 8.634	10.750-inches
Type of Seam	None	None
Kind of Joints	Butt Heat Fusion	Welded
Total Length Within Railroad Right-of-Way	151.1 f	55.1 f

   Vents: Number 0 Size ____ Height above ground ____
   Seals: Both ends YES One end ____
   Bury: Base of rail to top of casing 7 feet, 3 inches, Bury (Not beneath tracks) 6 feet, 0 inches
   Bury: (Below ditches) 6 feet, 0 inches
   CATHODIC PROTECTION: Yes X No ____
   PROTECTIVE COATING: Yes ____ No X Kind ____
15. Method of installation Directional Drilling
16. If application is a revision to an existing agreement, give agreement number and date: NA
17. If this a supplement to a master (general) agreement, give agreement number and date: NA
18. If Aegis member, work to be performed by: NA Company employees
19. Will pipe be located in limits of public road Right-of-Way? Yes ____ No X (If "yes", show name road number and width of Right-of-Way on print). DOT/AAR Crossing No. 508679 L

Proposal and construction must be in accordance with CSXT's Specifications, The American Railway Engineering Association, and any governing laws or regulations. **Please note that the specifications furnished in the Pipeline Application Package are to be used as a guideline only, CSXT reserves the right to approve or decline any application.**

February 1, 2002 Managing Engineer (Agent for Town of Rotterdam)

Date Signature & Title of Officer Making Application

Please Type or Print: **Joseph M. Lanaro, P.E. Managing Engineer (518) 235-8050

Name Title Telephone Number

** ACTING AS AGENT FOR THE APPLICANT, TOWN OF ROTTERDAM

At a 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, on February 13, 2002 at 7:30pm, the following resolution was duly adopted:

RESOLUTION NO. 75.02

WHEREAS, the Town of Rotterdam has a need to enter into an agreement with CSX Transportation, Inc., for the insurance of the pipeline crossing by the Highbridge Sewer District trunkline for the purpose of installation, maintenance, and repair for a sewer line in conjunction with the Highbridge Road Sewer District; now therefore

UPON MOTION of Councilmember Marco,

seconded by Councilmember Vellano, it is hereby

RESOLVED AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam resolves that it shall be the applicant and CSX Transportation, Inc., shall be the insured, in the amount of Four Thousand Six Hundred Seventy-Five and 00/100 ($4,675.00) Dollars, for the services identified in the February 1, 2002 application for pipeline crossing by the Highbridge Sewer District trunkline. All costs of insurance shall be provided by the Schenectady County Industrial Development Agency.

SECTION 2. This resolution shall take effect immediately.

DATED: February 13, 2002

I, Eunice O. Esposito, Town Clerk of the Town of Rotterdam, Schenectady County, New York, DO HEREBY CERTIFY that I have compared the foregoing resolution as adopted by the Town Board of the Town of Rotterdam on Wednesday, February 13, 2002, and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in my office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 13, 2002.

Eunice O. Esposito

Eunice O. Esposito, Town Clerk

RESOLUTION NO. 378.25

TO SCHEDULE A SPECIAL MEETING OF THE TOWN BOARD

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 schedules a special meeting of the Town Board of the Town of Rotterdam, to be held Wednesday, December 17, 2025, at 7:00 p.m., at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 for personnel purposes and for any other purpose as may come before the Town Board.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to transmit to the news media, to publish in the official newspaper of the Town of Rotterdam, to post on the Town website, to post on the Town Clerk signboard, and to provide written notice to each member of the Town Board not less than five (5) days prior to the date designated for the special meeting, the following notice of special meeting:

TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a special meeting at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 17th day of December 2025, for personnel purposes and for any other purpose as may come before the Town Board.

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

DATED: December 10, 2025
Daily Gazette: Please publish once on or before December 12, 2025
Town Clerk
Post, Transmit to News Media, Provide Written Notice to Councilmembers

SECTION 3. This resolution shall become effective December 10, 2025.

DATED: December 10, 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:	December 9, 2025
TO:	Town Board
FROM:	Mollie Collins, Town Supervisor
TITLE OF REQUEST:	Schedule a Special Meeting 12/17/25
TOWN BOARD MEETING:	December 10, 2025
Background Information:	A special meeting is required to hold an executive session for personnel matters and any other business that may need conducted.
Evaluation/Analysis:	The Town Board potentially needs to settle matters that are pending and ready for action.
Recommendation(s):	Schedule Special Meeting for December 17th, 2025
Attachment/Document(s):	N/A
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

RESOLUTION NO. 379.25

CALL FOR BIDS FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT: CONTRACT NO. 1A – GENERAL CONSTRUCTION, CONTRACT NO. 1B – ELECTRICAL CONSTRUCTION AND CONTRACT NO. 1C - MECHANICAL CONSTRUCTION

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 Wastewater Treatment Plant Improvements: Contract No. 1A – General Construction, Contract No. 1B – Electrical Construction, and Contract No. 1C – Mechanical Construction

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 Thursday, the 29th day of January 2026, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT: CONTRACT NO. 1A – GENERAL CONSTRUCTION, CONTRACT NO. 1B – ELECTRICAL CONSTRUCTION AND CONTRACT NO. 1C - MECHANICAL CONSTRUCTION

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

other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY, OR IN PERSON TO THE TOWN CLERK PRIOR TO 10:00 A.M., THURSDAY, JANUARY 29, 2026

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

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

DATED: December 10, 2025
BidNet: Please publish on December 17, 2025
Daily Gazette: Please publish once on December 17, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective December 10, 2025.

DATED: December 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Town of Rotterdam

Request for Bids:

Wastewater Treatment Plant Improvements Project

Contract No. 1A – General Construction
Contract No. 1B – Electrical Construction
Contract No. 1C - Mechanical Construction

Bid Opening:
Thursday, January 29, 2026
@ 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:

Wastewater Treatment Plant Improvements

Contract No. 1A – General Construction

Contract No. 1B – Electrical Construction

Contract No. 1C – Mechanical Construction

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

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam Wastewater Treatment Plant Improvements project will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 10:00 a.m. local time on Thursday, January 29, 2026, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

Contract No. 1A – General Construction
Contract No. 1B – Electrical Construction
Contract No. 1C – Mechanical Construction

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and accompanied by security in an amount not less than five percentum (5%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

An optional Pre-Bid meeting will be held at 10:00 a.m. local time on Thursday, January 8, 2026. The Pre-Bid meeting will be held at the Town of Rotterdam Sewer District No. 2 Wastewater Treatment Plant, 26 West Campbell Road, Rotterdam, NY 12306.

This is an exempt capital improvement project, and Bidders shall not include in their bid sales and compensating use taxes on the cost of materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

All bidders please be advised that this project may be funded entirely or at least in part from a federal assistance agreement between EPA and the Town of Rotterdam. In accordance with State, local or tribal laws and regulation as well as Federal laws and Uniform Grant Guidance (UGG) – 2 CFR Part 200, 40 CFR Part 33 and/or 40 U.S.C. Part 1101 et seq., all bidders shall acknowledge the federal requirements and provisions for construction contracts including, but not limited to: the Davis-Bacon Act; EPA's Disadvantaged Business Enterprise (DBE) program; Build America, Buy America (BABA) Act; and American Iron and Steel (AIS) Act."

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance

agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on January 29, 2026,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. January 29, 2026** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Wages paid shall be the higher of the Federal (Davis Bacon) or State prevailing wages

8. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

9. The Town Board reserves the right to reject any or all bids and re-advertise.

10. 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).

11. 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.

12. 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.

13. The Town Board of the Town of Rotterdam reserves the right to waiver 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.

14. 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.

15. 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 certificating, 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:_____

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

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

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

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

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

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

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion,

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

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

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

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

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

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

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

remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

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

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

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

department where services are being provided, the Town Supervisor, or a member of the Town Board.

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

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

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

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

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

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal

agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

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

administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

Call For Bids for Wastewater Treatment Plant Improvements Project: Contract No. 1A – General Construction, Contract No. 1B – Electrical Construction And Contract No. 1C - Mechanical Construction

Hard copy bidding documents and drawings are available for viewing at the Town Clerks Office during regular business hours on the date of publication, December 17th, 2025. A hard copy will be available at the agenda meeting on the dais.

If approved at the December 10th meeting, documents will be available on Bidnet and posted in the Gazette December 17th. (http://www.bidnetdirect.com/townofrotterdam)

RESOLUTION NO. 380.25

RESOLUTION ADOPTING LOCAL LAW NO. ___ OF 2025 TO ADOPT NEW ARTICLE OF CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO "BATTERY ENERFY STORAGE SYSTEMS" ~~AND SCHEDULE A PUBLIC HEARING THEREON~~

WHEREAS, the Town Board previously recognized the introduction of Introductory Local Law No. ___ of 2025, proposing to adopt a new Article of Chapter 270 of the Town Code entitled "Battery Energy Storage Systems," and duly scheduled a public hearing thereon; and

WHEREAS, a public hearing on said Introductory Local Law was duly held on December 10, 2025, at which all interested persons were given an opportunity to be heard; and

WHEREAS, the Town Board has reviewed the proposed local law, the record of the public hearing, and the recommendations of Town staff and consultants; and

WHEREAS, the Town Board, acting as Lead Agency under the State Environmental Quality Review Act ("SEQRA"), has completed its environmental review, including preparation of the required Long Environmental Assessment Form (LEAF), and has determined that adoption of the Local Law constitutes a Type I Action; and

WHEREAS, upon review of the SEQRA record, the Town Board determines that adoption of the Local Law will not result in any significant adverse environmental impacts, and therefore a Negative Declaration is appropriate;

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby adopts the SEQRA Negative Declaration for Introductory Local Law No. ___ of 2025 and authorizes and directs the Town Supervisor to sign the same; and

SECTION 2. The Town Board hereby enacts Local Law No. ___ of 2025, entitled "Battery Energy Storage Systems," which adds a new Article to Chapter 270 of the Town Code to regulate the siting, design, installation, operation, and decommissioning of Battery Energy Storage Systems within the Town of Rotterdam; and

SECTION 3. The Town Clerk is hereby authorized and directed to file the Local Law with the New York State Department of State and update the Town Code accordingly upon receipt of acceptance from the Department of State; and

SECTION 4. This Resolution shall take effect immediately. The Local Law shall take effect upon filing with the Secretary of State.

DATED: December 10, 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:	December 9, 2025
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo – Senior Planner
TITLE OF REQUEST:	Adoption of proposed Zoning Code amendments regulating Battery Energy Storage Systems
TOWN BOARD MEETING:	December 10, 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 Comments Received on Proposed BESS Legislation Schenectady County 239-m Comments
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

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LEGISLATIVE REQUEST FORM

DATE:	December 9, 2025
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo – Senior Planner
TITLE OF REQUEST:	Adoption of a Negative Declaration under the State Environmental Quality Review Act (SEQR) on proposed Zoning Code amendments regulating Battery Energy Storage Systems
TOWN BOARD MEETING:	December 10, 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. This is a Type 1 Action under SEQR.
Recommendation(s):	Adopt a Negative Declaration 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 Draft Negative Declaration as prepared by the Town Planner
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 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:
To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

See attached Negative Declaration as prepared by the Town of Rotterdam in support of this action.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the Rotterdam Town Board as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Amendment of the Rotterdam Town Zoning Code to regulate Battery Energy Storage Systems (BESS).

Name of Lead Agency: Town of Rotterdam

Name of Responsible Officer in Lead Agency: Mollie Collins

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Peter Comenzo Date: December 10, 2025

For Further Information:

Contact Person: Peter Comenzo - Senior Planner

Address: 1100 Sunrise Boulevard, Schenectady, NY 12306

Telephone Number: 518-355-7575 x-338

E-mail: pcomenzo@rotterdamny.org

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

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

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

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

Tips for completing Part 2:

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

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)
If "Yes", answer questions a - j. If "No", move on to Section 2.

☑ NO ☐ YES

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

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☑ NO ☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

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

l. Other impacts: _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____ _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑NO ☐YES

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

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑NO ☐YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

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

8. Impact on Agricultural Resources
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑NO ☐YES
If "Yes", answer questions a - h. If "No", move on to Section 9.

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

9. Impact on Aesthetic Resources
The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)
☑ NO ☐ YES
If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources
The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
☑ NO ☐ YES
If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

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

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☑ NO ☐ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

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

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☐ NO ☑ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☑	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☑	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☑	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☑	☐
e. Other Impacts: BESS Legislation will regulate storage of energy and where these types of facilities are located within the Town of Rotterdam. No code currently exists.		☐	☐

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☑ NO ☐ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

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

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

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

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

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. ☑ NO ☐ YES
(See Part 1. C.1, C.2. and C.3.)
If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. ☑ NO ☐ YES
(See Part 1. C.2, C.3, D.2, E.3)
If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____		☐	☐

PRINT FULL FORM

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 1is 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, or Village Board of Trustees ☑Yes☐No	Town Board	October 2025
b. City, Town or Village Planning Board or Commission ☐Yes☑No	Planning Commission Report and Recommendation	September 2025
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
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. ☑ Yes ☐ No
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.

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? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? Adoption of a Battery Energy Storage System

C.4. Existing community services.

a. In what school district is the project site located? Schalmont & Mohonasen

b. What police or other public protection forces serve the project site?
State Police, Schenectady County Sherriff, and Rotterdam Police Department

c. Which fire protection and emergency medical services serve the project site?
All Town of Rotterdam Volunteer Fire Departments, Rotterdam EMS, and Mohawk Ambulance

d. What parks serve the project site?
N/A

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.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

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

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

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☐No
If Yes:
i. What is the purpose of the excavation or dredging?
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards):
- Over what duration of time?

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe.
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan:

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

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

_____

_____

_____

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No

If Yes, describe: _____

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

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

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

_____

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

If Yes:

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

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

If Yes:

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

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

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

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

If, Yes:

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

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

_____

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

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

If Yes:

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

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

_____

_____

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

If Yes:

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

- Do existing sewer lines serve the project site? ☐Yes☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

_____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes☐No

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: _____

_____

_____

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? ☐Yes☐No

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

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐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? ☐Yes☐No

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)

_____

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? ☐Yes☐No

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) ☐Yes☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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.

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 Covertype	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? ☐Yes☐No

i. If Yes: explain: _____

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

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐Yes☐No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes☐No

If Yes:

i. Has the facility been formally closed? ☐Yes☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

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

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes☐No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes☐ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes☐No

☐ Yes – Spills Incidents database Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes☐No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☐No

- 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? ☐Yes ☐No
- Explain: _____

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? ☐Yes ☐No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

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: _____% of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____% of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☐Yes ☐No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes ☐No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐Yes ☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐Yes ☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- 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? ☐Yes ☐No
If Yes:

i. Name of aquifer: _____

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: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐Yes ☐No

If Yes:

i. Nature of historic/archaeological resource: ☐Archaeological Site ☐Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐Yes ☐No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐Yes ☐No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐Yes ☐No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐Yes ☐No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐Yes ☐No

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Town of Rotterdam Date October 2, 2026

Signature Peter Comenzo Title Senior Planner

PRINT FORM

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:	December 9, 2025
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo – Senior Planner PC
TITLE OF REQUEST:	Adoption of a Negative Declaration under the State Environmental Quality Review Act (SEQR) on proposed Zoning Code amendments regulating Battery Energy Storage Systems
TOWN BOARD MEETING:	December 10, 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. This is a Type 1 Action under SEQR.
Recommendation(s):	Adopt a Negative Declaration 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 Draft Negative Declaration as prepared by the Town Planner
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

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

Date: December 10, 2025

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

After a review of the application materials, Environmental Assessment Form, and comments received on this proposal, the Town Board of the Town of Rotterdam has determined that the proposed action described below will not have a significant adverse impact on the environment and a Draft Impact Statement will not be prepared.

SEQRA Status:	Type I	( )
	Type II	( )
	Unlisted	(X)
Conditioned Negative Declaration:	Yes	( )
	No	(X)
Description of Action:	To modify Chapter 270 of the Town Code and adopt regulations for Battery Energy Storage System (BESS).	
Petitioner:	Town Board of the Town of Rotterdam John F. Kirvin Government Center 1100 Sunrise Boulevard Rotterdam, New York 12306	

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

This non-project action concerns amending Chapter 270 of the Code of the Town of Rotterdam to adopt rules and regulations regarding both residential and commercial battery energy storage facilities (BESS) located in the Town of Rotterdam. The Town of Rotterdam currently does not regulate BESS within its municipal boundaries. The updates town code establishes a system whereby these new and ever-changing technologies can be allowed while enhancing and refining performance standards to regulate these facilities to specific locations with the Town based upon the size of them. The purpose of this local law to provide uniformity as well as a framework to better regulate BESS facilities of all sizes.

The Rotterdam Town Board appointed an Energy Advisory Committee (EAC) that held once a month meeting beginning March 16, 2023 and worked diligently to meet with various stakeholders in State, County, and local government. Reviewing entities also included first responders, NYSERDA, Town Board members, County Legislators, Planning Commission members, and Town Staff to develop a comprehensive code that allows for development of BESS within the Town while protecting the environment. The Energy Advisory Committee familiarized themselves with Battery Energy Storage Code of at least ten other comparable municipalities, and created a side-by-side comparison of important factors. As part of this effort, two Town Board members were appointed as liaisons for this effort and were actively involved in the development of these regulations and regularly reported their progress to the other Board members.

The Town received comments from the public as well as private BESS developers in regards to the proposed legislation. These comments and associated information were reviewed by the Town Board and shared with the Energy Advisory Committee. In addition, NYSERDA reviewed the proposed legislation and provided additional resource materials and mapping. This information was shared with the Town Board and the Energy Advisory Committee. The energy Advisory Committee reviewed the materials submitted by NYSERDA at their August 14, 2025 meeting and deliberated each comment on the draft legislation. On August 25, 2025 the Town Board was provided with a point-by-point analysis and response on these comments from the Energy Advisory Committee.

The 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 Planning Commission provided a report of their comments and a recommendation for approval of the BESS legislation prepared by the EAC at their September 16, 2025 meeting.

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

The Town Board has considered the following criteria to determine if this proposal has significant adverse impacts on the environment:
(i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;

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

The Town Board has also considered the reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions, which are:
(i) included in any long-range plan of which the action under consideration is a part;
(ii) likely to be undertaken as a result thereof; or
(iii) dependent thereon.
(3) The significance of a likely consequence (i.e., whether it is material, substantial, large or important) has be assessed in connection with:
(i) its setting (e.g., urban or rural);
(ii) its probability of occurrence;
(iii) its duration;
(iv) its irreversibility;
(v) its geographic scope;
(vi) its magnitude; and
(vii) the number of people affected

At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY on the 10th day of December hereby adopted this NEGATIVE DECLARATION pursuant to 6NYCRR PART 617, State Environmental Quality Review.

_____

Mollie Collins
Town Supervisor

For further information contact:

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

ZONING COORDINATION REFERRAL

SCHENECTADY COUNTY DEPT. OF ECONOMIC DEVELOPMENT & PLANNING

Recommendations shall be made within 30 days after receipt of a full statement of the proposed action.

For Use By SCDEDP

Received 11-18-25
Case No. R-35-25
Returned 12-10-25

FROM: ☑ Legislative Body ☐ Zoning Board of Appeals ☐ Planning Board

Municipality: Town of Rotterdam

TO: Schenectady County Department of Economic Development and Planning
Schaffer Heights, 107 Nott Terrace, Suite 303
Schenectady, NY 12308

(tel.) 386-2225
(fax) 382-5539

Received
Schenectady County
NOV 18 2025
Economic Development and Planning Dept.

ACTION:

☑ Zoning Code/Law Amendment	☐ Special Permit
☑ Zoning Map Amendment	☐ Use Variance
☐ Subdivision Review	☐ Area Variance
☐ Site Plan Review	☐ Other (specify)

PUBLIC HEARING OR MEETING DATE: December 10, 2025

SUBJECT: Town of Rotterdam – Battery Energy Storage Systems. Report and Recommendation to the Town Board to amend Chapter 270 to include code on Battery Energy Storage Systems (BESS).

REQUIRED ENCLOSURES:

1. Public hearing notice & copy of the application.
2. Map of property affected. (Including Tax Map I.D. number if available)
3. Completed environmental assessment form and all other materials required by the referring body in order to make its determination of significance pursuant to the state environmental quality review act.

1. This zoning case is forwarded to your office for review in compliance with Sections 239-l, 239-m and 239-n of Article 12-B of the General Municipal Law, New York State.

2. This material is sent to you for review and recommendation because the property affected by the proposed action is located within 500 feet of the following:

☐ the boundary of any city, village or town;
☐ the boundary of any existing or proposed County or State park or other recreation area;
☐ the right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway;
☐ the existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel lines;
☐ the existing or proposed boundary of any County or State-owned land on which a public building or institution is situated;
☐ the boundary of a farm operation located in an agricultural district, as defined by Article 25-AA of the agriculture and markets law. The referral requirement of this subparagraph shall not apply to the granting of area variances.

SUBMITTED BY:

Name: Peter Comenzo Title: Senior Planner

Address: 1100 Sunrise Boulevard, Schenectady, NY 12306

E-mail: pcomenzo@rotterdamny.org Phone: 518-355-7575 Ext 338

Peter Comenzo
Signature

Date: 11 13 25

PLANNING & ZONING COORDINATION REFERRAL

Case No. R-35-25 Applicant Town Board

Referring Officer Peter Comenzo Municipality Rotterdam

Considerations: Regarding an amendment to the Town Zoning Code to regulate Battery Energy Storage Systems. Utility scale storage systems (aggregate energy capacity greater than 600kWh) are confined to the I-2 zone. Large scale systems (greater than 150kWh and less than 600kWh) for on-site power consumption are allowed in B-1, B-2, C-1 and I-1. Small-scale are allowed by right in all zones.

RECOMMENDATION

Receipt of zoning referral is acknowledged on November 18, 2025. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

☐ ***Approve of the proposal.**

☑ **Defer to local consideration (No significant county-wide or inter-community impact)**

☐ **Modify/Conditionally Approve.** Conditions:

☑ **Advisory Note:**

As recommended by NYSERDA, the town should avoid duplicating or modifying requirements already comprehensively addressed under the 2025 Fire Code of New York State. Including such provisions in local law can create conflicts and possible confusion.

☐ **Disapprove.** Reason:

*A recommendation of approval should not be interpreted that the County has reviewed all local concerns and/or endorses the project; rather the proposed action has met certain County considerations.

Section 239-m of the general Municipal Law requires that within 30 days after final action, the referring body shall file a report of the final action it has taken with the Schenectady County Department of Economic Development and Planning. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

12-4-25
Date

Mark G. Hart
Acting Commissioner
Economic Development and Planning