

MEETING OF THE ROTTERDAM TOWN BOARD

May 13, 2026

7:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC HEARING- ANIMAL ABUSE REGISTRY

**TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __
OF 2026 TO AMEND CHAPTER 107, DOGS, ADDING ARTICLE 5, ANIMAL ABUSE
REGISTRY, OF THE TOWN CODE OF THE TOWN OF ROTTERDAM**

PRESENTATION

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

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

141.26 ACCEPTING TOWN BOARD MEETING MINUTES

142.26 TO ACCEPT TOWN CLERK REVENUE FOR APRIL 2026

**143.26 TO ACCEPT GENERATOR MAINTENANCE AGREEMENT WITH CUMMINS
SALES AND SERVICE**

144.26 TO APPROVE HIGHWAY BUDGET TRANSFERS TO THE 2026 BUDGET

**145.26 TO APPROVE 2026 QUARTERLY EXPENSE TRANSFERS OF GAS AND
DIESEL**

**146.26 AUTHORIZE THE SUPERVISOR TO EXECUTE AND APPROVE SPECIAL
INSPECTIONS FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SERVICES FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENT
PROJECT**

**147.26 TO DECLARE 210 & 212 PHILLIPS ROAD PROPERTY AS SURPLUS TOWN
PROPERTY**

**148.26 AUTHORIZE FINAL PAYMENT AND RELEASE OF RETAINAGE TO AFSCO
FENCE SUPPLY CO., INC**

**149.26 TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW
NO. __ OF 2026 TO AMEND SECTION 230, RELATING TO SEWERS OF THE TOWN
CODE OF THE TOWN OF ROTTERDAM AND SCHEDULING A PUBLIC HEARING
THEREON.**

150.26 TO ACCEPT THE 2023 AUDIT REPORT

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

**152.26 TO ADOPT THE TOWN OF ROTTERDAM SECURE DISPOSAL OF
ELECTRONIC AND PHYSICAL RECORDS**

**153.26 TO DECLARE LEAD AGENCY FOR WATER METER INSTALLATION
PROJECT.**

154.26 TO APPROVE BUDGET TRANSFERS TO THE 2026 BUDGET

155.26 AMEND AND UPDATE THE SCHEDULE OF FEES

**156.26 TO AUTHORIZE THE SUPERVISOR TO REQUEST PROPOSALS FROM
ENGINEERING FIRMS TO PROVIDE DESIGN AND CONSTRUCTION SUPPORT FOR
INSTALLATION OF RESIDENTIAL WATER METERS**

MISCELLANEOUS

SUPERVISOR'S REMARKS: Supervisor John Polimeni

ADJOURNMENT John Polimeni, Supervisor

PUBLIC HEARING

#1

To recognize the introduction of Introductory Local Law 2 of 2026; To amend Chapter 107, Dog Control of the Town Code of the Town of Rotterdam, adding the Animal abuse Registry

05/13/26

Chapter 107

Article 5

Town of Rotterdam Animal Abuse Registration Act

Section 1. Title- This Local Law shall be known as the Town of Rotterdam Animal Abuse Registration Act

Section 2. Legislative Findings and Purpose: The Town Board finds and determines:

First, that animal cruelty is a serious problem, resulting in the abuse of thousands of animals each year; and

Second, that, while the State of New York has criminalized the cruel treatment of animals, animal abuse and cruelty continues to occur in the Town of Rotterdam and throughout New York State; and

Third, that people who have abused animals in the past are likely to do so in the future, and studies show that there is a near-100% recidivism rate for certain types of abuse, such as animal hoarding; and

Fourth, that individuals who abuse animals are statistically more likely to commit violent acts against humans and, in particular, the Town Board also determines that a strong correlation has been established linking individuals who abuse animals with incidents of domestic violence; and

Fifth, that animals in need of homes need to be protected from potential abusers; and

Sixth, that it is in the best interest of the residents of the Town of Rotterdam and their animals that an online registry be established identifying individuals residing in the Town of Rotterdam convicted of animal abuse crimes that will prevent these individuals convicted of animal cruelty from adopting, purchasing, or otherwise obtaining animals, as “Animal” is defined in Section 400 of the New York State Agriculture and Markets Law, from any Animal Shelter as hereinafter defined, or professional, licensed and/or accredited “Pet Dealer”, as defined in Section 400 of the New York State Agriculture and Markets Law, located in Schenectady County, involved in the exchange of animals by adoption, sale, or other means.

THEREFORE: The Purpose of enacting this local law is to establish an online registry for individuals who are convicted of animal abuse and neglect crimes.

Section 3. Definitions As used in this Local Law, the following terms shall have the meanings indicated:

A. "Animal Abuse and Neglect Crime" shall mean the commission of crimes against an animal as set forth in the New York State Agriculture and Markets Law (hereinafter "AML") § 351, § 353, § 353-a, §353-C, §355, §356, §360, § 361, § 365, §366 (3), §366-a, § 368, § 380, §381, and New York State Penal Law (hereinafter "PL") § 130.20 (3), § 195.11, § 195.12, §242.10, and §242.15.

B. "Animal Abuse Offender" shall mean any person convicted of an Animal Abuse and Neglect Crime

C. "Animal Abuse Registry" shall mean the on-line registry established by this Local Law for registering any person residing in the Town of Rotterdam convicted of an Animal Abuse and Neglect Crime.

D. "Animal Shelter" shall mean any public or privately owned organization located in the Town of Rotterdam, including, but not limited to, any duly incorporated humane society, pound, animal protective association, or animal rescue group which maintains buildings, structures, or other property for the purpose of harboring animals which may be stray, unwanted, lost, abandoned, or abused and seeks to find appropriate temporary or permanent homes for such animals.

E. "Conviction" shall mean an adjudication of guilty by any court of competent jurisdiction, whether upon verdict after trial, plea of guilty, or nolo contender/Alford plea.

F. "Animal" means a dog or a cat.

G. "Pet Dealer" means any person or entity located in the Town of Rotterdam who engages in the sale or offering for sale of more than nine animals per year for profit to the public. Such definition shall include breeders who sell or offer to sell animals; provided that it shall not include any breeder who sells or offers to sell directly to the consumer fewer than twenty-five animals per year that are born and raised on the breeder's residential premises;

Section 4. Establishment of an Animal Abuse Registry A registry is hereby created which shall contain the names and residence information of individuals who are convicted of Animal Abuse and Neglect Crimes. The Rotterdam Town Clerk is hereby authorized and empowered to establish and maintain a publicly accessible registry for such individuals. All fees collected by Rotterdam Town Clerk associated with the registration shall be used for the maintenance and administration of the registry

Section 5. Registration Requirements

A. All persons either at sixteen (16) years of age or older who has been convicted of an Animal Abuse and Neglect Crime on or after the effective date of this Local Law must register with the Town of Rotterdam Animal Abuse Registry within ten (10) days of their release from incarceration or, if not incarcerated, from the date of judgment of conviction.

B. Each person required to register with the Animal Abuse Registry shall submit: i. Their name and any aliases that they may be known by; ii. Their residence address;

C. Every person required to register with the Animal Abuse Registry shall update their registry information annually and within ten (10) days of any change of address.

D. Every person required to register pursuant to this Local Law shall remain on the Animal Abuse Registry for ten (10) years following their release from incarceration or the date the judgment of conviction was rendered, whichever is later. Any currently or previously registered Animal Abuse Offender convicted of a subsequent Animal Abuse and Neglect Crime shall be placed on the registry for life following the second conviction.

E. Upon notification to the Rotterdam Town Clerk, or their authorized agent, of a successful appeal of a conviction of an Animal Abuse and Neglect Crime by an individual that has been required to register pursuant to this Local Law, the registration information for that individual shall be removed from the Animal Abuse Registry within (5) days following the notification.

F. Every person required to register with the Animal Abuse Registry shall pay an annual fee of fifty (\$50.00) Dollars to the Rotterdam Town Clerk's Office. All such fees shall be used to pay the administrative and maintenance costs of maintaining the registry.

G. The Rotterdam Town Clerk's Office is hereby authorized and empowered to promulgate such rules and regulations as may be necessary to implement the Animal Abuse Registry.

Section 6. Sharing of Registration Information

A. The Rotterdam Town Clerk, or their authorized agent, shall make the Animal Abuse Registry available to the Schenectady County Child Protective Service and the Department of Social Services, and is authorized to make the Animal Abuse Registry available to any state, regional, or national government-operated registry of animal abusers for the purpose of sharing information.

B. The Rotterdam Town Clerk, or their authorized agent, may accept files from any state, regional, or national registry of animal abusers.

C. The Rotterdam Town Clerk, or their authorized agent, is authorized to make the registry information available within a reasonable amount of time to any animal registry.

Section 7. Animal Abuse Shelters and Pet Sellers Prohibited from Transferring Animal Ownership to Animal Abuse Offenders No Animal Shelter, or professional, licensed and/or accredited Pet Dealer located in the Town of Rotterdam shall sell, exchange, or otherwise transfer the ownership of any animal to any person listed as an Animal Abuse Offender on the Animal Abuse Registry. Prior to the sale, exchange, or other transfer of ownership of any animal, the Animal Shelter, or professional, licensed and/or accredited Pet Dealer located in the Town of Rotterdam is required to examine the Animal Abuse Registry to confirm that the name of the potential owner of the animal is not listed.

Section 8. Fees and Penalties

A. Any Animal Abuse Offender required to register with the Animal Abuse Registry who fails to so register shall be guilty of a misdemeanor punishable by incarceration for a period of not more than one (1) year and/or a fine not to exceed One Thousand Dollars (\$1,000.00) for each day that the Animal Abuse Offender fails to register. For purposes of this Local Law, each day that the Animal Abuse Offender fails to register after the date set for registering shall be deemed a separate offense.

B. Any Animal Shelter, or professional, licensed and/or accredited Pet Dealer, located in the Town of Rotterdam, that violates Section 7 of this Local Law shall be guilty of a violation and subject to a fine of not less than Zero (\$0) and no more than One Thousand (\$1,000.00) Dollars. It shall not be a violation of this law if the Animal Shelter, or professional, licensed and/or accredited Pet Dealer, located in the Town of Rotterdam, checked with the Animal Abuse Registry and the name did not appear thereon.

Section 9. Severability If any clause, sentence, paragraph, section, subdivision or other part of this Local Law or its applications shall be adjudged by a Court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or otherwise invalidate the remainder of this Local Law which shall remain in full force and effect except as limited by such order or judgment.

Section 10. Effective Date and Applicability This Local Law shall be effective ninety (90) days subsequent to its filing in the office of the Secretary of State and shall apply to all transactions occurring on or after the effective date of this local law.

RESOLUTION NO. 141.26

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of April 22, 2026, Town Board Meeting, as attached.

SECTION 2. This resolution shall become effective May 13, 2026.

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 5, , 2026

TO: Town Board

FROM: Megan Griffin, Town Clerk

TITLE OF REQUEST: To adopt meeting minutes of the April 22, 2026, Town Board Meeting.

TOWN BOARD MEETING DATE: May 13, 2026

Background Information: Approval and adoption of meeting minutes from April 22 2026.

Evaluation/Analysis: N/A

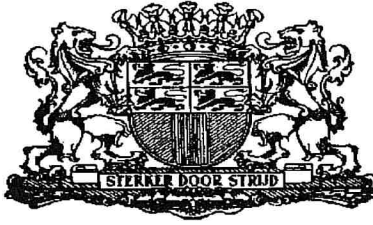
Recommendation(s): To adopt meeting minutes of April 22, 2026.

Attachment/Document(s): Certified Resolutions #128.26 through #140.26 from the April 22, 2026 Town Board Meeting.

Compliance with Purchasing Policy? N/A

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

LEGISLATION PREPARED BY: Town Clerk, Megan Griffin



TOWN OF ROTTERDAM

TOWN CLERK

Megan Griffin

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

April 24, 2026

Certified Resolutions Nos. 128.26 through 140.26 for the year 2026 were duly adopted at the Town Board Meeting held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306, on Wednesday, April 22, 2026.

The Town Board Meeting commenced at approximately 7:00p.m. Resolution Nos. 129.26 through 139.26 were adopted on consent without objection with a motion by Councilmember Gallucci and seconded by Councilmember DeSantis. Resolution No. 128.26 was adopted by Roll Call with a motion made by Councilmember Schlag and seconded by Councilmember DeSantis. Resolution No. 140.26 was adopted by Roll Call with a motion made by Councilmember Schlag and seconded by Councilmember Gallucci.

The Town Board meeting was adjourned at approximately 7:58p.m. upon motion by Councilmember DeSantis, seconded by Councilmember Matelitz. All Councilmembers present voted in favor of adjournment.

Megan Griffin

Megan Griffin, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

April 22, 2026
7:00 PM

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

**PRESENTATION-Present a Proclamation for Edith Montenaro
Form Energy**

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS RESOLUTIONS

- 128.26** Accepting Town Board Meeting Minutes.
- 129.26** To accept a monetary donation from David & Cheryl Appleby for the Rotterdam Senior Center.
- 130.26** To appoint Joel Miller as the director of the Rotterdam Jazz Band for the 2026 Summer Concert Series.
- 131.26** To appoint Jacob Hatfield as the director of the Rotterdam Town Band for 2026 Summer Concert Series.
- 132.26** To appoint Michael Salamone as the director of the Rotterdam Town Band for 2026 Summer Concert Series.
- 133.26** To authorize an agreement with Mohawk Valley Society Local 85-133 for live music for the 2026 Summer Concert Series.
- 134.26** To accept a monetary donation from Patricia Pignatello for the Rotterdam Senior Center.
- 135.26** Request for bids for Gate Valve and Swing Check Valve Replacement at Well No. 3 and other amenities.
- 136.26** Amend and approve fee for Certificate of Registration for Food Handling Establishments by amending the Schedule of Fees.
- 137.26** Authorize Stipulation of Settlement with Guilderland Avenue Properties LLC and FDG Properties LLC.
- 138.26** Authorize Stipulation of Settlement with Good Folk Farms LLC.
- 139.26** To Recognize the introduction of Introductory Local Law No. __ of 2026; To amend Chapter 107, Dogs, Adding Article 5, Animal Abuse Registry, of the Town Code of the Town of Rotterdam and scheduling a Public Hearing thereon.
- 140.26** To recognize the introduction of Introductory Local Law No. __ of 2026; To amend Section 270-214.1, relating to “Battery Energy Storage Systems” of the Town Code of the Town of Rotterdam and scheduling a Public Hearing thereon.

MISCELLANEOUS

SUPERVISOR'S REMARKS: Supervisor John Polimeni
ADJOURNMENT John Polimeni, Supervisor

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 22, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 128.26

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This resolution shall become effective April 22, 2026.

DATED: April 22, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 24, 2026.

Megan Griffin
Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 22, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 129.26

TO ACCEPT A MONETARY DONATION FROM DAVID & CHERYL APPLEBY FOR THE ROTTERDAM SENIOR CENTER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts a monetary donation from David and Cheryl Appleby in the amount of fifty dollars and 00/100 (\$50.00) dollars, for the Rotterdam Senior Center.

SECTION 2. This resolution shall become effective April 22, 2026.

DATED: April 22, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 24, 2026.

Megan Griffin
Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 22, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 130.26

TO APPOINT JOEL MILLER AS THE DIRECTOR OF THE ROTTERDAM JAZZ BAND FOR THE 2026 SUMMER CONCERT SERIES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Joel Miller of Niskayuna, NY is hereby appointed to the position of Director of the Rotterdam Jazz Band for the 2026 Summer Concert Series, for 2 Concerts and Dress Rehearsals with compensation upon completion of services, for \$700.00 for the June 22, 2026 concert and \$700.00 for the July 27, 2026 concert in the amount not to exceed one thousand four hundred and 00/100 (\$1,400.00) dollars, commencing June 22, 2025.

SECTION 2. This resolution shall become effective April 22, 2026.

DATED: April 22, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 24, 2026.


Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 22, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 131.26

**TO APPOINT JACOB HATFIELD AS THE DIRECTOR OF THE ROTTERDAM TOWN
BAND FOR THE 2026 SUMMER CONCERT SERIES**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Jacob Hatfield of Schenectady, New York is hereby appointed to the position of Director of the Rotterdam Town Band for the 2026 Summer Concert Series, with compensation upon completion of services, in the amount not to exceed seven hundred and 00/100 (\$700.00) dollars, commencing June 22, 2026.

SECTION 2. This resolution shall become effective April 22, 2026.

DATED: April 22, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 24, 2026.


Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 22, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 132.26

TO APPOINT MICHAEL SALAMONE AS THE DIRECTOR OF THE ROTTERDAM TOWN BAND FOR THE 2026 SUMMER CONCERT SERIES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Michael Salamone of Schenectady, New York is hereby appointed to the position of Director of the Rotterdam Town Band for the 2026 Summer Concert Series, with compensation upon completion of services, in the amount not to exceed one thousand four hundred and 00/100 (\$1,400.00) dollars, commencing June 1, 2026.

SECTION 2. This resolution shall become effective April 22, 2026.

DATED: April 22, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 24, 2026.


Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 22, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 133.26

TO AUTHORIZE AN AGREEMENT WITH MOHAWK VALLEY SOCIETY LOCAL 85-133 FOR LIVE MUSIC FOR THE 2026 SUMMER CONCERT SERIES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Mohawk Valley Society for Live Music, Local 85-133, located at 32 Paul Street, East Greenbush, New York, 12061, to provide music for the 2026 Summer Concert Series held at the Rotterdam Senior Center, 2639 Hamburg Street, Schenectady, New York 12303, on Monday evenings, beginning June 1, 2026 and ending on August 17, 2026, in an amount not to exceed seven thousand and 00/100 (\$7,000.00) dollars.

SECTION 2. This resolution shall become effective April 22, 2026.

DATED: April 22, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 24, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 22, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 134.26

TO ACCEPT A MONETARY DONATION FROM PATRICIA PIGNATELLO FOR THE ROTTERDAM SENIOR CENTER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts a monetary donation from Patricia Pignatello in the amount of two hundred fifty dollars and 00/100 (\$250.00) dollars, for the Rotterdam Senior Center.

SECTION 2. This resolution shall become effective April 22, 2026.

DATED: April 22, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 24, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 22, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 135.26

**REQUEST FOR BIDS FOR GATE VALVE AND SWING CHECK VALVE
REPLACEMENT AT WELL NO. 3 AND OTHER AMENITIES**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Gate Valve And Swing Check Valve Replacement At Well No. 3 And Other Amenities.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 29TH day of May 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:

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

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

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

DATED: April 22, 2026

BidNet: Please publish on April 24th, 2026

Daily Gazette: Please publish once on April 24th, 2026

Town Clerk Post

SECTION 3. This resolution shall become effective April 22, 2026.

DATED: April 22, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 24, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 22, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 136.26

AMEND AND APPROVE FEE FOR CERTIFICATE OF REGISTRATION FOR FOOD HANDLING ESTABLISHMENTS BY AMENDING THE SCHEDULE OF FEES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to amend and approve fees for Certificate of Registration for Food Handling Establishments by amending the Town of Rotterdam Schedule of fees.

SECTION 2. This resolution shall become effective April 22, 2026.

DATED: April 22, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 24, 2026.

Megan Griffin
Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 22, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 137.26

AUTHORIZE STIPULATION OF SETTLEMENT WITH GUILDERLAND AVENUE PROPERTIES LLC AND FDG PROPERTIES LLC

WHEREAS, the Town of Rotterdam has litigated this Article 7, Real Property Tax Certiorari proceeding with Guilderland Avenue Properties, LLC, regarding real property taxes upon premises located at 124 Giffords Church Rd., SBL 70.6-2-9 and FDG Properties LLC, regarding property located at 1 ½ Cimino Lane, SBL 47.16-1-7.1 for the tax year 2025; and

WHEREAS, the Town's tax certiorari defense counsel, the attorney for the Petitioner, and the Assessor have conferenced this matter and agreed, subject to Town Board approval, to a reduction of assessed value for the above-referenced years, from six hundred seventy-seven thousand and eight hundred and 00/1100 dollars (\$677,800) to four hundred fifty-seven thousand and six hundred and 00/100 (\$457,600) for the property located at 1 ½ Cimino Lane, SBL 47.16-1-7.1 for 2025 and from two hundred eighty-five thousand and 00/100 dollars (\$285,000) to one hundred seventy-eight thousand and seven-hundred-fifty and 00/100 dollars (\$178,750) for property located at 124 Giffords Church Rd, SBL 70.6-2-9, with RPTL 727 to apply in accordance with its terms to the 2025 tax roll assessed value established hereunder; and

WHEREAS, it is deemed in the Town's best interest to settle the case for the above stated amount; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes Scott Ronda, Esq. Town of Rotterdam Tax attorney to enter into a stipulation of settlement on behalf of the Town of Rotterdam, in the matter Guilderland Avenue Associates LLC and FDG Properties LLC v. Town of Rotterdam, et al., Index Number 2025-1755, Article 7 Real Property Tax Certiorari proceedings for the tax year 2025 consistent with the terms set forth above.

SECTION 2. This resolution shall become effective April 22, 2026.

DATED: April 22, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 24, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 22, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 138.26

AUTHORIZE STIPULATION OF SETTLEMENT WITH GOOD FOLK FARMS LLC

WHEREAS, the Town of Rotterdam has litigated this Article 7, Real Property Tax Certiorari proceeding with Good Folk Farms, LLC, regarding real property taxes upon premises located at 132 Pattersonville-Rynex Corner Road, SBL 36-3-12 for the tax year 2025; and

WHEREAS, the Town's tax certiorari defense counsel, the attorney for the Petitioner, and the Assessor have conferenced this matter and agreed, subject to Town Board approval, to a reduction of assessed value for the above-referenced years, from three hundred ninety-six thousand and one hundred and 00/100 dollars (\$396,100) to three hundred twenty-five thousand and 00/100 (\$325,000) for the property located at 132 Pattersonville-Rynex Corner Rd, SBL 36-3-12 for 2025 with RPTL 727 to apply in accordance with its terms to the 2025 tax roll assessed value established hereunder; and

WHEREAS, it is deemed in the Town's best interest to settle the case for the above stated amount; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes Scott Ronda, Esq. Town of Rotterdam Tax attorney to enter into a stipulation of settlement on behalf of the Town of Rotterdam, in the matter Good Folk Farms LLC v. Town of Rotterdam, et al., Index Number 2025-1754, Article 7 Real Property Tax Certiorari proceedings for the tax year 2025 consistent with the terms set forth above.

SECTION 2. This resolution shall become effective April 22, 2026

DATED: April 22, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 24, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 22, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 139.26

**TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. ___
OF 2026 TO AMEND CHAPTER 107, DOGS, ADDING ARTICLE 5, ANIMAL ABUSE
REGISTRY, OF THE TOWN CODE OF THE TOWN OF ROTTERDAM AND
SCHEDULING A PUBLIC HEARING THEREON**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. ___ of 2026 to amend Chapter 107, Animal Control, of the Town Code of the Town of Rotterdam.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Junction Fire Station, 1215 Main Street, Rotterdam Junction, New York 12150 at 7:00 p.m. on the 13th day of May 2026 for the following purpose:

For the enactment of Introductory Local Law No. _ of 2026 relating to amending Chapter 107, Animal Control, of the Town Code of the Town of Rotterdam, by adding the Animal Abuse Registry.

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

DATED: April 22, 2026

Daily Gazette: Please publish once on May 1, 2026

Town Clerk

Post

SECTION 3. This resolution shall become effective April 22, 2026.

DATED: April 22, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 24, 2026.

Megan Griffin

Megan Griffin, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 22, 2026, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 140.26

**TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. ___
OF 2026 TO AMEND SECTION 270-214.1, RELATING TO “BATTERY ENERGY
STORAGE SYSTEMS” OF THE TOWN CODE OF THE TOWN OF ROTTERDAM
AND SCHEDULING A PUBLIC HEARING THEREON**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. ___ of 2026 to amend Section 270-214.1, Battery Energy Storage Systems, of the Town Code of the Town of Rotterdam.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Town Hall, 1100 Sunrise Blvd, Rotterdam, New York 12306 at 7:00 p.m. on the 27th day of May for the following purpose:

For the enactment of Introductory Local Law No. ___ of 2026 relating to amending Section 270-214.1, Battery Energy Storage Systems, of the Town Code of the Town of Rotterdam.

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

DATED: April 22, 2026

Daily Gazette: Please publish once on May 13, 2026

Town Clerk

Post

SECTION 3. This resolution shall become effective April 22, 2026

DATED: April 22, 2026

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

I, Megan Griffin, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 8, 2026, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 24, 2026.

Megan Griffin

Megan Griffin, Town Clerk



RESOLUTION NO. 142.26

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for April 2026 was placed on file, and the Town Clerk's check in the amount of seven thousand three hundred fifty-three dollars and 65/100 (\$7,353.65) was submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective May 13, 2026.

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 4, 2026

TO: John Polimeni, Town Supervisor

FROM: Megan Griffin, Town Clerk

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

TOWN BOARD MEETING DATE: April 22, 2026

Background Information: Attached

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

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

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

Compliance with Purchasing Policy? N/A

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

LEGISLATION PREPARED BY: Town Clerk, Megan Griffin

Account Description	Fee Description	Account#	Qty	Local Share
Bingo 3%	Bingo 3%	A2530	6	154.89
			Sub-Total:	\$154.89
Carnival Fee	Carnival	A2545	1	500.00
			Sub-Total:	\$500.00
Conservation	Conservation	A1255	14	20.76
			Sub-Total:	\$20.76
Dog Licensing	Exempt Dog	A2544	3	0.00
Dog Licensing	Female, Spayed	A2544	112	1,568.00
Dog Licensing	Female, Unspayed	A2544	7	119.00
Dog Licensing	Male, Neutered	A2544	125	1,750.00
Dog Licensing	Male, Unneutered	A2544	16	272.00
Dog Licensing	Replacement Tags	A2544	4	12.00
			Sub-Total:	\$3,721.00
Genealogy Fee	Genealogy		1	22.00
			Sub-Total:	\$22.00
Late Fees	Late Fee -Dog Renewal	A1550	21	210.00
			Sub-Total:	\$210.00
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	8	140.00
			Sub-Total:	\$140.00
Misc	Impoundment Fees - Dogs	A1550	1	10.00
			Sub-Total:	\$10.00
MISC. FEES	Boarding - Dog		5	25.00
MISC. FEES	Certified Copies	A1255	95	950.00
			Sub-Total:	\$975.00
parade vending permit	Parade Permit	A002545	2	50.00
			Sub-Total:	\$50.00
PERMIT FEES	Garage Sale	A2590	161	805.00
			Sub-Total:	\$805.00
Second Hand Dealers	Second Hand Dealers	A2545	4	1,000.00
			Sub-Total:	\$1,000.00
Senior Discount	Senior Discount	A2544	91	-905.00
			Sub-Total:	-\$905.00
Soliciting	Soliciting Hawking Peddler	A2545	2	300.00
			Sub-Total:	\$300.00
Taxicab License	Taxi	A2545	10	350.00
			Sub-Total:	\$350.00

Account Description	Fee Description	Account#	Qty	Local Share
Total Local Shares Remitted:				\$7,353.65
Amount paid to:	NYS Ag. & Markets for spay/neuter program			306.00
Amount paid to:	NYS Environmental Conservation			354.24
Amount paid to:	State Health Dept. For Marriage Licenses			180.00
Total State, County & Local Revenues:		\$8,193.89	Total Non-Local Revenues:	\$840.24

To the Supervisor:

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



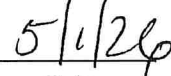
Supervisor



Date



Town Clerk



Date

*Monthly Worksheet of Daily Work
April 2026*

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	DOG PARK NON- RESIDENT	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
4/1/2026	\$800.00	\$10.00	\$9.44	\$0.56	\$140.00	\$10.00	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/2/2026	\$605.00	\$0.00	\$0.00	\$0.00	\$105.00	\$7.00	\$98.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/6/2026	\$435.00	\$75.00	\$70.86	\$4.14	\$330.00	\$28.00	\$302.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/7/2026	\$374.00	\$5.00	\$4.72	\$0.28	\$249.00	\$27.00	\$222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/8/2026	\$320.36	\$30.00	\$28.34	\$1.66	\$195.00	\$24.00	\$171.00	\$0.00	\$40.00	\$22.50	\$17.50	\$45.36	\$0.00	\$0.00	\$0.00	\$0.00
4/9/2026	\$406.00	\$60.00	\$56.68	\$3.32	\$126.00	\$15.00	\$111.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/10/2026	\$158.00	\$55.00	\$51.96	\$3.04	\$93.00	\$10.00	\$73.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/13/2026	\$474.00	\$30.00	\$28.34	\$1.66	\$344.00	\$29.00	\$315.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/14/2026	\$305.00	\$0.00	\$0.00	\$0.00	\$80.00	\$8.00	\$72.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/15/2026	\$122.81	\$5.00	\$4.72	\$0.28	\$55.00	\$8.00	\$47.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.81	\$0.00	\$0.00	\$0.00	\$0.00
4/16/2026	\$140.62	\$5.00	\$4.72	\$0.28	\$85.00	\$10.00	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.62	\$0.00	\$0.00	\$0.00	\$0.00
4/17/2026	\$401.00	\$25.00	\$23.62	\$1.38	\$61.00	\$7.00	\$54.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/20/2026	\$257.00	\$10.00	\$9.44	\$0.56	\$90.00	\$11.00	\$79.00	\$0.00	\$80.00	\$45.00	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/21/2026	\$456.00	\$0.00	\$0.00	\$0.00	\$166.00	\$19.00	\$147.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/22/2026	\$211.98	\$0.00	\$0.00	\$0.00	\$60.00	\$6.00	\$54.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.98	\$0.00	\$0.00	\$0.00	\$0.00
4/23/2026	\$235.00	\$0.00	\$0.00	\$0.00	\$115.00	\$9.00	\$106.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/24/2026	\$238.00	\$0.00	\$0.00	\$0.00	\$78.00	\$7.00	\$71.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/27/2026	\$380.00	\$5.00	\$4.72	\$0.28	\$250.00	\$26.00	\$224.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/28/2026	\$230.00	\$30.00	\$28.34	\$1.66	\$100.00	\$8.00	\$92.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4/29/2026	\$1,164.12	\$0.00	\$0.00	\$0.00	\$290.00	\$21.00	\$209.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.12	\$0.00	\$0.00	\$0.00	\$0.00
4/30/2026	\$480.00	\$30.00	\$28.34	\$1.66	\$180.00	\$16.00	\$164.00	\$0.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Audited by gb 4/30/26	\$8,193.89	\$375.00	\$354.24	\$20.76	\$3,122.00	\$306.00	\$2,816.00	\$0.00	\$320.00	\$180.00	\$140.00	\$154.89	\$0.00	\$0.00	\$0.00	\$0.00

THERMOSECURED THERMOSECURED THERMOSECURED THERMOSECURED

RESOLUTION NO. 143.26

GENERATOR MAINTENANCE AGREEMENT WITH CUMMINS SALES AND 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 negotiate and execute an agreement with Cummins Sales and Service to service for maintenance of the generators for the Town Pump Stations and Town Buildings. Om the amount not to exceed sixteen thousand eight hundred eighteen and 20/100 (\$16,818.20).

SECTION 2. May 13, 2026

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: April 30, 2026

TO: Town Board

FROM: Lisa Gallo, DPWC *LG*

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

TOWN BOARD MEETING: May 13, 2026

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

Evaluation/Analysis: The Generator Maintenance is up for renewal for the Pump Stations and Town Buildings. Attached is a quote for the next 2 years. Contract amount not to exceed \$16,818.20

Recommendation(s): Authorize Supervisor to sign the Cummins Sales and Service Planned Equipment Maintenance Agreement.

Attachment/Document(s): Cummins Sales and Services Planned Maintenance Proposal dated April 27, 2026.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY:



Sales and Service

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

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
TOWN OF ROTTERDAM WATER T DPW 1100 SUNRISE BLVD Rotterdam, NY 12306	Contact: Justin Peterson Phone: 518 3783442 Fax: 518 393-4594 Cust Id: 513424	Quote Date: 27-APR-26 Quote Expires: 26-JUL-26 Quote Num: 272224 Quoted By: Kathleen A Pugliese Quote Term: 2 Year(s)

Site Information

1	TOWN OF ROTTERDAM	49 RICE RD	ROTTERDAM	NY	12306
2	HELDERBERG#1	200 STEEPLE WAY	ROTTERDAM	NY	12306
3	ROTTERDAM JUNCTION	1214 MAIN ST	ROTTERDAM JUNCTION	NY	12150
4	4TH STREET PUMP STATION-CAF	1160 4TH ST	SCHENECTADY	NY	12303
5	KINGS RD	KINGS RD	ROTTERDAM	NY	12306
6	HIGHBRIDGE PS	HIGHBRIDGE PS	ROTTERDAM	NY	12306

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	CAMPBELL RD #	MTU	50PGC6NLT1	50 PGC6NLT1	366012-1-11013	ST
1	CURRY RD	ONAN	GENSET	20.0 GGDB	K000170286	ST
1	POLICE DEPT	KOHLER	GEN SET	45KW ROZ81	581325A8	ST
1	WHITE BIRCH M	OLYMPIAN	GEN SET	G12U3	OLY 00000ENGGZC	ST
1	WPT RICE RD	CAT	GEN SET	1000KW SR-4 3508	5UA01040	ST
2	HELDERBERG #1	OLYMPIAN	GEN SET	80KW G80LTA2	GVB00299	ST
3	ROTTERDAM JU	KOHLER	GEN SET	100KW RZ272	295947	ST
4	4TH ST PS	GENERAC	GEN SET	SD30	3002259924	ST
5	KINGS RD	KOHLER	GEN SET	20REOZK	339NGMJJC0007	ST
6	HIGHBRIDGE PS	KOHLER	GEN SET	20REOZK	339NGMJJC0006	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	CAMPBELL RD	FULL SERVICE	2	437.50	875.00
	#4	INSPECTION	2	240.50	481.00
1	CURRY RD	FULL SERVICE	2	387.50	775.00
		INSPECTION	2	240.50	481.00
1	POLICE DEPT	FULL SERVICE	2	437.50	875.00
		INSPECTION	2	240.50	481.00
1	WHITE BIRCH	FULL SERVICE	2	387.50	775.00
	MEA	INSPECTION	2	240.50	481.00
1	WPT RICE RD	FULL SERVICE	2	1,853.60	3,707.20
		INSPECTION	2	361.50	723.00
2	HELDERBERG	FULL SERVICE	2	489.50	979.00
	#1	INSPECTION	2	320.50	641.00
3	ROTTERDAM	FULL SERVICE	2	597.50	1,195.00
	JUNCT				



Sales and Service

PLANNED MAINTENANCE AGREEMENT

Customer Address			Customer Contact		Quote Information	
TOWN OF ROTTERDAM WATER T DPW 1100 SUNRISE BLVD Rotterdam, NY 12306			Contact:	Justin Peterson	Quote Date:	27-APR-26
			Phone:	518 3783442	Quote Expires:	26-JUL-26
			Fax:	518 393-4594	Quote Num:	272224
			Cust Id:	513424	Quoted By:	Kathleen A Pugliese
					Quote Term:	2 Year(s)
3	ROTTERDAM JUNCT	INSPECTION		2	240.50	481.00
4	4TH ST PS	FULL SERVICE		2	437.50	875.00
		INSPECTION		2	240.50	481.00
5	KINGS RD	FULL SERVICE		2	387.50	775.00
		INSPECTION		2	240.50	481.00
6	HIGHBRIDGE PS	FULL SERVICE		2	387.50	775.00
		INSPECTION		2	240.50	481.00

2 Year Generator Planned Equipment Maintenance Quote

IF APPLICABLE, TAX IS AN ESTIMATE AND SUBJECT TO CHANGE DUE TO STATE AND LOCAL LAWS

This quote reflects services completed during regular business hours unless otherwise noted.

Additional repairs will not be performed without customer's authorization. Either party has the right to terminate this Agreement upon thirty (30) days written notice prior to service.

Service/Scheduled Month

Based on previous PM schedule, services are tentatively scheduled for:

FULL SERVICE - December 2026 & 2027

INSPECTION - June 2027 & 2028

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:

Kathy Pugliese

Kathleen.pugliese@cummins.com

267-552-6852

Payment Information:

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise.

Customers without a line of credit, including residential customers, will have payment secured prior to services being performed.

Please provide PO#s (if applicable) and include your updated contact information.

PO#: _____ Amount: _____

Name, phone & email to receive invoices _____

Name, phone & email to receive statements _____

Name, phone & email to receive billing inquiries _____

Purchase order must be made out to Cummins Inc. or Cummins Sales & Service

For any questions regarding your account or additional sales opportunities:



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
TOWN OF ROTTERDAM WATER T DPW 1100 SUNRISE BLVD Rotterdam, NY 12306	Contact: Justin Peterson Phone: 518 3783442 Fax: 518 393-4594 Cust Id: 513424	Quote Date: 27-APR-26 Quote Expires: 26-JUL-26 Quote Num: 272224 Quoted By: Kathleen A Pugliese Quote Term: 2 Year(s)

Travis Sansone
travis.sansone@cummins.com
518-698-1502

Standard Agreement Amount \$16,818.20

Proposal Total \$16,818.20

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ("Terms and Conditions"), together with the quote on the front side ("Quote") and the scope of services, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment.

If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defect in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price thereof.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. TERMINATION FOR DEFAULT. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

9. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

10. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

12. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. SPECIALIZED EQUIPMENT & PROCESSES. During the provision of services, except where prohibited by law, Cummins may utilize specialized processes, methodologies, and hardware including but not limited to QuickFit technology, adapters, quick connection fittings, hoses or other aids to facilitate oil exchange. These are provided as part of the services and at no additional cost to you. By signing this agreement, you acknowledge and consent to the installation and use of such processes, methodologies, and hardware.

15. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

16. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

17. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ("Performance Date") due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

18. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator Planned Equipment Maintenance INSPECTION



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

BATTERIES AND BATTERY CHARGER

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

FUEL SYSTEM

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

COOLING SYSTEM

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

LUBRICATION SYSTEM

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

GENSET CONTROLS AND ACCESSORIES

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

INTAKE AND EXHAUST SYSTEMS

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

GENERAL CONDITIONS

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

TRANSFER SWITCH

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

AFTERTREATMENT (Upon request)

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

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

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

LUBRICATION OIL & FILTRATION SERVICE

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

* Additional Charge

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

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

RESOLUTION NO. 144.26

TO APPROVE HIGHWAY BUDGET TRANSFERS TO THE 2026 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102,103,112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for **2026** are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5142-4720	FROM: Sand	-3000.00
Highway	DA5142-4163	INTO: Clothing Supply	+3000.00

SECTION 2. This resolution shall become effective May 13, 2026.

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: April 23rd, 2026

TO: Town Board

FROM: Robert Denny, Highway Superintendent

TITLE OF REQUEST: Budget Transfer to purchase Personal Protective equipment (PPE), new town highway t-shirts for employees.

TOWN BOARD MEETING: May 13th, 2026

Background Information: The current employee T-shirts are discolored & worn out.

Evaluation/Analysis: The current employee T-shirts are discolored & worn out and need to be replaced with fresh PPE.

Recommendation(s): To transfer the total amount of three thousand dollars from the following lines below with the designated amount.
DA5142-4720 (Sand): \$3,000 to DA5142-4163 (Safety Clothing Supply)

Attachment/Document(s): Budget transfer memorandum

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Memorandum

To: Alison Grace, Comptroller
From: Robert Denny, Highway Superintendent
Subject: Budget Transfer
Date: April 23rd, 2026

Please transfer the following funds to cover 2026 expenses:

To: DA5142-4163 (Safety Clothing Supply)	+\$3,000
From: DA5142-4720 (Sand)	-\$3,000

Thank you,



Robert Denny
Highway Superintendent

RESOLUTION NO. 145.26

TO APPROVE 2026 QUARTERLY EXPENSE TRANSFERS OF GAS AND DIESEL

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A5132 4304	FROM: Central Gas Expenditure	-21,606.33
General	A3120 4302	INTO: Patrol Vehicle Gas	+15,936.47
General	A3310 4302	INTO: Traffic Control Gas	+371.44
General	A3620 4302	INTO: Safety Inspection Gas	+458.62
General	A7110 4302	INTO: Parks Gas	+2,378.14
General	A1355 4302	INTO: Assessor	+45.33
General	A3410 4302	INTO: Fire Fight Gas	+2,416.33
General	A5132 4304	FROM: Central Gas Expenditure	-3,978.83
Highway	DA5142 4304	INTO: Fuel Snow Removal	+2,290.06
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+1,688.77
General	A5132 4304	FROM: Central Gas Expenditure	-2,385.95
S2	S28120 4302	INTO: S2 Gas Oil Lube	+2,385.95
General	A5132 4304	FROM: Central Gas Expenditure	-2,649.04
W5	W58340 4302	INTO: W5 Gas Oil Lube	+2,649.04

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-2,875.62
General	A8189 4302	INTO: Landfill Gas	+1,592.14
General	A3410 4302	INTO: Fire Fight Gas	+1,283.48
General	A3120 4204	INTO: Police Diesel Generator	
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-17,409.42

Highway	DA5142 4304	INTO: Fuel Snow Removal	+13,177.97
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+4,231.45
<i>Fund</i>	<i>Account No</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-555.25
S2	S28120 4302	INTO: S2 Gas Oil Lube	+555.25
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-949.91
W5	W58340 4302	INTO: W5 Gas Oil Lube	+949.91

SECTION 3. This resolution shall become effective May 13, 2026

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 5, 2026
TO: Town Board
FROM: Donna Larsen
TITLE OF REQUEST: To approve 2026 Quarterly Expense Transfers of Gas and Diesel
TOWN BOARD MEETING DATE: May 13, 2026

Background Information: Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **GAS** expenditures to the various accounts for 2025 are hereby audited and approved. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **DIESEL** expenditures to the various accounts for 2026 are hereby audited and approved:

Evaluation Analysis: Quarterly Expense Transfers of Gas and Diesel

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

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

Compliance with Purchasing Policy? N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Diesel	1st Quarter	DAS10-4304		SW58340-4304		A7110-4302		A3410-4302		A3410-4302		A3410-4302		A3410-4302		A3120-4302		Total
		Highway	Water	Parks	FD#1 Rot Jct	SSFD #6	FD# 7 Schonowe	FD#8 Plotterkill	Sewer	Landfill	Compost Tub Grinder	Rott / Prince # 5	Police					
	1/1-1/5	321.100			0.000													321.100
	\$2.3697	\$ 760.91	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -				\$760.91
	1/6**1/12	304.100	8.600		11.900	13.400				8.700	95.300		0.000					442.000
	\$2.3347	\$709.98	\$20.08	\$0.00	\$27.78	\$31.28	\$0.00	\$0.00	\$0.00	\$20.31	\$222.50	\$0.00	\$0.00					\$1,031.94
	1/13-1/26	1676.4	23.9															1835.2
	\$2.2390	\$3,753.46	\$53.51	\$0.00	\$0.00	\$29.33	\$34.93	\$0.00	\$0.00	\$53.74	\$184.05	\$0.00	\$0.00		0.0			\$4,109.01
	1/27-1/31	622	19.4			31				19.4	63.1							754.9
\$	2.6012	\$1,617.94	\$50.46			\$80.64				\$50.46	\$164.35							\$1,963.85
	1/1-1/31	2923.6	51.9		11.9	57.5	15.6			52.1	240.6							3353.2
		\$6,842.29	\$124.05		\$27.78	\$141.25	\$34.93			\$124.51	\$570.90							\$7,865.71
	2/1-2/22	1822.50	52.20			64.20	19.30	9.00		57.30	165.50							2190.00
	\$2.6012	\$4,740.32	\$135.78			\$167.00	\$50.20	\$23.41		\$149.05	\$430.50							\$5,696.26
	2/23-2/28	577.70				30.30	6.00				69.40							683.40
	2.7622	\$1,595.72				\$83.69	\$16.57				\$191.70							\$1,887.68
	2/1-2/28	2400.2	52.2			94.5	25.3	9		57.3	234.9							2873.4
		\$6,336.04	\$135.78			\$250.69	\$66.77	\$23.41		\$149.05	\$622.20							\$7,583.94
	3/1-3/4	351.80	23.30							23.40								398.50
	\$2.7622	\$971.74	\$ 64.36							\$64.36								\$1,100.46
	3/5-3/25	671.10	41.70			56.00	30.00	32.30		41.70	84.60							957.40
	\$2.8847	\$1,935.92	\$120.29			\$161.54	\$86.54	\$93.17		\$120.29	\$244.04							\$2,761.79
	3/26-3/31	301.60	115.10		54.70	23.50	12.30			22.10	35.30							564.60
	4.3912	\$1,324.38	\$505.43		\$240.20	\$103.19	\$54.01			\$97.04	\$155.00							\$2,479.25
	3/1-3/31	1324.50	180.10	0.00	54.70	79.50	42.30	32.30		87.20	119.90		0.00					1920.50
		\$4,232.04	\$690.08	\$0.00	\$240.20	\$264.73	\$140.55	\$93.17		\$281.69	\$399.04		\$0.00					\$6,341.50
	1/1-3/31	6648.3	284.2		66.6	231.5	83.2	41.3		196.6	595.4							8147.1
		\$17,410.37	\$949.91		\$267.98	\$656.67	\$242.25	\$116.58		\$555.25	\$1,592.14							\$21,791.15

RESOLUTION NO. 146.26

**AUTHORIZE THE SUPERVISOR TO EXECUTE AND APPROVE SPECIAL
INSPECTIONS FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SERVICES FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENT
PROJECT**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute and approve to enter into an agreement with Atlantic Testing Laboratories to perform Special Inspections for construction materials, including soil, concrete, masonry, and structural steel, in connection with the Wastewater Treatment Plant (WWTP) Improvement Project.

SECTION 2. The total estimated cost for these services is \$72,204.00, with the final cost to be based upon actual quantities of materials tested as required for the project.

SECTION 3. This resolution shall become effective May 13, 2026.

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: April 28, 2026

TO: Supervisor Polimeni and Town Board

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

TITLE OF REQUEST: Special Inspections for Construction Materials Engineering and Testing Services – WWTP Improvement Project

TOWN BOARD MEETING: May 13, 2026

Background Information: Special Inspections related to construction materials are required as part of the Wastewater Treatment Plant Upgrade Project. The materials include soil, concrete, masonry, and structural steel. The company needs to be hired directly by the town to avoid any potential issues or concerns to include conflict of interest.

Evaluation/Analysis: Atlantic Testing Laboratories is a well-known company that has all of the expertise needed for the Special Inspections. A fee schedule is included in the agreement that lists all of the testing services needed for the project, estimated quantities, unit fee and estimated cost. The total estimated cost is \$72,204.00. The actual cost will be based upon the actual testing materials quantities provided for the project.

Recommendation(s): I recommend approval of utilizing Atlantic Testing Laboratories to perform the Special Inspections.

Attachment/Document(s): The Agreement and insurance certificate of liability insurance form is attached.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): No

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Albany
22 Corporate Drive
Clifton Park, NY 12065
518-383-9144 (T)
atlantictesting.com

April 23, 2026

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Telephone: 518-355-7575
Email: jpolimeni@townofrotterdam.gov

Attn: John Polimeni
Town Supervisor

Re: Special Inspection and Construction Materials Engineering and Testing Services
Rotterdam Wastewater Treatment Plant Improvements
Rotterdam, New York 12306
ATL No. AT998-149XX-01-26

Thank you for the opportunity to submit a proposal for the referenced services. In accordance with your request, please find enclosed the following items for review:

- ♦ Scope of Services
- ♦ Fee Schedule
- ♦ AGREEMENT for Special Inspection and Construction Materials Engineering and Testing Services
- ♦ Standard Terms and Conditions

To accept ATL's proposal, return a signed AGREEMENT with attachments via email or to:

Atlantic Testing Laboratories, Limited
Contracts Department
6431 US Highway 11
Canton, New York 13617

One countersigned AGREEMENT will be returned via email, unless otherwise directed.

This proposal is valid for 90 days from the date of issuance. Thereafter, ATL reserves the right to declare the proposal null and void and/or adjust the proposed fees.

If you have any questions or require additional information, please contact me at your convenience. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Emmett J. Dwyer
Group Leader

EJD/DES/mrr

Enclosures

**SCOPE OF SERVICES FOR SPECIAL INSPECTIONS AND CONSTRUCTION
MATERIALS ENGINEERING AND TESTING**

**Rotterdam Wastewater Treatment Plant Improvements, 49 Rice Road, Schenectady,
Schenectady County, New York**

Based on information provided to ATL by representatives of the Town of Rotterdam, it is our understanding that the project consists of various improvements to the Rotterdam Wastewater Treatment Plant. It is further understood that the project is scheduled to start in the Spring of 2026.

The following Scope of Services for providing Special Inspection and Construction Materials Engineering and Testing services is based on the Project Specifications and Drawings, dated December 12, 2025.

Professional Engineering services, required to perform the Scope of Services outlined below, will be provided by ATL Engineering, P.C.

CLIENT will be responsible for determining, requesting, authorizing, and scheduling services. CLIENT agrees that ATL is not responsible for performing services that are neither requested nor authorized by CLIENT, including but not limited to, services that are required by the construction documents and/or outlined in the following Scope of Services.

A. Field Services:

1. Soil:

Provide a Technician to perform the following field testing of fill materials:

- ♦ ASTM D 75: Practice for Sampling Aggregates
- ♦ ASTM D 2922: Density of Soil and Soil-Aggregate in Place by Nuclear Methods
- ♦ ASTM D 3017: Water Content of Soil and Rock in Place by Nuclear Methods
- ♦ ASTM D 6938: In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods

Provide a Special Inspector to observe the following items for compliance with the approved geotechnical report, as required in Section 1705.6 and Table 1705.6 of the Building Code of New York State:

- ♦ Type of controlled fill material used
- ♦ Lift thickness of controlled fill material
- ♦ Testing frequency and results of the in-place density testing

Provide an Engineer or Geologist to observe the following, as required in Section-1705.6 of the Building Code of New York State:

- ♦ Foundation subgrade preparation in accordance with the approved geotechnical report and documents prepared by the Registered Design Professional prior to placement of shallow footings and controlled fill.

2. Concrete:

Provide a Technician to perform the following field tests of freshly mixed concrete:

- ♦ ASTM C 31: Making and Curing Concrete Test Specimens in the Field
- ♦ ASTM C 138: Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
- ♦ ASTM C 143: Slump of Hydraulic Cement Concrete
- ♦ ASTM C 172: Sampling Freshly Mixed Concrete
- ♦ ASTM C 231: Air Content of Freshly Mixed Concrete by the Pressure Method
- ♦ ASTM C 1064: Temperature of Freshly Mixed Portland Cement Concrete

- ◆ Report quantity of fresh concrete tested and test results

Provide a Special Inspector to observe the following items, as required in Section 1705.3 and Table 1705.3 of the Building Code of New York State:

- ◆ Reinforcing steel and placement
- ◆ Formwork dimensions and general location
- ◆ Bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased
- ◆ Use of required design mix
- ◆ Sampling and testing of fresh concrete, including fabrication of specimens for strength testing
- ◆ Placement of concrete

3. **Masonry:**

Provide a Special Inspector to observe or perform testing for the following Quality Assurance items, as required in Section 1705.4 of the Building Code of New York State and Table 4 of The Masonry Society (TMS) 602:

- ◆ Proportions of site-mixed mortar and grout
- ◆ Placement of masonry units and construction of mortar joints
- ◆ Placement of reinforcement, connectors, and anchorages
- ◆ Grade and size of reinforcement
- ◆ Grout space prior to grouting
- ◆ Size and location of structural elements
- ◆ Placement of grout
- ◆ Type, size, and location of anchors, and other details of anchorage of masonry to structural members, frames, or other construction
- ◆ Protection of masonry during cold weather and hot weather
- ◆ Preparation of any required grout specimens, mortar cubes or cylinders, and/or verification of prism fabrication

4. **Structural Steel:**

Provide a Special Inspector to observe the following shop items, as required in Section 1705.2 of the Building Code of New York State:

- ◆ Review material certifications, Welder Performance Qualification Records (WPQR), Welding Procedure Specifications (WPS), and Procedure Qualification Records (PQR) for conformance with project documents and application in fabrication
- ◆ Compare filler metals and welded joints used for conformance with project documents and approved WPS
- ◆ Tightness of high strength bolted connections
- ◆ Welding of structural steel, including complete and partial penetration groove welds, singlepass and multiplepass fillet welds, and deck welds

The CLIENT, OWNER, and/or contractor are responsible to coordinate and schedule Special Inspection prior to start of shop fabrication.

Provide a Special Inspector to observe the following field items, as required in Section 1705.2 of the Building Code of New York State:

- ◆ Review material certifications, Welder Performance Qualification Records (WPQR), Welding Procedure Specifications (WPS), and Procedure Qualification Records (PQR) for conformance with project documents and application during erection
- ◆ Compare filler metals and welded joints used for conformance with project documents and approved WPS
- ◆ High strength bolted connections

- ♦ Welding of structural steel, including complete and partial penetration groove welds, singlepass and multiplepass fillet welds, and deck welds
- ♦ Steel frame joint details for compliance with approved construction documents, including details for bracing and stiffening, member locations, and application of joint details

Provide a Nondestructive Testing (NDT) Senior Technician to perform the following testing in accordance with project documents:

- ♦ Magnetic Particle Testing
- ♦ Ultrasonic Testing

B. Laboratory Services:

1. Soil:

- ♦ ASTM D 422: Particle-Size Analysis of Soils (without Hydrometer analysis)
- ♦ ASTM D 1557: Laboratory Compaction Characteristics of Soil Using Modified Effort

2. Concrete and Aggregate:

- ♦ ASTM C 39: Compressive Strength of Cylindrical Concrete Specimens
- ♦ ASTM C 117: Material Finer than 75µm (#200) Sieve in Mineral Aggregates by Washing
- ♦ ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates

3. Masonry:

- ♦ ASTM C 109: Compressive Strength of Hydraulic Cement Mortars
- ♦ ASTM C 1019: Sampling and Testing Grout for Masonry

C. Additional Services:

1. Transport samples, as required, for laboratory analysis.
2. Provide a Project Manager and/or Professional Engineer to perform the following:
 - ♦ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Scope of Services.
 - ♦ Review test data generated by ATL.
 - ♦ Attend project meetings as directed by CLIENT.
 - ♦ Prepare reports.
 - ♦ Distribute reports as directed by CLIENT. Reports will be distributed by email, unless otherwise directed.

D. Client Responsibilities:

1. Prior to project initiation, provide ATL with copies of the PROJECT plans and specifications, all revisions and addenda, and the statement of special inspections, approved material submittals, approved shop drawings, the geotechnical report, and other applicable documents.
2. Provide safe access, conforming to applicable OSHA and other pertinent regulations, to sampling and testing locations.
3. Coordinate and schedule Steel Special Inspection prior to start of shop fabrication.
4. Provide contact information for report distribution.

NOTES TO THE SCOPE OF SERVICES

ATL's representatives will not accept or reject construction materials, means and methods, material quantities, and/or completed construction.

Untested portions of soil and aggregate samples will be discarded two weeks after completion of the testing.

Compressive strength test specimens will be discarded upon completion of the testing and hold specimens upon the 28-day compressive strength exceeding the minimum specified value, unless instructed otherwise.

We require a minimum of two days advance notice prior to project initiation and one day advance notice for subsequent scheduling of field services. Notice of cancellation must be received by 5:00 PM, Monday through Friday, the day prior to scheduled services, or a minimum charge in accordance with the Fee Schedule will be applicable.

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
Atlantic Testing Laboratories			
Technical Personnel			
Engineer or Geologist	3	\$780.00 / Day	\$2,340.00
NDT Senior Technician : MT/UT	2	\$1800.00 / Day	\$3,600.00
Project Manager	4	\$113.00 / Hour	\$452.00
Special Inspector - Soil, Concrete, and Masonry	22	\$624.00 / Day	\$13,728.00
Special Inspector - Soil, Concrete, and Masonry	35	\$390.00 / Half Day	\$13,650.00
Special Inspector - Steel	2	\$1000.00 / Day	\$2,000.00
Technical Report Review	138	\$55.00 / Report	\$7,590.00
Technician : Soil and Concrete	10	\$560.00 / Day	\$5,600.00
Technician : Soil and Concrete	16	\$355.00 / Half Day	\$5,680.00
Laboratory Testing			
ASTM C 39: Compressive Strength Test or Hold Cylinder (fabricated by ATL)	210	\$22.00 / Cylinder	\$4,620.00
ASTM C 117: Material Finer than 75 mm (#200 sieve) in Mineral Aggregates by Washing	1	\$40.00 / Test	\$40.00
ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates	1	\$75.00 / Test	\$75.00
ASTM C 109: Compressive Strength Test - Molded Masonry Cubes (2x2)	18	\$22.00 / Specimen	\$396.00
ASTM C 1019: Compressive Strength Test (3" x 3" x 6" grout specimens)	12	\$24.00 / Specimen	\$288.00
ASTM D 1557: Laboratory Compaction Modified Effort	2	\$160.00 / Test	\$320.00
ASTM D 422: Particle-Size Analysis without Hydrometer	1	\$115.00 / Test	\$115.00
Miscellaneous			
Density Meter	30	\$65.00 / Day	\$1,950.00
Sample Pickup - When no other services are performed	16	\$110.00 / Trip	\$1,760.00
Travel - Includes Labor and Mileage	90	\$80.00 / Trip	\$7,200.00
Travel - Includes Labor and Mileage - Steel Shop	--	\$1.75 / Mile	
Subtotal Atlantic Testing Laboratories			\$71,404.00
ATL Engineering, P.C.			
Technical Personnel			
Professional Engineer	5	\$160.00 / Hour	\$800.00
Subtotal ATL Engineering, P.C.			\$800.00
Estimated Cost			\$72,204.00

NOTES TO THE FEE SCHEDULE

The Estimated Cost is based on the foregoing Scope of Services and Fee Schedule, and is not intended to be a not-to-exceed amount. Further, the estimated quantities are based upon correspondence with the CLIENT. The actual cost for ATL services is

subject to change should the project require additional site work time, laboratory analyses, and/or report preparation time. The actual number of laboratory analyses and hours expended will be dependent upon field conditions and/or direction by the CLIENT. The Unit Fees are valid through April 30, 2027. On this date and annually thereafter, an escalation rate of 3.5% will be applied.

As used in this schedule:

A standard half-day is defined as time on-site up to a 4-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

A standard day is defined as time on-site up to an 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.50 and hourly overtime rates are calculated by multiplying the hourly rate by 1.50. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively. Travel performed on Saturdays/Sundays/Holidays may be invoiced at 1.25 times the unit fees.

Travel charge and sample pickup are inclusive of labor and mileage for the referenced project site. Rates for ATL personnel are for time on-site only and are not invoiced portal-to-portal. Travel that is required by ATL to other locations will be invoiced at a separate rate, based on the distance traveled and time expended.

ATL assumes the fabrication shop for structural steel is within 60 miles of the project site.

The fee for ASTM C 39 includes the handling and final curing outlined in ASTM C 31. All cylinders fabricated will be invoiced at the unit fee noted in the fee schedule.

AGREEMENT

SPECIAL INSPECTION AND CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

This AGREEMENT is by and between

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Herein referred to as "CLIENT" and

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617

Herein referred to as "ATL", who agree as follows:

- A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this AGREEMENT retains ATL to provide Special Inspection and Construction Materials Engineering and Testing Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

Rotterdam Wastewater Treatment Plant Improvements
49 Rice Road
Schenectady, Schenectady County, New York 12306

- B. **SERVICES:** ATL will provide Special Inspection and Construction Materials Engineering and Testing Services for the PROJECT in accordance with the attached Scope of Services.
- C. **FEES:** All services provided for the PROJECT will be invoiced in accordance with the attached Fee Schedule.
- D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the attached Scope of Services and Fee Schedule for the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.
- E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until ATL has completed its Scope of Services for the PROJECT and has received final payment in full, unless terminated earlier by mutual agreement or as described hereinafter.
- F. **STANDARD TERMS AND CONDITIONS:** The attached Standard Terms and Conditions are a part of this AGREEMENT and are incorporated herein by reference.

This AGREEMENT and its attachments represent the complete and final agreement between CLIENT and ATL. All prior negotiations, representations, and understandings are integrated herein. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

This AGREEMENT and its attached Scope of Services, Fee Schedule, and Standard Terms and Conditions are hereby accepted, agreed upon, and signed by an authorized representative of each party.

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

ACCEPTED BY:

Town of Rotterdam

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

STANDARD TERMS AND CONDITIONS

1. Definitions.

ATL – Atlantic Testing Laboratories, Limited, with its Corporate Offices located at 6431 US Highway 11, Canton, New York 13617. The firm retained to provide the services under this AGREEMENT.

CLIENT – The Entity or person with whom ATL has entered into this AGREEMENT for the services to be provided under this AGREEMENT.

OWNER – The Entity or person that possesses ownership rights and control over the PROJECT.

2. Right of Entry. CLIENT will provide or arrange for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes and/or will coordinate authorization for ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services made part of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. Jobsite Activities. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or general safety in, on, or about the jobsite.

4. Health and Safety. ATL and its employees, agents, and subcontractors shall be afforded safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to all applicable safety requirements while within the exclusion zone work area established by ATL.

5. Standard of Care. Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

6. Tests, Data, and Reports. In accepting reports of tests, data, and/or observations provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such tests, data, and/or observations which shall not be used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

7. Ownership and Reuse of Instruments of Service. All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of this AGREEMENT, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to Ownership and use of ATL's instruments of service for any purpose.

ATL shall not be responsible for the interpretation and/or misuse by others of the instruments of services furnished by it. CLIENT agrees to release and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times, upon written request, and for the cost of retrieval and reproduction.

8. Hidden Conditions. A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL will notify CLIENT. ATL shall not be responsible for any costs or liabilities resulting from hidden conditions.

9. Hazardous Wastes. CLIENT shall advise ATL of any known hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT initially advised, ATL's Scope of Services, Schedule, and Fees made part of this AGREEMENT shall be adjusted, as mutually agreed by CLIENT and ATL.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing notification to the proper authorities.

ATL shall have no responsibility for the presence, discovery, handling, removal, or disposal of, or exposure of persons to, hazardous wastes or hazardous substances at the PROJECT site. CLIENT shall indemnify and hold harmless ATL from any liability, loss, damage, or expense arising out of or related to the presence or discovery of hazardous wastes or hazardous substances on the PROJECT site.

The ownership of and responsibility for all contaminated materials, hazardous materials, hazardous wastes, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the OWNER.

10. Limitations of Liability. To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from acts or omissions by the CLIENT or OWNER, or any agents, staff, contractors, or other consultants thereof.

Relevant to ATL services provided under this AGREEMENT, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

11. Waiver of Consequential Damages. Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, CLIENT and ATL waive incidental, indirect, and consequential damages (such as loss of business, loss of income, lost revenues, lost profits, loss of financing, loss of use, and loss of reputation) for claims, disputes, or other matters arising out of or relating in any way to the PROJECT or to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages that either party may have incurred or may incur, whether arising in contract, tort (including negligence), warranty, strict liability, equity, or that may arise out of or be asserted as a part of a third-party claim.

12. Insurance. ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including, but not limited to, those for certain claims arising from the discharge, dispersal, release, or escape of pollutants.

13. Dispute Resolution. If a dispute arises out of this AGREEMENT, CLIENT and ATL agree to pursue resolution through good faith discussion and negotiation or other mutually agreed dispute resolution process, including mediation, before instituting litigation.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. Termination. ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Receipt of final payment is a condition precedent to delivery of instruments of service owed up to the date of termination notice. Upon termination for convenience, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. Delay. Neither CLIENT nor ATL will be liable to perform services provided for under this AGREEMENT when such performance is delayed or prevented by an occurrence beyond the control and without fault or negligence of either CLIENT or ATL.

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, employees, consultants, contractors, and agents, or OWNER, for or on the account of any stoppage or delay to the PROJECT resulting from the tests, data, results, and/or findings furnished by ATL through performance of the services under this AGREEMENT.

In the event of PROJECT suspension, or delay for more than three months, ATL may elect to finalize all tests, data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. Non-Solicitation. During the term of this AGREEMENT and for a period of twelve (12) months thereafter, neither party will actively recruit, solicit, or otherwise attempt to hire the employees of the other party without prior written consent from the other party. Notwithstanding the foregoing, neither party shall be in default of this provision, as a result of: (a) employment advertising in periodicals of general circulation or other general solicitations that are not specifically targeted at the employees of the other party; or (b) hiring of any employees that responds to any such advertising or other general solicitations or as an unsolicited walk-in candidate.

17. Successor and Assigns. CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

18. Governing Law and Venue. This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

End of Standard Terms and Conditions



ATLATES-02

VIKKILAVEAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2026

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

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

PRODUCER NFP Property & Casualty Services, Inc. 159 Wolf Road Suite 200 Albany, NY 12205	CONTACT NAME: PHONE (A/C, No, Ext): (518) 244-4245 FAX (A/C, No): (518) 244-4262 E-MAIL ADDRESS:														
INSURED Atlantic Testing Laboratories Limited 6431 US Highway 11 Canton, NY 13617	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER B: The Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER C: Travelers Indemnity Company of Connecticut</td><td>25682</td></tr><tr><td>INSURER D: Hanover Insurance Company</td><td>22292</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Charter Oak Fire Insurance Company	25615	INSURER B: The Phoenix Insurance Company	25623	INSURER C: Travelers Indemnity Company of Connecticut	25682	INSURER D: Hanover Insurance Company	22292	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			P3N-630-A6547454-COF-26	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EE BENEFITS AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			810-A6476776-26-43-G	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-A6758675-26-43	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-A6544009-26-43-G	1/1/2026	1/1/2027	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			IHS7928091	1/1/2026	1/1/2027	Leased/Rented 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Operations usual and incidental to the business of the insured.

Project: Special Inspection and Construction Materials Engineering and Testing Services, Rotterdam Wastewater Treatment Plant Improvements.

CERTIFICATE HOLDER

CANCELLATION

Town of Rotterdam
1100 Sunrise Boulevard
Schenectady, NY 12306

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

AUTHORIZED REPRESENTATIVE

RESOLUTION NO. 147.26

**TO DECLARE 210 & 212 PHILLIPS ROAD PROPERTY AS SURPLUS TOWN
PROPERTY**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares 210 and 212 Phillips Rd, Rotterdam, NY 12306 surplus town property.

SECTION 2. This resolution shall become effective May 13, 2026

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 4, 2026

TO: Town Board

FROM: John Polimeni, Supervisor

TITLE OF LEGISLATIVE REQUEST: Declare 210 & 212 Phillips Rd Property a surplus property and negotiate and execute a lease.

TO BE PLACED ON TOWN BOARD MEETING OF: May 13, 2026

Background Information:

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of May 13, 2026.

Attachment/Documents(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Attorney

RESOLUTION NO. 148.26
AUTHORIZE FINAL PAYMENT AND RELEASE OF RETAINAGE TO AFSCO
FENCE SUPPLY CO., INC

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 authorize Final Payment and Release of Retainage to AFSCO Fence Supply Co., Inc, PO Box 98-185 Troy Schenectady Road, Latham, NY 12110 in the amount of three hundred forty-five and 00/00. (\$345.00)

SECTION 2. This resolution shall become effective May 13, 2026

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: May 6, 2026, 2026

TO: John Polimeni, Town Supervisor

FROM: Lisa Gallo, DPWC

TITLE OF REQUEST: Authorize Release of Retainage for Kings Road Fence

TOWN BOARD MEETING: May 13, 2026

Background Information: AFSCO was the Contractor on this project.

Evaluation/Analysis: Project is complete. Final payment needs to be authorized by the Town Board in order to issue final payment to the contractor.

Recommendation(s): Authorize the Supervisor and/or Town Comptroller to execute all documents necessary to release final payment to AFSCO Fence Supply Co., Inc., PO Box 98-185 Troy Schenectady Road, Latham, NY 12110

Attachment/Document(s): Payment App in the amount of \$345.00

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: N/A

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: TOWN OF ROTTERDAM
KINGS ROAD
ROTTERDAM, NY 12306

PROJECT: KINGS ROAD
ROTTERDAM, NY

FROM (CONTRACTOR)
AFSCO Fence Supply Co., Inc.
P O Box 98 - 185 Troy Schenectady Road
Latham, NY 12110

AFSCO #25-30910
Customer#TOWROT
VIA (ARCHITECT):

APPLICATION NO: Retention
PERIOD TO: 4/30/2026

ARCHITECT'S
PROJECT NO:

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

CONTRACT FOR: Fencing

CONTRACT DATE: 1/2/2025

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
Net change by Change Orders		\$0.00	\$0.00

1. ORIGINAL CONTRACT SUM \$6,900.00
2. Net change by Change Orders \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$6,900.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$6,900.00

5. RETAINAGE:
0.00% % of Completed Work \$345.00
(Column D+E on G703)
0.00% % of Stored Material \$0.00
(Column F on G703)
Total Retainage (Line 5a+5b or Total in Column I of G703) \$345.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$6,555.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

PAYMENT (Line 6 from prior Certificate) \$6,555.00
8. CURRENT PAYMENT DUE \$345.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$345.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: AFSCO FENCE SUPPLY CO., INC.

By: *[Signature]* Date: 5/5/26

Notary Public: *[Signature]* My Commission expires: 4/28/2027
State of New York County of Albany
Subscribed and sworn to before me this 5th day of May 2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

By: *[Signature]* Date: *[Blank]*
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to Contractor named herein. Issuance, payment and acceptance of payment are with prejudice to any rights of the Owner or Contractor under this Contract.

AMOUNT CERTIFIED \$345.00

AIA DOCUMENT G703

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

~~71~~
MAY 13, 2026

RESOLUTION NO. 149.26

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2026 TO AMEND SECTION 230, RELATING TO SEWERS OF THE TOWN CODE OF THE TOWN OF ROTTERDAM AND SCHEDULING A PUBLIC HEARING THEREON.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. __ of 2026 to amend Section 230, Sewers, of the Town Code of the Town of Rotterdam.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Town Hall, 1100 Sunrise Blvd, Rotterdam, New York 12306 at 7:00 p.m. on the 27th day of May for the following purpose:

For the enactment of Introductory Local Law No. __ of 2026 relating to amending Section 230, Sewers, of the Town Code of the Town of Rotterdam.

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

DATED: May 13, 2026

Daily Gazette: Please publish once on May 15, 2026

Town Clerk

Post

SECTION 3. This resolution shall become effective May 13, 2026

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 8, 2026

TO: Town Board

FROM: John Polimeni, Town Supervisor

TITLE OF REQUEST: Call for a Public Hearing to amend Section 230 "Sewers" of the Town Code of the Town of Rotterdam and scheduling a public hearing.

TOWN BOARD MEETING: May 13, 2026

Background Information: To add explicit requirements governing fats, oils and grease (FOG) control, annual certification and enforcement authority

Evaluation/Analysis: See Attached

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

Attachment/Document(s): Draft of New Local Law Amendment

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Amend Section 230 of Town Code of Town of Rotterdam

LEGISLATION WILL BE PREPARED BY: Town Attorney

LOCAL LAW NO. ____ OF 2026

**A LOCAL LAW AMENDING CHAPTER 230 OF
THE CODE OF THE TOWN OF
ROTTERDAM, ENTITLED
“SEWERS,” TO ADD EXPLICIT
REQUIREMENTS GOVERNING
FATS, OILS, AND GREASE
(FOG) CONTROL, ANNUAL
CERTIFICATION, AND
ENFORCEMENT AUTHORITY**

Be it enacted by the Town Board of the Town of Rotterdam as follows:

Section 1. Legislative intent.

The Town Board finds and determines that fats, oils, and grease (“FOG”) discharged from food service establishments are a significant cause of blockages, interference with the publicly owned treatment works (POTW), and sanitary sewer overflows, which present threats to public health, safety, welfare, and the environment. The Board further finds that Chapter 230 currently prohibits discharges of FOG that may obstruct flow or solidify in the system, but does not expressly set forth installation, maintenance, and annual certification obligations for grease traps and interceptors, nor does it clearly designate enforcement authority for those obligations.

It is the purpose of this local law to:

- A. Codify FOG control requirements applicable to food service establishments;
- B. Require annual certification of grease trap and interceptor inspection and maintenance; and
- C. Clarify enforcement authority under Chapter 230, consistent with the Town’s State Pollutant Discharge Elimination System (SPDES) permit and approved enforcement response plan.

§2. Section 230-4 of the Code of the Town of Rotterdam is hereby amended to add the following definitions, in alphabetical order:

“FOOD SERVICE ESTABLISHMENT”

Any non-residential facility, including but not limited to restaurants, cafés, cafeterias, take-out facilities, delicatessens, institutional kitchens, catering facilities, and similar

operations, that prepares, cooks, serves, or otherwise handles food or food products for consumption on or off the premises and that discharges wastewater to the Town's POTW.

"FATS, OILS, AND GREASE (FOG)"

Any fats, oils, grease, wax, or similar substances, whether of animal or vegetable origin, whether emulsified or not, including substances which may solidify or become viscous at temperatures between 32 degrees Fahrenheit and 104 degrees Fahrenheit.

"GREASE TRAP" or "GREASE INTERCEPTOR"

A device designed to separate and retain FOG from wastewater prior to the wastewater being discharged to the Town's POTW, including interior grease traps and exterior in-ground grease interceptors.

§3. Chapter 230, Article VII ("Discharge Standards and Limitations"), is hereby amended to add a new § 230-32.1, to read as follows:

§ 230-32.1. Fats, Oils, and Grease (FOG) control.

A. Applicability. This section shall apply to all Food Service Establishments connected, directly or indirectly, to the Town's POTW.

B. Grease trap and interceptor installation.

(1) Each Food Service Establishment shall install, operate, and maintain one or more grease traps or grease interceptors of adequate type, size, and configuration, as determined by the Coordinator or Town-designated engineer, to prevent the discharge of FOG in violation of § 230-32(B)(2) and (12).

(2) Grease traps or interceptors shall be installed and connected in accordance with the New York State Building and Plumbing Codes, applicable Town specifications, and any design standards promulgated by the Coordinator.

C. Inspection, cleaning, and maintenance.

(1) Each Food Service Establishment shall be solely responsible for the cost of installation, inspection, cleaning, and maintenance of its grease traps and interceptors.

(2) Grease traps and interceptors shall be inspected and cleaned at a frequency sufficient to prevent FOG from causing interference or pass-through in the POTW and, at a minimum, at such intervals as may be specified in written guidelines or technical standards issued by the Coordinator.

(3) All FOG and solids removed from grease traps or interceptors shall be properly

disposed of at a licensed facility and shall not be returned to any private sewer, building drain, or the Town's POTW.

D. Recordkeeping.

(1) Each Food Service Establishment shall maintain, on the premises, a log or logs documenting all inspection, cleaning, pumping, repair, and maintenance activities for each grease trap or interceptor, including dates, times, quantities removed (if known), and the name of the hauler or responsible personnel.

(2) Such records shall be retained for a minimum of three (3) years and shall be made available for inspection and copying by the Town upon request.

E. Annual certification and reporting.

(1) On or before August 15 of each calendar year, each Food Service Establishment shall submit to the Town a completed Grease Trap/Interceptor Annual Certification Form, on a form approved by the Coordinator, attesting that its grease traps and/or interceptors have been inspected, cleaned, and maintained in accordance with this section and any applicable guidelines.

(2) The certification shall be signed by an authorized representative of the Food Service Establishment and, where a third-party hauler or service provider is used, may include supporting documentation such as receipts or service tickets.

(3) Failure to submit the annual certification by the required date shall constitute a violation of this section and may be enforced in accordance with Article XI of this chapter.

F. Inspections.

(1) The Town, through the Coordinator, Department of Public Works, or other authorized representatives, may enter and inspect any Food Service Establishment, during normal business hours or at other reasonable times, to determine compliance with this section, including inspection of grease traps, interceptors, and maintenance records.

(2) Refusal to permit such entry or inspection shall be considered a violation of this section, subject to enforcement under Article XI.

G. Enforcement; relationship to existing prohibitions.

(1) The requirements of this section are in addition to, and not in limitation of, the

general and specific prohibited discharge standards set forth in § 230-32.

(2) Violations of this section shall be subject to all enforcement mechanisms available under Article X and Article XI, including administrative orders, civil penalties, permit suspension, and injunctive relief, and may be grounds for suspension of wastewater treatment service pursuant to § 230-77.

(3) The Town may adopt, by resolution, technical standards or guidelines for determining adequate sizing, inspection frequencies, and maintenance practices for grease traps and interceptors.

§4. Chapter 230, Article XI (“Enforcement and Penalties”), is hereby amended to add a new subsection E to § 230-80, to read as follows:

§ 230-80. Administrative sanctions.

E. In addition to the Coordinator, the Town Board may, by resolution, designate Building Department and Code Enforcement personnel, or other Town officers or employees, as authorized agents for purposes of inspections, issuance of notices of violation, and the issuance of appearance tickets for violations of § 230-32 and § 230-32.1, subject to the supervision and direction of the Coordinator.

§5. Severability.

If any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm, or corporation, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part thereof directly involved in the controversy in which such order or judgment shall have been rendered.

§6. Effective date.

This local law shall take effect immediately upon filing with the Secretary of State.

RESOLUTION NO. 150.26

TO ACCEPT THE 2023 AUDIT REPORT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts the 2023 Audit Report, from Cusack & Company Certified Public Accountants, located at 7 Airport Park Boulevard, Latham, New York 12110.

SECTION 2. This resolution shall become effective May 13, 2026.

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: April 29, 2026

TO: John Polimeni, Town Supervisor
Town Board

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: Accept 2023 financial audit of the Town, performed by Cusack & Company, Certified Public Accountants LLC.

TOWN BOARD MEETING: May 13, 2026

Background Information: Town financial activity and procedures are audited yearly by an independent firm to verify guidelines are in place and being adhered to and that financial activity of the Town is accurately represented.

Evaluations/Analysis: Independent audit shows compliance with regulations for financial activity and makes recommendations for improvement where necessary.

Recommendation: Accept the audit for the 2023 financial statements.

Attachment/Document(s): 2023 Audited Financial Statements - Town

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

CUSACK & COMPANY
Certified Public Accountants LLC

7 AIRPORT PARK BOULEVARD
LATHAM, NEW YORK 12110
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E-MAIL ADDRESS: CPAS@CUSACK.CPA
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MEMBERS OF:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS OF:
NEW YORK STATE SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

To the Supervisor and Members of the Town Board
Town of Rotterdam, New York

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental and fiduciary fund types of the Town of Rotterdam, New York, as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Town of Rotterdam, New York's basic financial statements, and have issued our report thereon dated March 29, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town of Rotterdam, New York's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town of Rotterdam, New York's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town of Rotterdam, New York's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town of Rotterdam, New York's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CUSACK & COMPANY, CPA'S LLC

Latham, New York
March 29, 2026

TOWN OF ROTTERDAM, NEW YORK
FINANCIAL STATEMENTS
DECEMBER 31, 2023

TOWN OF ROTTERDAM, NEW YORK

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CUSACK & COMPANY
Certified Public Accountants LLC

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INDEPENDENT AUDITOR'S REPORT

To the Supervisor and Members of the Town Board
Town of Rotterdam, New York

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental and fiduciary fund types of the Town of Rotterdam, New York, as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Town of Rotterdam, New York's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental and fiduciary fund types of the Town of Rotterdam, New York, as of December 31, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town of Rotterdam, New York and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Rotterdam, New York's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town of Rotterdam, New York's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Rotterdam, New York's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the supplementary information on pages 31-34 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 29, 2026, on our consideration of the Town of Rotterdam, New York's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town of Rotterdam, New York's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town of Rotterdam, New York's internal control over financial reporting and compliance.



CUSACK & COMPANY, CPA'S LLC

Latham, New York
March 29, 2026

TOWN OF ROTTERDAM, NEW YORK
BALANCE SHEETS - ALL GOVERNMENTAL FUND TYPES
DECEMBER 31, 2023

Governmental Fund Types											
	General	Highway	Water	Sewer	Drainage	Fire Protection	Lighting	Special Grant	Capital Projects	2023 Total Governmental Funds (Memorandum Only)	2022 Total Governmental Funds (Memorandum Only)
Assets											
Cash	\$ 296,761	\$ -	\$ -	\$ -	\$ 648	\$ -	\$ 780	\$ 87,924	\$ 5,568,943	\$ 5,955,056	\$ 18,812,758
Investments in US Treasuries	4,920,129	900,000	4,057,000	2,206,200	4,500	-	40,000	-	-	12,127,829	-
Due from Other Governments	1,163,774	390,209	77,112	577	-	-	-	-	-	1,631,672	1,143,292
Other Receivables	633,728	2,266	563,267	1,013,223	-	-	-	860	-	2,213,344	2,143,020
Due from Other Funds	26,745	-	275,370	-	-	-	-	-	-	302,115	765,444
Leases Receivable	-	-	656,646	-	-	-	-	-	-	656,646	1,911,953
Inventory	16,011	-	-	-	-	-	-	-	-	16,011	16,011
Prepaid Expenditures	408,877	41,683	12,719	7,624	-	-	-	-	-	470,903	403,667
Restricted Cash	1,173,216	677,712	1,578,289	207,344	-	-	-	-	-	3,636,561	3,503,249
Total Assets	\$ 8,639,241	\$ 2,011,870	\$ 7,220,403	\$ 3,434,968	\$ 5,148	\$ -	\$ 40,780	\$ 88,784	\$ 5,568,943	\$ 27,010,137	\$ 28,699,394
Liabilities											
Accounts Payable	\$ 368,642	\$ 540,618	\$ 175,497	\$ 139,419	\$ 297	\$ -	\$ 22,433	\$ -	\$ 661,412	\$ 1,908,318	\$ 1,647,535
Accrued Liabilities	591,629	45,022	22,132	157,577	-	-	-	86,877	-	903,237	1,012,296
Due to Other Governments	91,867	-	-	-	-	-	-	-	-	91,867	390,490
Due to Other Funds	-	41,573	-	16,956	-	-	-	-	243,586	302,115	1,911,953
Unearned revenue	300,418	-	-	-	-	-	-	-	1,200,000	1,500,418	2,537,072
BANs Payable	-	-	-	-	-	-	-	-	2,612,000	2,612,000	-
Total Liabilities	1,352,556	627,213	197,629	313,952	297	-	22,433	86,877	4,716,998	7,317,955	7,499,346
Deferred Inflows of Resources											
Unavailable receivables	-	-	663,012	76,452	-	-	-	-	-	739,464	993,535
Fund Equity											
Nonspendable	424,888	41,683	12,719	7,624	-	-	-	-	-	486,914	419,678
Restricted	1,173,216	677,712	1,578,289	207,344	-	-	-	-	-	3,636,561	3,503,249
Assigned	900,000	665,262	4,768,754	2,829,596	4,851	-	18,347	1,907	851,945	10,040,662	11,935,340
Unassigned	4,788,581	-	-	-	-	-	-	-	-	4,788,581	4,348,246
Total Fund Equity	7,286,685	1,384,657	6,359,762	3,044,564	4,851	-	18,347	1,907	851,945	18,952,718	20,206,513
Total Liabilities, Deferred Inflows of Resources and Fund Equity	\$ 8,639,241	\$ 2,011,870	\$ 7,220,403	\$ 3,434,968	\$ 5,148	\$ -	\$ 40,780	\$ 88,784	\$ 5,568,943	\$ 27,010,137	\$ 28,699,394

TOWN OF ROTTERDAM, NEW YORK
STATEMENTS OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES
ALL GOVERNMENTAL FUND TYPES
FOR THE YEAR ENDED DECEMBER 31, 2023

Governmental Fund Types

	<u>General</u>	<u>Highway</u>	<u>Water</u>	<u>Sewer</u>	<u>Drainage</u>	<u>Fire Protection</u>	<u>Lighting</u>	<u>Special Grant</u>	<u>Capital Projects</u>	<u>2023 Total Governmental Funds (Memorandum Only)</u>	<u>2022 Total Governmental Funds (Memorandum Only)</u>
Revenues											
Real Property Taxes	\$ 8,856,363	\$ 3,720,147	\$ 15,800	\$ 440,832	\$ 10,500	\$ -	\$ 180,000	\$ -	\$ -	\$ 13,223,642	\$ 13,172,802
Real Property Tax Items	905,806	338,957	-	-	-	-	-	-	-	1,244,763	1,209,546
Non-Property Tax Items	4,542,675	-	-	-	-	-	-	-	-	4,542,675	4,468,790
Departmental Income	503,395	-	1,932,376	2,075,571	-	-	-	-	-	4,511,342	5,201,305
Intergovernmental Charges	217,230	-	176,875	-	-	-	-	-	-	394,105	407,310
Use of Money and Property	538,475	130,859	513,549	109,158	190	-	3,014	96	-	1,295,341	312,929
Licenses and Permits	82,640	2,875	-	350	-	-	-	-	-	85,865	66,045
Fines and Forfeitures	426,888	-	-	-	-	-	-	-	-	426,888	287,980
Sale of Property and Compensation for Loss	221,811	1,901	-	566	-	-	-	-	-	224,278	107,573
Miscellaneous	288,768	9,555	9,399	16,673	200	-	2,000	251,702	147,063	725,360	881,818
Interfund Revenue	25,000	-	-	11,924	-	-	-	-	-	36,924	25,000
State Aid	866,372	390,209	-	-	-	-	-	-	636,504	1,893,085	2,117,853
Federal Aid	402,244	-	136,700	59,954	-	-	-	2,137,429	665,000	3,401,327	1,957,024
Total Revenues	17,877,667	4,594,503	2,784,699	2,715,028	10,890	-	185,014	2,389,227	1,448,567	32,005,595	30,215,975
Expenditures											
General Government Support	2,935,421	-	-	-	-	-	-	-	-	2,935,421	2,994,817
Public Safety	7,316,979	-	-	-	-	-	-	-	-	7,316,979	6,651,977
Public Health	3,409	-	-	-	-	-	-	-	-	3,409	3,465
Transportation	271,735	3,869,656	-	-	2,421	-	209,898	-	-	4,353,710	3,850,718
Economic Assistance and Opportunity	211,563	-	-	-	-	-	-	-	-	211,563	149,933
Culture and Recreation	681,536	-	-	-	-	-	-	-	-	681,536	559,457
Home and Community Services	457,606	-	1,223,996	1,378,579	-	-	-	2,396,731	-	5,456,912	5,249,735
Employee Benefits	5,330,930	1,106,818	306,105	217,058	-	-	-	-	-	6,960,911	6,440,065
Debt Service	248,166	182,913	334,443	443,635	-	-	-	-	-	1,209,157	1,236,599
Capital Expenditures	-	-	-	-	-	-	-	-	4,129,792	4,129,792	3,294,903
Total Expenditures	17,457,345	5,159,387	1,864,544	2,039,272	2,421	-	209,898	2,396,731	4,129,792	33,259,390	30,431,669
Other Changes											
BANs Redeemed	-	-	-	-	-	-	-	-	-	-	279,895
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	8,653,315
Premium on Bond Proceeds	-	-	-	-	-	-	-	-	-	-	408,530
Operating Transfers In	358,295	-	-	-	-	-	-	-	-	358,295	363,550
Operating Transfers Out	-	(66,000)	(144,800)	(136,700)	(500)	(7,295)	(3,000)	-	-	(358,295)	(363,550)
Total Other Changes	358,295	(66,000)	(144,800)	(136,700)	(500)	(7,295)	(3,000)	-	-	-	9,341,740
Excess (Deficiency) of Revenue over Expenditures	778,617	(630,884)	775,355	539,056	7,969	(7,295)	(27,884)	(7,504)	(2,681,225)	(1,253,795)	9,126,046
Fund Balance (Deficit) at Beginning of Year	6,508,068	2,015,541	5,584,407	2,505,508	(3,118)	7,295	46,231	9,411	3,533,170	20,206,513	11,080,467
Fund Balance at End of Year	\$ 7,286,685	\$ 1,384,657	\$ 6,359,762	\$ 3,044,564	\$ 4,851	\$ -	\$ 18,347	\$ 1,907	\$ 851,945	\$ 18,952,718	\$ 20,206,513

See accompanying notes and independent auditor's report.

TOWN OF ROTTERDAM, NEW YORK
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED DECEMBER 31, 2023

Revenues:	
Property Tax Collections for other Governments	\$ 63,722,686
Expenses:	
Schenectady County	18,917,638
Mohonasen Central School District	24,791,749
Schalmont Central School District	<u>20,013,299</u>
Total Expenses	<u>63,722,686</u>
Change in Net Position	-
Net Position, Beginning	<u>-</u>
Net Position, Ending	<u><u>\$ -</u></u>

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Town of Rotterdam, New York (the “Town”), is governed by its Town Charter, other general laws of the State of New York and various local laws. The Town Board, which is the governing body of the Town, consists of the Supervisor and four voting Council members, all elected. The Town Supervisor serves as the chief executive officer and chief fiscal officer. The Town provides the following basic services: public safety, health services, maintenance of Town roads, recreation, home and community service, economic assistance and other general services.

The Town has prepared all governmental and fiduciary fund types financial statements in accordance with accounting principles generally accepted in the United States of America as applied to government units (GAAP). The Governmental Accounting Standards Board (GASB) is the accepted standards setting body for establishing GAAP for state and local governments through its pronouncements (Standards and Interpretation).

The Town does not comply with GASB Statement No. 34, which requires the Town to present the government-wide financial statements on a full accrual government-wide basis as well as the fund basis. The financial statements present only all governmental and fiduciary fund types, and do not purport to, and do not present fairly the government-wide financial position or changes in financial position of the Town.

A summary of the significant accounting policies consistently applied in the preparation of the accompanying governmental funds financial statements follows.

A. Financial Reporting Entity

GASB Statement No. 61 defines the financial reporting entity for the Town to include all funds, account groups, agencies, boards, commissions, and authorities where the elected officials (the Supervisor and/or the Town Board, respectively) are financially accountable. The following terms are used to describe the components of a reporting entity:

- Primary Government

A legally separate state, general purpose local or special purpose government with a separately elected governing body. It must be fiscally independent of other primary governments.

- Component Unit

A legally separate organization for which the elected officials are financially accountable. Also, the primary government is able to impose its will on the component unit or there is a potential for the component unit to provide a financial benefit or incur a financial burden on the primary government. The Town has no component units.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation

The accounts of the Town are organized on the basis of funds or account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for within a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues and expenditures which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations. The following fund types and account groups are used.

Governmental Fund Types

Governmental funds are those through which most governmental functions of the Town are financed. The acquisition, use and balances of the Town's expendable financial resources and the related liabilities are accounted for through governmental funds. The measurement focus of the governmental funds is upon determination of financial position and changes in financial position. The following are the Town's governmental fund types:

- 1) General Fund - The general fund is the principal fund and includes all operations not required to be recorded in other funds.
- 2) Special Revenue Funds - Used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The Special Revenue Funds are:

Highway
Water
Sewer
Drainage
Fire Protection
Lighting
Special Grant

- 3) Capital Projects Fund - Used to account for financial resources to be used for the acquisition or construction of major capital facilities.

Fiduciary Funds

Fiduciary funds account for assets held by the City as agent for other organizations.

Account Groups

Used to establish accounting control and accountability for general fixed assets and general long-term debt. The two account groups are not "funds." They are concerned with measurement of financial position and not results of operations.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation (Continued)

Account Groups (Continued)

- The Non-Current Governmental Assets Account Group - used to account for land, buildings, improvements other than buildings and equipment utilized for general government purposes. The Town does not maintain subsidiary records to support the amounts recorded in the non-current governmental assets account group.
- The Non-Current Governmental Liabilities Account Group - used to account for all long-term obligations. The Town has opted not to report on the non-current governmental liabilities account group.

C. Basis of Accounting/Measurement Focus

Basis of accounting refers to when revenues and expenditures and the related assets and liabilities are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus. Measurement focus is the determination of what should be measured.

Modified Accrual Basis - All Governmental Funds are accounted for using the modified accrual basis of accounting.

Under this basis of accounting, revenues are recorded when measurable and available. Available means collectible within the current period or soon enough thereafter, within 60 days, to be used to pay liabilities of the current period.

Material revenues that are accrued include state and federal aid and certain user charges. If expenditures are the prime factor for determining eligibility, revenues from federal and state grants are accrued when the expenditure is made unless it is not anticipated to be received within one year.

Expenditures are recorded when the fund liability is incurred except that:

- 1) Principal and interest on indebtedness are recognized as an expenditure when due.
- 2) Compensated absences, such as vacation and sick leave which vest or accumulate, are charged as an expenditure when paid.
- 3) Inventory is valued at cost utilizing the first-in, first-out method.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Property Taxes and Collections

Town real property taxes are levied together with Schenectady County property taxes annually no later than January 1, and become a lien on January 1. Taxes for County purposes are levied together with taxes for Town and special district purposes as a single bill. The Town and special districts receive the full amount of their levies annually out of the first amounts collected on the combined bills. The County assumes enforcement responsibility for all taxes levied in the Town.

E. Budgetary Data

1) Budget Policies - The budget policies are as follows:

- a. No later than September 30, the budget officer submits a tentative budget to the Town Clerk for the fiscal year commencing the following January 1. The tentative budget includes proposed expenditures and the proposed means of financing for all funds, except for the Special Grant Fund.
- b. After public hearings are conducted to obtain taxpayer comments, but no later than November 20, the governing board adopts the budget.
- c. All modifications of the budget must be approved by the governing board. However, the comptroller is authorized to transfer certain budget amounts within the departments.

2) Encumbrances

Encumbrances are reservations of fund balance for outstanding purchase commitments. Expenditures for such commitments are recorded in the period in which the liability is incurred.

3) Budget Basis of Accounting

- a. Except as indicated below, budgets are adopted annually on a basis consistent with accounting principles generally accepted in the United States of America. Appropriations authorized for the current year are increased by the amount of encumbrances carried forward from the prior years.
- b. Budgetary controls for the Special Grant Fund are established in accordance with applicable grant agreements which covers a period other than the Town's fiscal year.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. Allowance for Uncollectible Receivables

An allowance for uncollectible receivables is maintained at a level which, in management's judgment, is adequate to absorb uncollectible amounts. The allowance for uncollectible receivables was \$0 at December 31, 2023.

G. Inventory

Inventory consists of gasoline and diesel fuel recorded at cost using the first-in, first-out basis.

H. Interfund Transactions

The operations of the Town include transactions between funds. These transactions may be temporary in nature such as with interfund borrowings. The Town typically loans resources between funds for the purpose of providing cash flow. These interfund receivables and payables are expected to be repaid within one year. Permanent transfers of funds include the transfers of expenditure and revenue to provide financing or other services.

I. Departure from the Basis of Accounting

The Town does not maintain subsidiary records to support the amounts recorded in the general fixed assets account group for land, buildings and improvements. The correct carrying values of these fixed assets at December 31, 2023 is not known.

J. Deferred Outflows and Inflows of Resources

In addition to assets, a separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until that time in the government wide financial statements. In addition to liabilities, a separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time in the government wide financial statements.

K. Deferred Compensation Plan

Employees of the Town may elect to participate in the Town's Deferred Compensation Plan created in accordance with Internal Revenue Code §457. The Plan, available to all employees, permits them to defer a portion of their salary until future years, usually after retirement.

Under the terms of the amended Plan agreement, these monies are not subject to the claims of the Town's general creditors after they are paid to the Plan's Trustee.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

L. Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from these estimates. Significant estimates include compensated absences, postemployment benefits and pension liabilities.

M. Self-Insurance

The Town has retained a portion of the liability to cover losses under §207-C of the Workers' Compensation Law of police officers. Officers are entitled to their full pay when out on leave. The Town is required to cover any amount of losses not reimbursed by Workers' Compensation.

N. Compensated Absences

Town employees are granted vacation and sick leave in varying amounts. In the event of termination or upon retirement, an employee is entitled to payment for accumulated vacation and sick leave at various rates subject to certain maximum limitations. The liability for accumulated vacation and related benefits has been recorded in the respective governmental fund type in accordance with GASB 16. Payment of accumulated sick leave and related benefits is reflected in the non-current government liabilities account group since it is anticipated that none of the liability will be liquidated with expendable financial resources. However, management believes that sufficient resources will be made available for payment of accumulated sick leave and related benefits when such payments become due.

O. Postemployment Health Insurance Benefits

In addition to providing pension benefits, the Town provides certain health benefits for retired employees, their spouses and certain survivors. All of the Town's employees may become eligible for these benefits if they reach normal retirement age. Those and similar benefits for active employees are provided through payments to New York State Government Employees' Health Insurance Program. For 2023, the Town paid approximately \$2,022,403 for 185 retirees.

P. Total Governmental Funds Column

Total governmental funds columns in the financial statements are captioned *Memorandum Only* to indicate that they are presented only to facilitate financial analysis. Data in these columns do not present financial position or results of operations in accordance with accounting principles generally accepted in the United States of America, nor is such data comparable to a consolidation. Interfund eliminations have not been made in the aggregation of this data.

2. STEWARDSHIP, COMPLIANCE ACCOUNTABILITY

Expenditures exceeded appropriations as follows:

	<u>Over Budget</u>
General Fund	
Public Safety	\$ 224,891
Employee Benefits	\$ 234,090
Sewer Fund	
Home and Community Services	\$ 54,278

Expenditures exceeded appropriations as a result of expenditures incurred without budgetary approval.

3. CASH AND INVESTMENTS

The Town's investment policies are governed by state statutes. The Town's monies must be deposited in FDIC-insured commercial banks or trust companies located within the state. The comptroller is authorized to use demand accounts, certificates of deposit, obligations of the United States of America, New York State and local municipalities and school districts, certificates of participation and repurchase agreements with certain restrictions.

Collateral is required for demand deposits and certificates of deposit at 100 percent of all deposits not covered by federal deposit insurance. Obligations that may be pledged as collateral are obligations of the United States and its agencies and obligations of any state and its municipalities and school districts.

During 2023, cash and investments were either insured by Federal Depository Insurance or collateralized by assets of the Town's agent in the Town's name.

Investment in U.S. Treasuries consist of the following:

	<u>Maturity</u>	<u>Yield</u>	<u>Total</u>
U.S. Treasury Bills	4/2/2024	5.308%	\$ 6,651,210
U.S. Treasury Bills	2/6/2024	5.350%	5,429,551
U.S. Treasury Bills	1/16/2024	5.282%	<u>3,683,629</u>
			<u>\$ 15,764,390</u>

Financial Statement Presentation

Investment in U.S. Treasuries	\$ 12,127,829
Restricted Cash and Investments	<u>3,636,561</u>
	<u>\$ 15,764,390</u>

TOWN OF ROTTERDAM, NEW YORK
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2023

4. RESTRICTED CASH AND INVESTMENTS

Restricted cash and investments consists of the following:

General Fund

Parkland Reserve	\$ 178,388
Employee Benefit Reserve	139,897
Asset Forfeiture Reserve	51,759
Landfill Reserve	71,229
Repair Reserve	<u>731,943</u>
	<u>\$ 1,173,216</u>

Cash	\$ 636
Investment in U.S. Treasuries	<u>1,172,580</u>
	<u>\$ 1,173,216</u>

Highway Fund

Repair Reserve	<u>\$ 677,712</u>
Cash	\$ 52
Investment in U.S. Treasuries	<u>677,660</u>
	<u>\$ 677,712</u>

Water Fund

Repair Reserve	<u>\$ 1,578,289</u>
Cash	\$ 59
Investment in U.S. Treasuries	<u>1,578,230</u>
	<u>\$ 1,578,289</u>

Sewer Fund

Repair Reserve	<u>\$ 207,344</u>
Cash	\$ 44
Investment in U.S. Treasuries	<u>207,300</u>
	<u>\$ 207,344</u>

TOWN OF ROTTERDAM, NEW YORK
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2023

5. DUE FROM OTHER GOVERNMENTS AND OTHER RECEIVABLE

Due from other governments consist of the following:

	<u>General Fund</u>	<u>Highway Fund</u>	<u>Water Fund</u>
Sales Tax	\$ 395,845	\$ -	\$ -
Economic Development Tax	577,456	-	-
NYS-CHIPS	-	390,209	-
Schenectady County - Task Force	131,399	-	-
Fire District - Worker's Compensation	38,334	-	-
Other	20,740	-	237
Town of Guilderland	-	-	76,875
	<u>\$ 1,163,774</u>	<u>\$ 390,209</u>	<u>\$ 77,112</u>

Other receivables consist of the following:

	<u>General Fund</u>	<u>Highway Fund</u>	<u>Water Fund</u>	<u>Sewer Fund</u>
Charter Franchise Fee	\$ 483,132	\$ -	\$ -	\$ -
Town Justices	59,091	-	-	-
PILOTs	67,422	-	-	-
Other	24,083	2,266	1,635	14,394
Water/Sewer Rents	-	-	561,632	998,829
	<u>\$ 633,728</u>	<u>\$ 2,266</u>	<u>\$ 563,267</u>	<u>\$ 1,013,223</u>

6. LEASES RECEIVABLE

Leases receivable consists of cell tower leases to mobile phone providers expiring at various dates through 2027.

The lease amount receivable and the related deferred inflow of resources are as follows:

	<u>Lease Receivable</u>	<u>Deferred Inflow of Resources</u>
2024	\$ 216,577	\$ 216,577
2025	163,621	163,621
2026	146,851	146,851
2027	104,599	104,599
2028	24,998	24,998
	<u>\$ 656,646</u>	<u>\$ 656,646</u>

7. BOND ANTICIPATION NOTES

Liabilities for bond anticipation notes (BANs) issued for capital projects that are one year in duration are accounted for in the Capital Projects Fund.

State law requires that BANs issued for capital purposes be converted to long-term obligations within five years after the original issue date. However, BANs issued for assessable improvement projects may be renewed for periods equivalent to the maximum life of the permanent financing, provided that stipulated annual reductions of principal are made. The changes in the Town's BANs outstanding during the year were as follows:

BANs Outstanding January 1, 2023	\$ -
Repayments	-
New Debt	<u>2,612,000</u>
BANs Outstanding December 31, 2023	<u>\$ 2,612,000</u>

One BAN was outstanding at December 31, 2023 bearing interest at 3.88% and maturing January 4, 2024.

8. UNEARNED REVENUES AND DEFERRED INFLOWS OF RESOURCES

Unearned revenues consists of \$300,418 General Fund and \$1,200,000 Capital Projects Fund in unused American Rescue plan funds.

Deferred inflows of resources arises when potential revenue does not meet both the measurable and available criteria for recognition in the current period. In subsequent periods, when both recognition criteria are met, the deferred inflows of resources is reduced and revenue is recognized.

Deferred inflows consist of the following:

Water Fund - Water rents not available	\$ 6,366
- Cell tower rents not available	<u>656,646</u>
	<u>\$ 663,012</u>
 Sewer Fund - Sewer rents not available	 <u>\$ 76,452</u>

TOWN OF ROTTERDAM, NEW YORK
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2023

9. LONG-TERM INDEBTEDNESS (UNAUDITED)

The changes in the Town's long-term indebtedness during the year are summarized as follows:

	January 1, 2023	Additions	Decreases	December 31, 2023
Landfill Post-closure				
Costs	\$ 59,373	\$ -	\$ 27,903	\$ 31,470
Bonds Payable	13,974,395	-	604,395	13,370,000
Compensated Absences	3,282,398	-	307,561	2,974,837
Postemployment				
Benefits	50,209,723	4,773,528	-	54,983,251
Net Pension Liability	733,648	10,015,425	-	10,749,073
Total	<u>\$ 68,259,537</u>	<u>\$ 14,788,953</u>	<u>\$ 939,859</u>	<u>\$ 82,108,631</u>

A. Claims and Judgments

There were several tax review cases pending against the Town for a reduction in the assessed value of property. The petitions were for taxes collected in 2005 through 2021. The Town believes that the likelihood of a reduction is remote and therefore no provision for loss has been recorded in the non-current governmental liabilities account group at December 31, 2023.

B. Landfill Post-closure Costs

The Town entered into an Order of Consent with the New York State Department of Environmental Conservation (DEC) on April 17, 1990 for the purpose of ensuring the proper maintenance and future closure of the Town's landfill. The order includes specific requirements and deadlines for the Town to follow and meet or they could be subject to penalties. The status of compliance with the consent order is subject to review by the Department of Environmental Conservation. The Town has been served with a number of additional consent orders in 1996, 1997 and 1998.

The closure of the landfill was substantially completed in 1995. The remaining cost of the required maintenance, closure and post-closure monitoring costs of the landfill is estimated to be \$31,470 at December 31, 2023. The Town has recorded this estimate in the non-current governmental liabilities account group.

TOWN OF ROTTERDAM, NEW YORK
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2023

9. LONG-TERM INDEBTEDNESS (UNAUDITED) (CONTINUED)

C. Bonds and EFC Note

The following is a summary and description of the serial bonds outstanding at December 31, 2023:

	<u>Issue Date</u>	<u>Original Issue</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Outstanding at December 31, 2023</u>
Water Drainage	11/05/03	\$ 442,585	11/05/32	0.00%	\$ 135,000
Water Tank/Drainage	10/15/09	\$ 2,900,000	10/15/29	4-1.5%	935,000
General Public				1.55% to	
Improvement	11/13/19	\$ 2,410,500	07/19/49	2.75%	2,185,000
Water District 5	11/01/21	\$ 2,046,080	08/01/31	.16 to 1.23%	1,635,000
General Improvements	06/15/22	\$ 8,563,315	06/15/47	4.0%	8,480,000
					<u>\$ 13,370,000</u>

The following is a summary of maturity of debt service requirements for general obligation bonds:

<u>Years</u>	<u>Principal</u>	<u>Interest</u>
2024	\$ 785,000	\$ 417,296
2025	800,000	398,286
2026	820,000	378,316
2027	855,000	356,883
2028	880,000	334,286
2029-2033	3,335,000	1,322,963
2034-2038	2,050,000	891,982
2039-2043	1,870,000	548,829
2044-2048	1,860,000	183,964
2049	115,000	6,325
	<u>\$ 13,370,000</u>	<u>\$ 4,839,130</u>

D. Compensated Absences

Town employees are granted vacation, holiday, sick-leave and earn compensatory absences in varying amounts. In the event of termination or upon retirement, an employee is entitled to payment for accumulated vacation, holiday (police only), sick leave and unused compensatory absences at various rates subject to certain maximum limitations.

9. LONG-TERM INDEBTEDNESS (UNAUDITED) (CONTINUED)

D. Compensated Absences (Continued)

Payment of accumulated and unused vacation, holiday, sick leave and compensatory absences recorded in the non-current governmental liabilities account group is dependent upon many factors, therefore, timing of future payments is not readily determinable. However, management believes that sufficient resources will be made available for the payment of vacation, holiday, sick leave and compensatory absences when such amounts become due.

The Town recognizes a liability for vacation, holiday and compensatory absences and additional salary-related payments as the benefits are earned by the employees, based on the rendering of past service and the probability that the employees will be compensated for the benefits through paid time off or some other means. This includes vacation, holiday and compensatory absences that were earned but not used during the current or prior periods and of which employees can receive compensation in a future period.

In addition, the Town recognizes a liability for vesting sick leave and additional salary-related payments as employees earn benefits and to the extent it is probable that the Town will compensate the employees for the benefits through cash payments, rather than be taken as absences due to illness or other contingencies for employees who, at the balance sheet date, currently are eligible to receive termination payments as well as other employees who are expected to become eligible in the future to receive such payments.

E. Postemployment Benefits

Plan Description

GASB Statement 75, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions, requires governments to account for other postemployment benefits (OPEB) on an accrual basis, rather than on a pay-as-you-go basis. The effect is the recognition of an actuarially determined expense on the Statement of Activities when a future retiree earns their postemployment benefits, rather than when they use their postemployment benefits.

Funding Policy

The Town currently funds the Plan to satisfy current obligations on a pay-as-you-go basis. During the year ended December 31, 2023, \$2,022,403 was paid on behalf of 145 retirees.

Benefits Provided

The Town provides postemployment healthcare benefits for certain eligible retirees.

9. LONG-TERM INDEBTEDNESS (UNAUDITED) (CONTINUED)

E. Postemployment Benefits (Continued)

Employees Covered by Benefit Terms

As of December 31, 2023, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	145
Active employees	<u>131</u>
Total participants covered by OPEB Plan	<u><u>276</u></u>

Total OPEB Liability

The Town's total OPEB liability of \$54,983,251 was measured as of December 31, 2023, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and Other Inputs

The total OPEB liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.70%
Discount Rate	4.31% (2.05% prior year)
Healthcare Cost Trend Rates	6.75% for 2023 and 6.50% in 2024, decreasing gradually to an ultimate rate of 4.14% in 2076
Salary Increases	Varies by years of service

The discount rate was based on the index provided by *Bond Buyer 20-Bond General Obligation Index* based on the 20-year AA municipal bond rate as of December 31, 2021.

Mortality rates were based on the April 1, 2010 - March 31, 2015 New York State Employees Retirement System expense with adjustments for mortality improvements based in Society for Actuaries Scale MP-2020.

9. LONG-TERM INDEBTEDNESS (UNAUDITED) (CONTINUED)

E. Postemployment Benefits (Continued)

Changes in the Total OPEB Liability

OPEB Liability Beginning of Year	\$ 50,209,723
Changes for the Year:	
Service Cost	1,339,324
Interest	2,178,163
Difference Between Expected and Actual Experience	889,280
Assumption Changes and Differences	2,411,569
Benefit Payments	<u>(2,044,808)</u>
OPEB Liability End of Year	<u>\$ 54,983,251</u>

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the Town's total OPEB Liability calculated using a discount rate of 4.31%, as well as what the Town's total OPEB Liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	Discount Rate		
	<u>1% Decrease</u>	<u>Baseline</u>	<u>1% Increase</u>
Total OPEB Liability	<u>\$ 47,756,582</u>	<u>\$ 54,983,251</u>	<u>\$ 64,022,936</u>

	Healthcare Cost		
	<u>1% Decrease</u>	<u>Baseline</u>	<u>1% Increase</u>
Total OPEB Liability	<u>\$ 66,232,529</u>	<u>\$ 54,983,251</u>	<u>\$ 46,277,517</u>

9. LONG-TERM INDEBTEDNESS (UNAUDITED) (CONTINUED)

E. Postemployment Benefits (Continued)

OPEB Expense

For the year ended December 31, 2023, the Town disclosed an OPEB expense as follows:

Service Cost	\$ 1,339,324
Interest	2,178,163
Difference Between Expected and Actual Experience	(480,236)
Changes of Assumptions or Other Inputs	<u>271,906</u>
Net OPEB Expense	<u>\$ 3,309,157</u>

At December 31, 2023, the Town disclosed deferred outflows and inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual expense	\$ 2,078,494	\$ (1,882,340)
Change in assumptions and other inputs	<u>8,086,396</u>	<u>(12,642,424)</u>
	<u>\$ 10,164,890</u>	<u>\$ (14,524,764)</u>

Amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense in future years as follows:

December 31, 2024	\$ 822,357
December 31, 2025	(1,558,552)
December 31, 2026	(2,192,292)
December 31, 2027	(2,374,486)
December 31, 2028 and thereafter	<u>943,099</u>
	<u>\$ (4,359,874)</u>

Covered payroll was \$8,210,349 for the year ended December 31, 2023.

10. PENSION PLAN

General Information

The Town participates in the New York State and Local Employees' Retirement System ("ERS") and New York State and Local Police and Fire Retirement System ("PFRS"). The Systems are cost sharing multiple-employer, public employee retirement systems. The Systems offers a wide range of plans and benefits which are related to years of service and final average salary, vesting of retirement benefits, death and disability.

10. PENSION PLAN (CONTINUED)

Plan Description and Benefits Provided

The Systems provide retirement benefits as well as death and disability benefits. The net position of the Systems is held in the New York State Common Retirement Fund, which was established to hold all net assets and record changes in plan net position allocated to the Systems. The Comptroller of the State of New York (the "Comptroller") serves as sole trustee and administrative head of the Systems. System benefits are established under provisions of the New York State Retirement and Social Security Laws ("NYSRSSL"). Once a public employer elects to participate in the System, the election is irrevocable. The New York State Constitution provides that pension membership is a contractual relationship and plan benefits cannot be diminished or impaired. Benefits can be changed for future members only by enactment of a State statute. The Systems issue a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to the New York State and Local Retirement System, 110 State Street, Albany, NY 12244.

The Systems are noncontributory except for ERS employees who joined the System after July 27, 1976 who contribute 3% of their salary, for the first ten years of membership and employees who joined on or after January 1, 2010 who generally must contribute 3% of their salary for their entire length of service. Under the authority of the NYSRSSL, the Comptroller annually certifies the actuarially determined rates expressly used in computing the employers' contributions based on salaries paid during the Systems' fiscal year ending March 31.

Contributions for the current year and two preceding years were equal to 100% of the contributions required as follows:

	<u>ERS</u>	<u>PFRS</u>
March 31, 2024	\$ 541,225	\$ 1,342,388
March 31, 2023	\$ 389,923	\$ 1,224,745
March 31, 2022	\$ 747,643	\$ 1,278,494

Chapter 260 of the laws of 2014 of the State of New York allows local employers to bond or amortize a portion (limitations established by fiscal year) of their retirement bill up to 10 years for fiscal years ended March 31, 2005 through 2008. Chapter 57 of the laws of 2010 of the State of New York allows local employers to amortize a portion (limitations established by fiscal year) of their retirement bill for 10 years for fiscal years ended March 31, 2013 and forward.

These laws require participating employers to make payments on a current basis, while bonding or amortizing existing unpaid amounts. The Town has not bonded or amortized any portion of their retirement obligations.

10. PENSION PLAN (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows and Outflows of Resources Related to Pensions

At December 31, 2023, the Town reported a liability of \$3,655,023 for ERS and a liability of \$7,094,050 for PFRS for its proportionate share of the net pension asset/liability. The net pension asset/liability was measured as of March 31, 2023, and the total pension asset/liability used to calculate the net pension asset/liability was determined by an actuarial valuation as of April 1, 2022. The Town's proportion of the net pension liability was based on a projection of the Town's long-term share of contributions to the pension plan relative to the projected contributions of all participating members, actuarially determined.

At December 31, 2023, the Town's proportion was .0170% percent ERS and .1287% PFRS.

At December 31, 2023, the Town disclosed deferred outflows and inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 1,082,660	\$ (102,647)
Changes in assumptions	5,232,027	(19,618)
Net difference between projected and actual earnings on pension plan investments	12,541	(21,473)
Changes in proportion	205,764	(565,228)
Contributions subsequent to the measurement date	<u>1,412,710</u>	<u>-</u>
	<u>\$ 7,945,702</u>	<u>\$ (708,966)</u>

The net amount of the employer's balances of deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

2024	\$ 2,552,848
2025	(452,809)
2026	2,786,549
2027	2,250,062
2028	<u>100,086</u>
	<u>\$ 7,236,736</u>

10. PENSION PLAN (CONTINUED)

ERS Actuarial Assumptions

The total pension liability at March 31, 2023 was determined by using an actuarial valuation as of April 1, 2022, with update procedures used to roll forward the total pension liability to March 31, 2023. The actuarial valuation used the following actuarial assumptions.

	<u>ERS</u>	<u>PFRS</u>
Interest rate	5.9%	5.9%
Salary increase	4.4%	6.2%
Inflation rate	2.9%	2.9%
Cost of living adjustment	1.5%	1.5%

Annuitant mortality rates are based on April 1, 2015 - March 31, 2020 System's experience with adjustments for mortality improvements based on MP-2021.

The actuarial assumptions used in the April 1, 2022 valuation are based on the results of an actuarial experience study for the period April 1, 2015 - March 31, 2020.

The long term expected rate of return on pension plan investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic real rates of return for each major asset class included in the target asset allocation as of March 31, 2023 were as follows:

<u>Asset Class</u>	<u>Long-Term Expected Real Rate of Return</u>
Domestic equity	4.30%
International equity	6.85%
Private equity	7.50%
Real estate	4.60%
Absolute return strategies	5.38%
Opportunistic portfolio	5.84%
Real assets	5.43%
Cash	0%

10. PENSION PLAN (CONTINUED)

Discount Rate

The discount rate used to calculate the total pension liability was 5.9% for ERS and PFRS. The projection of cash flows used to determine the discount rate assumes that contributions from plan members will be made at the current contribution rates and that contributions from employers will be made at statutorily required rates, actuarially. Based upon the assumptions, the System's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Proportionate Share of the Net Pension Assets/Liability to the Discount Rate Assumption

The following presents the Town's proportionate share of the net pension liability calculated using the discount rate of 5.9%, as well as what the Town's proportionate share of the net pension asset/liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	<u>1% Decrease</u>	<u>Current Assumption</u>	<u>1% Increase</u>
<u>ERS</u>			
Town's proportionate share of the net pension asset (liability)	\$ <u>(8,832,622)</u>	\$ <u>(3,655,023)</u>	\$ <u>671,464</u>
<u>PFRS</u>			
Town's proportionate share of the net pension asset (liability)	\$ <u>(14,787,879)</u>	\$ <u>(7,094,050)</u>	\$ <u>(723,097)</u>

Pension Plan Fiduciary Net Position

The components of the net pension liability of the fiduciary as of March 31, 2023 was as follows (in thousands):

	<u>ERS</u>	<u>PFRS</u>
Fiduciary total pension liability	\$ (232,627,259)	\$ (43,835,333)
Fiduciary net position	<u>211,183,223</u>	<u>38,324,863</u>
Fiduciary net pension liability	\$ <u>(21,444,036)</u>	\$ <u>(5,510,470)</u>
Ratio of fiduciary net position to the fiduciary total pension liability	<u>90.78%</u>	<u>87.43%</u>

11. FUND BALANCE

The Town implemented GASB 54 "Fund Balance Reporting and Governmental Fund Type Definitions."

GASB 54 defines five categories of fund balances as follows:

1. **Nonspendable** fund balance includes amounts that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact. The Town's nonspendable fund balance consists of inventories and prepaid expenses at December 31, 2023.
2. **Restricted** fund balance includes amounts restricted when constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provisions or enabling legislation. Restricted fund balance includes the following:

	<u>General Fund</u>	<u>Highway Fund</u>	<u>Water Fund</u>	<u>Sewer Fund</u>
Landfill Reserve	71,229	\$ -	\$ -	\$ -
Parkland Reserve	178,388	-	-	-
Employee Benefit Reserve	139,897	-	-	-
Assets Forfeiture Reserve	51,759	-	-	-
Repair Reserve	731,943	677,712	1,578,289	207,344
	<u>\$ 1,173,216</u>	<u>\$ 677,712</u>	<u>\$ 1,578,289</u>	<u>\$ 207,344</u>

3. **Committed** fund balance includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the Town Board. The Town had no committed fund balances at December 31, 2023.
4. **Assigned** fund balance includes amounts that are constrained by the Town's intent to be used for specific purposes, but are neither restricted nor committed. Assigned fund balances include funds that are legally mandated to be accounted for separately as well as amounts that have been contractually obligated by the Town or designated by the Town for ensuing year's budget. Assigned fund balance includes the following:

	<u>General Fund</u>	<u>Highway Fund</u>	<u>Water Fund</u>	<u>Sewer Fund</u>
Ensuing Years Budget	\$ 900,000	\$ 365,900	\$ 311,707	\$ 146,191
Assigned for Special Revenue	-	299,362	4,457,047	2,683,405
Total	<u>\$ 900,000</u>	<u>\$ 665,262</u>	<u>\$ 4,768,754</u>	<u>\$ 2,829,596</u>

11. FUND BALANCE (CONTINUED)

5. **Unassigned** fund balance represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to specific purposes within the fund.

The Town Board determines whether restricted, committed, assigned or unassigned amounts are considered to have been spent first when resources are available from multiple constraint levels. The default policy is that resources are spent first from the highest constraint level.

12. TAX ABATEMENT

The Town enters into Payment in Lieu of Taxes (“PILOTS”) agreements with some local businesses. PILOTS are often included as part of an Industrial Development Agency (“IDA”) agreement with a commercial or industrial development for the purpose of attracting or retaining business within their jurisdictions. PILOT agreements normally provide for payments of amount lesser than would have been collected for real estate taxes for a number of years.

For the year ended December 31, 2023, the Town recognized \$1,181,639 in PILOT revenue under PILOT agreements. Abated property taxes amounted to approximately \$308,000 under this program.

13. INTERFUND BALANCES AND TRANSFERS

Interfund balances and transfers were as follows:

	<u>Due From</u>	<u>Due To</u>	<u>Transfer In</u>	<u>Transfer Out</u>
General	\$ 26,745	\$ -	\$ 358,295	\$ -
Highway	-	41,573	-	66,000
Water	275,370	-	-	144,800
Sewer	-	16,956	-	136,700
Drainage	-	-	-	500
Fire Protection	-	-	-	7,295
Lighting	-	-	-	3,000
Capital Projects	-	243,586	-	-
Total	<u>\$ 302,115</u>	<u>\$ 302,115</u>	<u>\$ 358,295</u>	<u>\$ 358,295</u>

Administrative changes to other funds by the general fund were \$351,000. The fire protection fund was closed to the general fund in 2023.

14. COMMITMENTS AND CONTINGENCIES

Litigation

Several claims against the Town are presently pending for various reasons including condemnation and personal injuries. Although the final outcome of these matters cannot be predicted, management of the Town, based on the advice of the Town's legal counsel, does not believe that the final settlement of these matters will have a material adverse effect on the financial condition of the Town.

Grant Programs

The Town participates in a number of grant programs. These programs are subject to financial and compliance audits by the grantor or its representatives. The Town believes, based upon its review of current activity and prior experience, the amount of disallowances resulting from these audits, if any, will not be significant to the Town's financial position or results of operations.

Environmental Concerns

The Town is engaged in many activities (e.g., water and sewer service, refuse collection, gasoline storage), in the normal course of operations, that are potentially hazardous to the environment. As of December 31, 2023, the Town is not aware of any significant environmental problems that should be disclosed in the financial statements.

Water Sale Agreement

The Town signed a five-year agreement (with an additional five-year option) with the Town of Guilderland to sell water at an annual rate of \$3 per thousand gallons for the first 45 million gallons and \$2.75 per thousand gallons thereafter. Water sales began in June 2021 and totaled \$176,875 for the year ended December 31, 2023.

BAN Issuance

On January 4, 2024, a bond anticipation note for \$5,412,000 was issued for the sewer 7 extension. The note bears interest at 3.95% and matured January 3, 2025.

Bond Approval

On August 14, 2024 a bond issuance for \$28,500,000 was approved for the acquisition of land and construction of a police/court building.

14. COMMITMENTS AND CONTINGENCIES (CONTINUED)

Union Contracts

Police and general city employees are each represented by a collective bargaining agent. Those agents which represent them and the dates of expiration of their agreements are as follows:

<u>Bargaining Unit</u>	<u>Contact Expiration Date</u>
C.S.E.A., Local 1000	December 31, 2023
Rotterdam Patrolmen's Benevolent Association	December 31, 2023

15. SUBSEQUENT EVENTS

Management has evaluated subsequent events or transactions as to any potential material impact on operations or financial position occurring through March 29, 2026, the date the financial statements were available to be issued. No such events or transactions were identified.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF ROTTERDAM, NEW YORK
BUDGETARY COMPARISON STATEMENT - GENERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Real Property Taxes	\$ 8,856,363	\$ 8,856,363	\$ 8,856,363	\$ -
Real Property Tax Items	880,066	880,066	905,806	25,740
Non-Property Tax Items	4,335,000	4,335,000	4,542,675	207,675
Departmental Income	289,000	289,000	503,395	214,395
Intergovernmental Charges	202,500	202,500	217,230	14,730
Use of Money and Property	16,425	16,425	538,475	522,050
Licenses and Permits	90,000	90,000	82,640	(7,360)
Fines and Forfeitures	471,000	471,000	426,888	(44,112)
Sale of Property and Compensation for Loss	28,000	75,430	221,811	146,381
Miscellaneous	771,250	944,250	288,768	(655,482)
Interfund Revenue	25,000	25,000	25,000	-
State Aid	1,191,000	1,018,000	866,372	(151,628)
Federal Aid	5,000	5,000	402,244	397,244
Total Revenues	<u>17,160,604</u>	<u>17,208,034</u>	<u>17,877,667</u>	<u>669,633</u>
Expenditures				
General Government Support	3,423,343	3,451,184	2,935,421	515,763
Public Safety	7,089,749	7,092,088	7,316,979	(224,891)
Public Health	3,400	3,400	3,409	(9)
Transportation	529,033	731,939	271,735	460,204
Economic Assistance and Opportunity	368,650	368,650	211,563	157,087
Culture and Recreation	737,540	770,285	681,536	88,749
Home and Community Services	522,880	524,516	457,606	66,910
Employee Benefits	5,096,840	5,096,840	5,330,930	(234,090)
Debt Service	248,168	248,168	248,166	2
Total Expenditures	<u>18,019,603</u>	<u>18,287,070</u>	<u>17,457,345</u>	<u>829,725</u>
Other Changes				
Operating Transfers In	<u>365,000</u>	<u>365,000</u>	<u>358,295</u>	<u>(6,705)</u>
Total Other Changes	<u>365,000</u>	<u>365,000</u>	<u>358,295</u>	<u>(6,705)</u>
Excess (Deficiency) of Revenue Over Expenditures	<u>\$ (493,999)</u>	<u>\$ (714,036)</u>	<u>\$ 778,617</u>	<u>\$ 1,492,653</u>

TOWN OF ROTTERDAM, NEW YORK
BUDGETARY COMPARISON STATEMENT - HIGHWAY FUND
FOR THE YEAR ENDED DECEMBER 31, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Real Property Taxes	\$ 3,720,147	\$ 3,720,147	\$ 3,720,147	\$ -
Real Property Tax Items	315,254	315,254	338,957	23,703
Use of Money and Property	-	-	130,859	130,859
Licenses and Permits	3,000	3,000	2,875	(125)
Sale of Property and Compensation for Loss	11,500	11,500	1,901	(9,599)
Miscellaneous	-	-	9,555	9,555
State Aid	<u>296,823</u>	<u>296,523</u>	<u>390,209</u>	<u>93,686</u>
Total Revenues	<u>4,346,724</u>	<u>4,346,424</u>	<u>4,594,503</u>	<u>248,079</u>
Expenditures				
Transportation	3,295,230	3,893,414	3,869,656	23,758
Employee Benefits	1,208,579	1,208,579	1,106,818	101,761
Debt Service	<u>182,915</u>	<u>182,915</u>	<u>182,913</u>	<u>2</u>
Total Expenditures	<u>4,686,724</u>	<u>5,284,908</u>	<u>5,159,387</u>	<u>125,521</u>
Other Changes				
Operating Transfers Out	<u>(66,000)</u>	<u>(66,000)</u>	<u>(66,000)</u>	<u>-</u>
Total Other Changes	<u>(66,000)</u>	<u>(66,000)</u>	<u>(66,000)</u>	<u>-</u>
Excess (Deficiency) of Revenue Over Expenditures	<u>\$ (406,000)</u>	<u>\$ (1,004,484)</u>	<u>\$ (630,884)</u>	<u>\$ 373,600</u>

TOWN OF ROTTERDAM, NEW YORK
BUDGETARY COMPARISON STATEMENT - WATER FUND
FOR THE YEAR ENDED DECEMBER 31, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Real Property Taxes	\$ 15,800	\$ 15,800	\$ 15,800	\$ -
Departmental Income	1,750,015	1,750,015	1,932,376	182,361
Intergovernmental Charges	350,000	350,000	176,875	(173,125)
Use of Money and Property	250,000	250,000	513,549	263,549
Miscellaneous	3,000	3,000	9,399	6,399
Federal Aid	-	-	136,700	136,700
Total Revenues	<u>2,368,815</u>	<u>2,368,815</u>	<u>2,784,699</u>	<u>415,884</u>
Expenditures				
Home and Community Services	1,885,431	2,092,849	1,223,996	868,853
Employee Benefits	324,585	324,585	306,105	18,480
Debt Service	<u>334,444</u>	<u>334,444</u>	<u>334,443</u>	<u>1</u>
Total Expenditures	<u>2,544,460</u>	<u>2,751,878</u>	<u>1,864,544</u>	<u>887,334</u>
Other Changes				
Operating Transfers Out	<u>(144,800)</u>	<u>(144,800)</u>	<u>(144,800)</u>	<u>-</u>
Excess (Deficiency) of Revenue Over Expenditures	<u>\$ (320,445)</u>	<u>\$ (527,863)</u>	<u>\$ 775,355</u>	<u>\$ 1,303,218</u>

TOWN OF ROTTERDAM, NEW YORK
BUDGETARY COMPARISON STATEMENT - SEWER FUND
FOR THE YEAR ENDED DECEMBER 31, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Real Property Taxes	\$ 440,818	\$ 440,818	\$ 440,832	\$ 14
Departmental Income	1,512,519	1,512,519	2,075,571	563,052
Use of Money and Property	1,500	1,500	109,158	107,658
Licenses and Permits	1,000	1,000	350	(650)
Sale of Property and Compensation for Loss	1,000	1,000	566	(434)
Miscellaneous	20,000	20,000	16,673	(3,327)
Interfund Revenue	4,000	4,000	11,924	7,924
Federal Aid	-	-	59,954	59,954
Total Revenues	<u>1,980,837</u>	<u>1,980,837</u>	<u>2,715,028</u>	<u>734,191</u>
Expenditures				
Home and Community Services	1,333,350	1,324,301	1,378,579	(54,278)
Employee Benefits	216,965	216,965	217,058	(93)
Debt Service	<u>443,639</u>	<u>443,639</u>	<u>443,635</u>	<u>4</u>
Total Expenditures	<u>1,993,954</u>	<u>1,984,905</u>	<u>2,039,272</u>	<u>(54,367)</u>
Other Changes				
Operating Transfers Out	<u>(136,700)</u>	<u>(136,700)</u>	<u>(136,700)</u>	<u>-</u>
Excess (Deficiency) of Revenue Over Expenditures	<u>\$ (149,817)</u>	<u>\$ (140,768)</u>	<u>\$ 539,056</u>	<u>\$ 679,824</u>

**ADDITIONAL REPORT REQUIRED BY
*GOVERNMENT AUDITING STANDARDS***

CUSACK & COMPANY
Certified Public Accountants LLC

7 AIRPORT PARK BOULEVARD
LATHAM, NEW YORK 12110
(518) 786-3550
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MEMBERS OF:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS OF:
NEW YORK STATE SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

To the Supervisor and Members of the Town Board
Town of Rotterdam, New York

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental and fiduciary fund types of the Town of Rotterdam, New York, as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Town of Rotterdam, New York's basic financial statements, and have issued our report thereon dated March 29, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town of Rotterdam, New York's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town of Rotterdam, New York's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town of Rotterdam, New York's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town of Rotterdam, New York's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CUSACK & COMPANY, CPA'S LLC

Latham, New York
March 29, 2026

RESOLUTION NO. 151.26

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with, KB Engineering & Architecture, P.C., located at 100 Great Oaks Boulevard, Suite 114, Albany, New York 12203, for professional engineering services to draft and compile the Mercury Minimization Program (MMP) for 2025-2026, required to be submitted to NYSDEC, in an amount not to exceed three thousand two hundred and 00/100 (\$3,200.00) dollar so be billed monthly as a percentage of the work completed.

SECTION 2. This resolution shall become effective May 13, 2026.

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: April 30, 2026

TO: John Polimeni, Town Supervisor

FROM: Mary Barrie, DPW

TITLE OF REQUEST: Proposal for Engineering Services-Mercury
Minimization Program Annual Report

TOWN BOARD MEETING: May 13, 2026

Background Information: Prime AE Group of NY, Inc. has provided Mercury
Minimization Program services since its inception.

Evaluation/Analysis: Prime AE Group of NY, Inc. will draft and compile
the MMP Annual Report for 2025-2026.

Recommendation(s): Authorize the Supervisor to enter into an agreement
with Prime AE Group of NY, Inc. for an amount not
to exceed \$3,200.00

Attachment/Document(s): Prime AE Group of NY, Inc. proposal dated April
29, 2026.

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisors Office

April 29, 2026

Mr. John Polimeni
Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

**Re: Town of Rotterdam
MMP Annual Report
Proposal for Engineering Services**

Dear Mr. Polimeni:

We are pleased to submit this Proposal to provide Professional Engineering Services related to drafting and compiling the MMP Annual Report for 2025 – 2026 which is required to be submitted to NYSDEC in accordance with the Mercury Minimization Plan (MMP) approved in July 2021. The Annual Report is required to be submitted to NYSDEC by July 31, 2026. We propose the following scope of engineering services:

A. Base Services

Provide technical assistance for preparation of the Mercury Minimization Plan Annual Report for submission to NYSDEC utilizing information provided by the Town. The following services are included under this fee:

- o Review of WWTP influent and effluent mercury test results provided by the Town.
- o Review of semi-annual sampling conducted at the identified key sampling location provided by the Town.
- o Attend one meeting with the Town representatives to discuss the actions proposed for the upcoming year.
- o Draft and submit the 2026 Annual Report to NYSDEC once Town comments have been incorporated.

B. Fee

We propose to complete the above tasks for a lump sum fee not to exceed \$3,200.00 to be billed monthly as a percentage of the work completed.

C. Exceptions and Limitations

1. Coordination and implementation of the MMP.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB Engineering's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

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

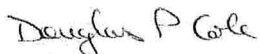
F. Terms & Conditions

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

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

Sincerely,

KB Engineering, P.C.



Douglas P. Cole, P.E.

Senior Director of Water and Wastewater

cc: Mary Barrie

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF ROTTERDAM:



John Polimeni, Supervisor

DATE: 5/4/26

AGREED TO BY KB ENGINEERING, PC:



Kumar Buvanendaran – President & CEO

DATE: 2/29/2026

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

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

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

4. **Modification.** This Agreement may be changed, amended, added to, superseded, or waived only if both

parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these ST&C and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these ST&C shall govern.

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

6. **Insurance.** KBE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. KBE agrees to provide at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Professional Liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish insurance certificates to Client reflecting KBE's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.

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

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

9. **Suspension of Services and Termination.** Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice. KBE may terminate this Agreement immediately upon giving Client a written

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

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

11. Mutual Waiver of Consequential Damages.

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

12. Design Services During Construction (DSDC).

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

manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. KBE's review or other actions shall not constitute approval of construction, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction. If DSDC is not included in the proposal, and the Client requests DSDC from KBE, KBE shall be entitled to additional compensation at its standard rates and fees.

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

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

15. Opinion of Probable Costs. When required as part of its scope of services outlined in its proposal, KBE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by KBE hereunder will be made on the basis of KBE's experience and qualifications and will represent KBE's judgment in

accordance with the Standard of Care. However, users of the probable cost opinions must recognize that KBE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

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

17. Dispute Resolution. If a dispute arises out of this Agreement, or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by negotiation, prior to the initiation of legal proceedings, Client and KBE agree to submit to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will share equally in its costs, and that neither party will commence a civil action until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal

proceedings to litigate such claim or dispute under the applicable law.

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

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

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

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

22. Assignment. Any assignment by Client to anyone of any right under this Agreement without the written consent of KBE shall be null and void and without effect.

23. No AI Training. Client may not use KBE's Work Product, related documents or data to train any artificial intelligence, machine learning, large language models, or other similar networks, algorithms or systems.

RESOLUTION NO. 152.26
TO ADOPT THE TOWN OF ROTTERDAM SECURE DISPOSAL OF ELECTRONIC
AND PHYSICAL RECORDS POLICY

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the “Secure Disposal of Electronic and Physical Records Policy,” establishing requirements for the lawful, secure, and documented disposal of Town records and media, including records containing Criminal Justice Information (CJI), personally identifiable information, and other confidential or sensitive information, in accordance with the New York State Archives Retention and Disposition Schedule (LGS-1) and applicable CJIS Security Policy requirements.

SECTION 2. This Policy shall apply to all Town departments, personnel, and authorized third parties and shall govern the disposal of records in all formats, including paper and electronic media, and shall require proper documentation, secure destruction methods, and compliance with all legal holds and preservation requirements.

SECTION 3. The Records Management Officer, Information Technology Department, and applicable CJIS security personnel are authorized and directed to implement and enforce this Policy and establish any necessary procedures consistent therewith.

SECTION 4. This resolution shall become effective May 13, 2026

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 4, 2026

TO: Town Board

FROM: John Mertz, Town Attorney

TITLE OF REQUEST: Adopt the Town of Rotterdam Secure Disposal of Electronic and Physical Records Policy.

TOWN BOARD MEETING: May 13, 2026

Background Information: The Town of Rotterdam has been audited by the CJIS IT Security and it was stated that the Town of Rotterdam needs a Secure Disposal of Electronic and Physical Records policy.

Evaluation/Analysis: In an effort to provide an up-to-date formal Secure Disposal of Electronic and Physical Records Policy to comply with the CJIS IT Security Audit requirements

Recommendation(s): Adopt the Town of Rotterdam Records Disposal Policy

Attachment/Document(s): The Town of Rotterdam records disposal policy

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town Attorney

Town of Rotterdam

Secure Disposal of Electronic and Physical Records Policy

Adopted by Resolution No. _____ on May ____, 2026

1. Purpose

The purpose of this Policy is to establish uniform requirements for the secure disposal of Town records and media, in both physical and electronic form, including records containing Criminal Justice Information ("CJI"), personally identifiable information, and other confidential or sensitive information, in a manner consistent with New York local government records retention requirements and the FBI Criminal Justice Information Services (CJIS) Security Policy.

This Policy is intended to support the Town of Rotterdam's records management program, protect confidential information from unauthorized disclosure, and provide written documentation suitable for CJIS IT Security Audit review.

2. Scope

This Policy applies to all Town departments, offices, boards, commissions, employees, officers, volunteers, temporary staff, and third-party vendors that create, receive, maintain, store, transport, or dispose of Town records or media on behalf of the Town.

This Policy applies to records in any format, including paper files, electronic documents, email, databases, scanned images, removable media, backup media, and devices or equipment capable of storing Town information.

3. Authority

This Policy is adopted pursuant to the Town's authority to manage and dispose of records in accordance with the Retention and Disposition Schedule for New York Local Government Records (LGS-1), as adopted by resolution of the Town Board, and applicable guidance issued by the New York State Archives.

This Policy shall be interpreted and administered in a manner consistent with applicable federal and state law, including any applicable CJIS Security Policy requirements governing media protection, media sanitization, and record destruction.

4. Definitions

For purposes of this Policy, the following terms shall have the meanings indicated:

- **Record** means any information kept, held, filed, produced, or reproduced by, with, or for the Town in the course of Town business, regardless of format or medium.
- **Physical record** means any paper document or other non-electronic medium containing Town information.
- **Electronic record** means any information created, stored, received, or transmitted in digital form, including documents, spreadsheets, databases, email, images, logs, and system data.
- **Media** means the physical material or device on which information is recorded or stored, including paper, hard drives, solid-state drives, servers, copiers, multifunction devices, removable drives, optical media, mobile devices, and backup tapes.
- **CJI** means Criminal Justice Information as defined by the FBI CJIS Security Policy.

- **Confidential or sensitive information** includes CJI, personally identifiable information, legally protected information, law-enforcement-sensitive information, attorney-client privileged information, and any other information designated confidentially by law or Town policy.
- **Disposition** means the final action in the records lifecycle, including destruction, transfer to archival custody, or transfer to another government or organization, after a record has satisfied its retention period.
- **Media sanitization** means a process that renders information on media inaccessible or irretrievable prior to reuse, transfer, or disposal.

5. Policy

A. General requirements

1. No Town record shall be destroyed or otherwise disposed of unless the record has satisfied the applicable minimum retention period established by LGS-1 or another applicable legal authority, and no litigation hold, audit requirement, FOIL request, investigation, or other preservation obligation requires continued retention.
2. The Town may retain records longer than the applicable minimum retention period when necessary for administrative, legal, audit, research, operational, or historical reasons, provided that such longer retention is documented and applied consistently.
3. No employee, officer, or department shall dispose of an official Town record except in accordance with this Policy and procedures approved by the Records Management Officer.
4. Official copies of records are subject to retention and disposition requirements. Duplicate or convenience copies may be discarded when no longer needed, unless they are subject to a litigation hold, FOIL request, audit need, or other preservation requirement.

B. Physical records disposal

1. Physical records containing CJI or other confidential or sensitive information shall be disposed of only by secure methods reasonably designed to prevent reconstruction or unauthorized disclosure, including cross-cut shredding, pulping, pulverizing, or destruction by a qualified confidential records destruction vendor.
2. Physical records not containing confidential or sensitive information may be recycled or otherwise discarded only if the method of disposal does not risk disclosure of protected information and is approved under departmental procedures.
3. Records placed in secure destruction bins shall remain in locked containers or otherwise controlled locations until final destruction.
4. Where a third-party destruction vendor is used, the vendor shall be subject to written confidentiality and security obligations, and the Town shall obtain and retain a certificate or comparable written confirmation of destruction.

C. Electronic records and media disposal

1. Electronic records containing CJI or other confidential or sensitive information shall not be disposed of by ordinary deletion alone. Deleting files, emptying a recycle bin, or reformatting media without sanitization does not constitute secure disposal under this Policy.
2. Prior to reuse, transfer, sale, return, or disposal of any electronic device or media that stores or may store Town information, the Town shall ensure appropriate media sanitization or destruction based on the type of media and the sensitivity of the information stored on it.
3. Acceptable methods for secure disposal of electronic records and media include secure overwrite, purge, cryptographic erasure where appropriate, degaussing where effective for the media type, and physical destruction, including shredding, pulverizing, or disintegration of the media, as appropriate to the device and information involved.

4. Devices and media that stored or may have stored CJI shall not be released from Town control until sanitization or destruction has been completed and documented in accordance with Town CJIS procedures.
5. Backup media and archived electronic data containing CJI or other confidential or sensitive information shall be subject to the same secure disposal requirements as active electronic records.

D. Documentation of disposition

1. The Town shall document records disposition as part of its normal business practices.
2. Documentation of destruction should include, to the extent applicable:
 - department or office;
 - record series title or description;
 - applicable retention authority or LGS-1 reference, if known;
 - date range of records destroyed;
 - date of destruction;
 - method of destruction;
 - name and title of the employee authorizing or overseeing destruction; and
 - vendor certificate of destruction, if applicable.
3. Documentation of media sanitization or destruction for devices or media that contained CJI should also identify the asset or media, sanitization method, date completed, and person performing or verifying the work.

E. Legal holds, FOIL, audits, and investigations

1. If records are subject to actual or reasonably anticipated litigation, a notice of claim, subpoena, FOIL request, pending appeal, audit, investigation, accreditation review, or other preservation obligation, destruction of those records shall be suspended until the hold or preservation requirement is lifted.
2. If the retention period expires during the pendency of a legal action, the records shall be retained at least through the conclusion of the matter and any additional period required by applicable law or Town legal direction.

F. Historical and permanent records

1. Records designated for permanent retention shall not be destroyed and shall be preserved or transferred in accordance with Town records management procedures and applicable New York State Archives guidance.
2. Records created before 1910 shall not be disposed of without written approval from the New York State Archives, as required by State Archives guidance for local governments.

6. Responsibilities

A. Town Board

The Town Board shall adopt this Policy and any amendments, and shall maintain in effect a resolution adopting LGS-1 or any successor local government retention schedule issued by the New York State Archives.

B. Records Management Officer

The Records Management Officer shall administer the Town's records management and disposition program; provide or approve disposition procedures and forms; review proposed records destruction; maintain or oversee disposition documentation; and coordinate with departments to ensure compliance with retention requirements.

C. Information Technology Department

The Information Technology Department, or the person designated by the Town to perform such functions, shall establish and maintain procedures for sanitizing or destroying electronic records and media; maintain records of sanitization where required; and coordinate secure disposal of devices, storage media, and backups.

D. Police Department / CJIS Security Personnel

To the extent the Town or any Town agency accesses, processes, stores, transmits, or maintains CJI, the Police Department and any CJIS Systems Officer, Information Security Officer, or designee shall ensure that secure disposal practices for CJI are implemented and documented in a manner suitable for CJIS audit purposes.

E. Department Heads

Department heads shall identify records eligible for disposition, prevent unauthorized destruction, enforce litigation holds and preservation notices, and ensure staff compliance with this Policy.

F. Employees and Users

All employees and authorized users shall protect Town records from unauthorized disclosure and shall use only approved procedures for destruction or disposal.

7. Training

The Town shall provide periodic training or written guidance to appropriate staff regarding records retention, secure disposal of confidential records, use of secure destruction bins, handling of electronic media, and any CJIS-specific secure disposal procedures applicable to their job duties.

8. Enforcement

Violation of this Policy may result in disciplinary action, revocation of system access, contract remedies, referral to law enforcement, or other action authorized by law, policy, or contract.

9. Review

This Policy shall be reviewed periodically by the Records Management Officer, the Town Attorney, Information Technology personnel, and any CJIS security official or designee, and may be amended by the Town Board as needed to reflect changes in law, State Archives guidance, or CJIS requirements.

Appendix A

CJIS Secure Disposal Procedure

Purpose.

This procedure outline is intended for departments, IT staff, and any Town personnel handling devices, files, or media that contain or may contain Criminal Justice Information or other confidential Town information.

Use this procedure before destroying paper records, wiping devices, decommissioning equipment, or sending media to a disposal vendor.

Step 1: Confirm the records may be destroyed

- Confirm the record or media has met the applicable retention period under LGS-1 or other applicable authority.
- Confirm there is no litigation hold, FOIL request, subpoena, investigation, pending audit, or other preservation requirement.
- Confirm the records are not permanent records and were not created before 1910 unless specific State Archives approval has been obtained.

Step 2: Identify whether CJI or confidential information is present

Treat the record or media as requiring secure disposal if it contains or may contain any of the following:

- Criminal Justice Information (CJI).
- Personally identifiable information or other legally protected personal data.
- Law-enforcement-sensitive information, privileged material, personnel information, financial account information, or any other confidential Town information.

Step 3: Select the approved disposal method

For paper or other physical records:

- Use cross-cut shredding, pulping, pulverizing, or an approved confidential destruction vendor.
- Do not place confidential records in normal trash or recycling bins.

For electronic records and media:

- Do not rely on ordinary deletion, recycle-bin deletion, or simple reformatting.
- Use approved sanitization or destruction methods appropriate to the media, such as secure overwrite, purge, cryptographic erasure where appropriate, degaussing where effective, or physical destruction.
- If sanitization cannot be reliably verified, physically destroy the media.

Step 4: Maintain chain of custody

- Keep paper records in secure bins or controlled storage until destruction is complete.
- Keep devices and media under Town control until sanitization or destruction is complete and verified.
- Use only approved staff or approved vendors subject to confidentiality obligations.

Step 5: Document the destruction

Record the following, at minimum:

- department;
- description of record or media;
- retention authority, if known;
- date range of records;
- date of destruction or sanitization;
- method used;
- person performing or verifying the work; and
- vendor certificate of destruction, if applicable.

Step 6: Retain proof for audit purposes

- Keep destruction and sanitization documentation in accordance with Town records management procedures.
- Be prepared to provide the documentation during a CJIS IT Security Audit or other compliance review.

Appendix B

Table of Authorities / Citations

Primary Authorities

1. **New York State Archives, *Retention and Disposition Schedule for New York Local Government Records (LGS-1)*** (2020), available at <https://broomecountyny.gov/sites/default/files/dept/clerk/pdfs/2021%20Records%20Management%20Retention%20and%20Destruction%20Sch.pdf>. This schedule is the principal retention and disposition authority for New York local governments and states that a governing body must adopt the schedule by resolution before listed records may be disposed of.
2. **New York State Archives, *Retention and Disposition of Records: How Long to Keep Records and How to Destroy Them*** (Apr. 2, 2021), available at https://www.archives.nysed.gov/sites/archives/files/mr_pub41.pdf. This publication explains how local governments should manage lawful records destruction, including schedule authority, documentation of disposition, legal holds, FOIL holds, audit holds, and restrictions on destruction of certain older records.
3. **New York State Archives, *Retention and Disposition***, available at <https://www.archives.nysed.gov/records/topic-retention-and-disposition>. This guidance explains that disposition includes destruction, transfer to archives, or transfer to another government or organization, and advises that disposition should be part of normal business practices and documented accordingly.

Supplemental Authorities and Guidance

4. **New York State Unified Court System, *Records Management Policy #9.0*** (rev. Nov. 2013), available at <https://www.nycourts.gov/d10files/2018-04/Policy9.pdf>. This source may be cited as a governmental policy example after confirmation of the full text and exact title from the PDF.
5. **New York State Office of the Attorney General, *Records Retention Policy*** (Jan. 2026), available at <https://ag.ny.gov/sites/default/files/2026-01/rfp-25-007-record-retention-policy.pdf>. This source may be used as a New York state-agency model policy example after confirmation of the relevant policy language.
6. **Vanta, *Your Guide to the CJIS Security Policy*** (Dec. 23, 2025), available at <https://www.vanta.com/resources/cjis-security-policy>. This source is a secondary industry summary of CJIS requirements and is useful for framing lifecycle protection of Criminal Justice Information, including destruction, but it is not a substitute for the FBI CJIS Security Policy itself.
7. **IS Decisions, *Comply with the CJIS Security Policy*** (May 3, 2026), available at <https://www.isdecisions.com/en/compliance/comply-with-cjis-security-policy>. This source is a secondary industry summary useful for operational discussion of CJIS controls, including auditing and retention of audit records, but it is not primary authority.
8. **Scality, *CJIS Compliant Storage Checklist for Agencies***, available at <https://www.solved.scality.com/cjis-compliant-storage/>. This source may be used as supplemental industry guidance after verification of the precise title and relevant text from the webpage.

RESOLUTION NO. 153.26

TO DECLARE LEAD AGENCY FOR WATER METER INSTALLATION PROJECT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the Town Board as Lead Agency under 6 NYCRR Part 617 SEQR (State Environmental Quality Review) on the installation of residential water meters in Water District #5.

SECTION 2. The Town Board of the Town of Rotterdam hereby declares this a Type 1 Action under 6 NYCRR Part 617 SEQR (State Environmental Quality Review).

SECTION 3. The Town Board of the Town of Rotterdam hereby authorizes the Town Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6 NYCRR Part 617 SEQR (State Environmental Quality Review).

SECTION 4. This resolution shall become effective May 13, 2026.

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 6, 2026
TO: John Polimeni, Town Supervisor
FROM: Peter Comenzo, Senior Planner *PC*
TITLE OF REQUEST: Declare Lead Agency for Water Meter Installation Project
TOWN BOARD MEETING: May 13, 2026

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

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

Coordinated Review Agencies:

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

Recommendation(s): Town Board should consider declaring lead agency and classifying this a Type 1 Action pursuant to NYCRR Part 617 – State Environmental Quality Review.

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

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYCRR Part 617 – State Environmental Quality Review

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

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

B. Government Approvals

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

C. Planning and Zoning

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

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district?	☒ Yes ☐ No
b. Is the use permitted or allowed by a special or conditional use permit?	☐ Yes ☒ No
c. Is a zoning change requested as part of the proposed action? If Yes,	☐ Yes ☒ No
i. What is the proposed new zoning for the site?	
C.4. Existing community services.	
a. In what school district is the project site located?	Mohonasen & Schalmont School Districts
b. What police or other public protection forces serve the project site?	Municipal
c. Which fire protection and emergency medical services serve the project site?	Local Volunteer Fire District, Private Ambulance service
d. What parks serve the project site?	N/A

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

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

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

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

D.2. Project Operations

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

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

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

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

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

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

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

c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____	☐ Yes ☒ No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: _____ _____	☐ Yes ☒ No
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____ _____	☐ Yes ☒ No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____ iii. Describe any development constraints due to the prior solid waste activities: _____ _____	☐ Yes ☒ No ☐ Yes ☒ No
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____	☐ Yes ☒ No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes – Spills Incidents database 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? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ _____ _____	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☐ No

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? _____ N/A 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: N/A _____ % _____ _____ % _____ _____ %	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: ☐ Well Drained: _____ % 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>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☒ No	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information: • Streams: Name _____ Classification _____ • Lakes or Ponds: Name _____ Classification _____ • Wetlands: Name _____ Approximate Size _____ • Wetland No. (if regulated by DEC) _____	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☐ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
i. Is the project site in a designated Floodway? ☐ Yes ☒ No	
j. Is the project site in the 100-year Floodplain? ☐ Yes ☒ No	
k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☒ Yes ☐ No If Yes: i. Name of aquifer: Great Flats	

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

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

F. Additional Information

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

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

G. Verification

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

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

Signature *Peter Comenzo* Title Senior Planner

PRINT FORM

RESOLUTION NO. 154.26

TO APPROVE BUDGET TRANSFERS TO THE 2026 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102,103,112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for **2026** are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
GENERAL	A1330 4400	TAX REPR/MACH CONTRACT	\$ 840.00
GENERAL	A1330 4405	TAX OFFICE TONER	\$1,200.00
GENERAL	A1680 4806	CENTRAL PRINTING SUPPLIES	(\$2,040.00)

SECTION 2. This resolution shall become effective May 13, 2026.

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM



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

LEGISLATIVE REQUEST FORM

DATE: **May 4, 2026**
TO: **John Polimeni, Supervisor**
FROM: **Comptroller's Office**

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

TOWN BOARD MEETING: To be placed on the Town Board Meeting of May 13, 2026.

Background Information: The Receiver of Taxes department has a copier lease that is being charged to the Town's Central Printing appropriation line, along with the related toner charges.

Evaluation/Analysis: The Receiver of Taxes Department's copier lease and toner costs should be reassigned to ensure copier expenses are accurately tracked by each department.

Recommendation(s): Budget transfers are required to reallocate departmental line items in order to properly assign the Receiver of Taxes Department's copier lease and toner expenses. It is requested that this item be placed on the Town Board agenda for May 13, 2026, for consideration and approval of the transfers.

Attachment/Document(s): None

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

RESOLUTION NO. 155.26

AMEND AND UPDATE THE SCHEDULE OF FEES

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to update the Schedule of Fees to incorporate all applicable fees set forth in the Town Code.

SECTION 2. This resolution shall become effective May 13, 2026.

* **DATED:** May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: May 1, 2026

TO: John Polimeni, Town Supervisor

FROM: Megan Griffin, Town Clerk

TITLE OF REQUEST: Update the Schedule of Fees

TOWN BOARD MEETING DATE: May 13, 2026

Background Information: A review of the Schedule of Fees was done.

Evaluation/Analysis: During the review of the Schedule of Fees, it was identified that certain fees outlined in the Town Code were not included in the Town Clerk's Department listing. Additionally, the water and sewer rents were not updated in 2025 to align with the adopted 2026 budget. The Schedule of Fees requires updating to ensure accuracy and consistency across all departments.

Recommendation(s): Amend and update the Schedule of Fees

Attachment/Document(s): Schedule of Fees updated 4.13.26

Compliance with Purchasing Policy? N/A

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

LEGISLATION PREPARED BY: Town Clerks Office

SCHEDULE OF FEES

POLICE DEPARTMENT

Chapter 71, Alarms.

A. Alarm installers

(1) Registration with Rotterdam Police Department required annually

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

C. Service fees

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

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

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

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

D. False alarms

(1) False alarm fees (each false alarm)

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

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

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

Identification Photograph Fees.

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

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

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

TOWN CLERK**Chapter 107, Dogs.**

The following dog licensing fees shall be charged:

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

Chapter 74, Amusements.

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

Chapter 78, Auctions and Auctioneers.

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

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

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

Chapter 98, Carnivals and Tent Shows.

A. License fee	\$500.00 per event
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Chapter 137, Food-Handling Establishments

A. Certificate of Registration Application Fee	\$250.00 per year
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Chapter 145, Garage Sales.

A. License fee	\$5.00 per day
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Chapter 150, Hawking, Peddling and Soliciting.

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

Chapter 173, Junkyards.

A. License	\$500.00 per year
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Chapter 225, Public Access to Records.

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

Chapter 229, Secondhand Dealers.

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

Chapter 244, Solid Waste.

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

Chapter 257, Taxis.

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

NYS Penal Law Section §405.00, Fireworks.

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

Insufficient Funds, Returned Check \$20.00

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

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

Special Categories

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

B. Applicable Fees for Parks and Recreational Equipment

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

DEPARTMENT OF PUBLIC WORKS

Chapter 89, Housing and Building Standards.

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

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

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

H. Building demolition

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

I. A. Pools

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

J. Permit renewal fee

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

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

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

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

(1) New Connection June 1, 2025 and after

(a) One, Two Family and Townhouses

Per dwelling unit	\$750.00
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(b) Multiple Dwellings

Apartment	\$750.00
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Each additional dwelling unit	\$750.00
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Hotel	\$750.00
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Owner occupied	\$750.00
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(c) Commercial

Per tenant space	\$1,000.00
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(d) Mixed Use Building

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

Per dwelling unit	\$ 750.00
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G. All Sewer Districts – User Rates (O+M Cost)

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

Chapter 249, Subdivision of Land.

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

Chapter 264, Vehicles and Junk , Outside Storage of.

- A. Administrative fee for noncompliance \$100.00

Chapter 265, Property Maintenance.

- A. Administrative fee for noncompliance \$100.00

Chapter 267, Water.

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

Water Department installed

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

C. Water District 3 and 4 user rates

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

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

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

D. Water District 5 user rates

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

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

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

- E. Advertising and printing notices for sewer district extension Actual Cost

F. Advertising and printing notices for water district extension	Actual Cost
G. Underground sprinkler system permits	\$75.00
H. Fire suppression system	\$50.00
I. Water from a Hydrant	
(1) Deposit for meter	\$4,000.00
(2) Minimum Charge	\$250.00
(3) After 15,000 gallons	\$0.25/2 gallons
Chapter 270, Zoning.	
A. Site Plan	
(1) Application	\$350.00
(2) Final site plan approval	\$350.00
B. Fee in lieu of parkland for	
(1) Residential developments not part of a subdivision	\$1,000.00 per dwelling unit
C. Special use permit.	
(1) Application fee	\$500.00
(2) Advertising fee	Actual cost of the legal notice
D. Variance	
(1) Application fee	
(a) Undeveloped property	\$500.00
(b) Developed property	\$250.00
E. Change of zone	
(1) Application fee	\$1,000.00
F. Waiver of site plan review	\$100.00
G. Traffic and sign installation fee	\$250.00 per sign for approved subdivision or site plans
H. Fences	\$75.00
(1) Chicken Permits	\$100.00 for first permit \$50.00 every year after
I. Signage	
(1) Pylon sign (reface)	\$75.00
(2) Pylon sign (new)	\$125.00
(3) All other signage	\$2.50 per square foot.
J. Site development plan	
(1) First acre of land	\$125.00
(2) Each additional acre of land	\$75.00
K. Home occupation permit	\$150.00
(1) Annual renewal	\$25.00
L. Accessory home care units	
(1) Initial permit	\$50.00
(2) Annual renewal	\$25.00
M. Zoning map (For Purchase in Town Clerk Office)	\$20.00
N. Stormwater inspection fee	\$100.00
O. Extension of a Final Subdivision	

(1) 1 st Extension	Free
(2) 2 nd Extension	\$150.00
(3) 3 rd Extension	\$300.00
(4) 4 th Extension	\$600.00
(5) all consecutive extensions	double in cost

HIGHWAY DEPARTMENT

Chapter 270, Zoning.

Highway Permit fees for all contractors shall be as follows:

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

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

Public utilities shall share a common trench. The public utility applying for the permit shall be responsible for the payment of all fees, the supplying of paints, and the restoration of the project. The Superintendent of Highways has the option to have the contractor complete all of the paving on large projects that may require an asphalt paver. If the contractor completes the paving, then a permit fee of \$100.00 will be charged.

RESOLUTION NO. 156.26

**TO AUTHORIZE THE SUPERVISOR TO REQUEST PROPOSALS FROM
ENGINEERING FIRMS TO PROVIDE DESIGN AND CONSTRUCTION SUPPORT
FOR INSTALLATION OF RESIDENTIAL WATER METERS**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

SECTION 3. The Town Board further acknowledges that the funding agency requires the Town to retain engineering services through a qualifications-based selection process.

SECTION 4. The Town Board hereby authorizes the Supervisor to review and rank submitted proposals and return to the Town Board with a recommendation for selection of the most qualified engineering firm for the project.

SECTION 5. This resolution shall become effective May 13, 2026.

DATED: May 13, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 7, 2026

TO: Town Supervisor and Board

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

TITLE OF REQUEST: To authorize the Supervisor to request proposals from engineering firms to provide design and construction support for installation of residential water meters.

TOWN BOARD MEETING: May 27, 2026

Background Information: The Town received a \$3,000,000 grant from the New York State Environmental Facilities Green Innovation Grant Program (GIGP) in 2025 to fund Phase 1 of residential water meter installations. Phase 1 involves the installation of water meters in areas of Water District #5 that are connected to sanitary sewers. It is expected that the design will be completed by the end of 2026 and construction by end of 2027.

Evaluation/Analysis: The Town is required by NYSDEC to meter all water customers in the current Water Withdrawal Permit. The Town is required by the funding agency to hire an engineering firm through a qualification-based selection process.

Recommendation(s): I recommend that the Town Board release the attached Request for Qualifications (RFQ) to the public, review and rank submitted proposals and select the most qualified engineering firm for this project.

Attachment/Document(s): RFQ

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): No

LEGISLATION WILL BE PREPARED BY: Supervisor's Office



Town of Rotterdam, New York

Request For Qualifications (RFQ):

Engineering Services for

Residential Water Meters Project

EFC Project Number C4-5465-17-00

DATE ISSUED: May 13, 2026

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REQUEST FOR QUALIFICATIONS – ENGINEERING SERVICES

NOTICE IS HEREBY GIVEN, that the Town of Rotterdam, NY, will accept qualifications from engineering firms until **2:00 pm on June 30, 2026**, for engineering services related to installation of new water meters in residential homes located throughout the Town of Rotterdam.

PLEASE TAKE FURTHER NOTICE that the Town of Rotterdam affirmatively states that in regard to any contract entered into pursuant to this notice, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit their qualifications in response to this RFQ.

The Town is an equal opportunity employer. *For more information on the requirements associated with the project funding and supplemental grant funds, please see the EFC website (www.efc.ny.gov/mwbe-forms) for a complete list of documents & requirements relevant to this project and necessary for all consultants & contractors under this project:*

Please contact Megan Griffin, Town Clerk, Town of Rotterdam, John F. Kirvin Government Center, at **(518) 355-7575, extension #352** for additional information concerning the RFQ.

All proposals submitted in response to this notice shall be marked "**RFQ – TOWN OF ROTTERDAM (Residential Water Meters Project)**" clearly on the outside of the envelope and mailed to the Town at the address below.

Town of Rotterdam
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, NY 12306
Attn: Megan Griffin – Town Clerk
Email: mgriffin@rotterdamny.org

INTRODUCTION

- A. Overview – The Town of Rotterdam is seeking Request for Qualifications (RFQ) from qualified professional engineering firms pursuant to the New York State General Municipal Law and in accordance with NYS Revolving Fund Architectural/Engineering Services Procurement for EFC Funded Projects. The Town received a grant from the Green Innovation Grant Program (GIGP) in 2025 to fund Phase 1 of water meter installations. The Town is utilizing this qualification procurement process to evaluate firms who can provide professional services to facilitate completion of a successful project. The selected firm will be required to comply with all applicable grant program requirements.

The Town received a \$3,000,000 grant from the GIGP for the water metering in August 2025 and the grant agreement is anticipated to be executed soon. The Town will provide \$1,000,000 in matching funds for a \$4,000,000 total project cost for Phase 1. It is expected that the project will be completed by the end of 2027.

The Town is required by NYSDEC to meter all water customers in the current Water Withdrawal Permit. The Town plans to begin installing residential water meters (Phase 1) in Water District #5. The professional services will include design work, grant administration, preparation of plans and specifications, bidding and contract documents, assistance with contract award, and construction oversight and inspections. The successful firm will work with the Town Board, Town Supervisor, Town Water Department and Town Counsel on the project.

Engineering firms with demonstrated experience in *Municipal Water System Projects* and NYSEFC GIGP funding requirements are invited to respond to this RFQ. It is understood that the selected firm acting as partnership, corporation, or other legal entity, is licensed to provide such services in New York State. The firm shall be financially solvent and each of its members if a joint venture, its employees, agents, or sub-consultants of any tier shall be competent to perform the services required under this RFQ document.

The Town is encouraging participation by Disadvantaged Business Enterprises (DBE). For the purposes of the project, the Town is requiring a *documented* DBE participation compliance & good faith effort per the program requirements. The DBE goal for this project is 20%. In addition, professional services firms or teams that include NYS Certified MBE or WBE firms and SDVOB businesses are strongly encouraged to submit proposals in response to the RFQ.

Nothing in this RFQ shall be construed to create any legal obligation on the part of the Town or any firms responding to this RFQ. The Town reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFQ in whole or in part, at any stage. In no event shall the Town be liable to firms for any cost incurred in connection with the RFQ process, including but not limited to, any and all costs of preparing a response to this RFQ, interviews or any other costs incurred in reliance on this RFQ. No firm shall be entitled to repayment from the Town for any costs, expenses or fees related to this RFQ. All supporting documentation submitted in response to this RFQ will become the property of the Town. Firms may also withdraw their interest in RFQ, in writing, at any point during the RFQ process as more information becomes known.

B. Time of Response – Below is the anticipated schedule from the start of the RFQ to town board approval of the agreement with selected firm:

a. RFQ Posted:	May 29, 2026
b. Qualifications Due:	June 30, 2026
c. Short list of up to three firms:	July 7, 2026
d. Interviews:	July 14, 2026
e. Engineering Firm Selected:	July 21, 2026
f. Contract Negotiations:	July 28, 2026
g. Town Board Agreement Approval:	August 12, 2026

- C. Contract Negotiations - After review and interviews are complete, the selected engineering firm shall provide the Town with a draft engineering agreement to include a detailed scope of work, itemized hours and cost per task and a not-to-exceed amount for review and approval. The Town will review and provide any comments and forward them back to the firm for further input and consideration. If an agreement of scope and cost is not reached with the selected firm, the Town may contact the second-ranked firm to provide a scope of work, itemized hours and cost per task and a not-to-exceed amount. If an agreement is reached, then the Town will execute the contract with this firm.
- D. Contract Execution - Once the contract Terms, Conditions and Cost have been approved, the final contract will need to be reviewed and approved by the town board. All funding program requirements must be completed and provided as part of the contract documents.
- E. Term of Contract - Any contract awarded pursuant to this RFQ solicitation shall be for a contract period of approximately **(2) years** and will expire upon completion of the project administrative closeout. **Substantial completion of the construction phase of the project must be completed no later than 10/31/27, and administrative closeout must be completed no later than 12/31/27.**
- F. Funding Agency Requirements - All Respondents must demonstrate capability to adhere to the following Funding Agencies' requirements that include:
- State Environmental and Historic Preservation reviews, i.e., SEQR and SHPO
 - Compliance with National Environmental Policy Act (NEPA), if applicable
 - Compliance with Disadvantaged Business Enterprise (DBE) requirements
 - Compliance with Equal Employment Opportunity requirements
 - Compliance with Build America Buy America (BABA), if applicable.
 - Equal Employment Opportunity (EEO) Compliance
 - Anti-Lobbying Policy
 - American Iron & Steel Compliance.

Dates and schedules provided by the Town and/or funding agency will be incorporated into project scope of work and schedule requirements.

PROFESSIONAL SERVICE REQUIREMENTS

A. General Scope of Work

The Town of Rotterdam Board commissioned a firm to provide engineering services in connection with updating the Town's water metering plan. The Town's water withdrawal permit includes a condition requiring that the Town meter all sources and customers. Currently, only the municipal wellfield sources and commercial and industrial users are metered. Therefore, the Town will be required to install meters for all users to comply with the NYSDEC requirement to meter all sources and customers. The report described the evaluation, findings, and recommendations for implementation of a water metering plan within the Town's existing water systems. A hard copy of the report is available for review at the Town Clerk's office.

For residential water meter installations, it is expected there are a few different installation conditions. Most homes have their water service enter the basement, and a water meter will be installed in this location. There are also many homes that are built on a concrete slab without a basement. These homes will require a meter pit to allow installation of a meter outside the home.

As residential users are not currently metered, new water meters will need to be cut into the existing service line or require the installation of additional piping instead of simply swapping out an existing meter. The installation of new water meters may require a meter horn. A meter horn is a device that reduces the length of pipe and fittings required to install a new meter in an existing run of pipe. Meter horns can be provided in different configurations including a plain horn, horns with integral ball valves, and horns that contain integral ball valves and check valves. Should check valves be installed, expansion tanks should also be provided to relieve pressure on the user side of the check valve from expansion caused by hot water heaters.

The goal of the project is to install residential water meters within the available budget, which is \$4,000,000. Funding through the NYS Environmental Facilities Corporation GIGP is anticipated to be \$3,000,000. The remainder (\$1,000,000) will be the Town match. This project will be the first phase of the overall plan, which is to have all residential and commercial water users metered.

All proposed improvements will take place in the Town of Rotterdam. New water meter installations will take place within private residences by a contractor hired by the Town.

Engineering firms shall be required to provide the following tasks, at a minimum:

- Task 1: Potential assistance with documentation needed to secure phase 1 funding
- Task 2: Preliminary Design – This includes selection of preferred water meter, finalization of an Engineer's Opinion of Probable Costs, and plans and specifications to be used for the meter installations. This phase will also include any necessary environmental reviews including coordination with all involved agencies, permit applications, and funding agency technical review of plans and specifications. As all work will occur within residences or in areas previously disturbed by water service installations, and environmental permitting.
- Task 3: Public Education & Involvement – Public education is an important step in ensuring that users understand not only the requirements for water metering, but also the benefits that water metering can provide. Public involvement is also important because homeowners will need to grant access to their property for meter installation. This task may include holding public hearings during Town Board meetings and public informational meetings to discuss the benefits of water metering and the proposed implementation in the Town of Rotterdam.

- Task 4: Develop Policies, Procedures, and Regulations - The Town has drafted a Water Meter Policy and Procedures document. As the metering plan progresses through the various tasks, it may become necessary to update the draft policy accordingly.
- Task 5: Detailed Design Phase - Final plans, specifications and construction bid documents for the installation of water meters throughout the entire Town will be developed. The design may be updated for future phases of meter installations based on field conditions observed under Phase 1 of meter installations.
- Task 6: Bid, Award, and Construction - The plans and specifications developed under Task 5 for water meter installations will be bid and awarded to the selected contractor. It is anticipated that the contract will may include a clause to allow the Town to renew this contract with the selected contractor for subsequent future phases of meter installations.
- Task 7: Phase 1 Meter Installation- This task will include construction phase activities of the first phase of water meter installations. Work to include on site construction observation, review of contractor's payment requests, and all other construction related activities.

Additional scope of work may be required as per the funding agency. The consultant shall be responsible for coordinating all aspects of this project and addressing any questions or concerns of the funding agency and any other regulatory agencies as required. Additionally, the consultant shall work to meet DBE participation requirements and goals, as required for funding compliance. Prevailing wage rate documentation is required for this project, as determined by DOL, and must be included with the bidding documents.

B. Qualifications and Experience

This Request for Qualifications will determine the most qualified Engineering Firm to provide funding administration, program work, survey, design, prepare permitting and bidding documents, proceed with construction administration and observation including following all County, State and Federal rules and regulations.

C. Quality of Work

All work shall follow recognized professional practices and standards and meet the specifications required by local, state and federal approval of the project's plans, specifications and construction bid documents prior to advertising the project for construction bidding.

SUBMITTAL REQUIREMENTS

A. Requirements

1. Certificate of Authority (Corporation) or Certificate of Existence (ex: Professional Limited Liability Company or “PLLC”) issued by the NY Secretary of State
2. Evidence of Insurance: Commercial General Liability with limits not less than \$2,000,000; Workers Compensation and Employers Liability with limits not less than \$500,000; Automobile Liability with limits not less than \$1,000,000 per occurrence.
3. References: At least three (3) references of *related projects*, including date of project, contact person and phone number, a description of the project and firm’s role.
4. Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the Town.

B. Letter of Interest

Submit a Cover Letter of Interest signed by a duly authorized officer of the firm, not to exceed two pages in length. The Letter of Interest must also include the following information:

- The principal place of business and the contact person, title, telephone/fax numbers and email address.
- A summary of the qualifications of the firm and team. Include all proposed subconsultants and if they are WBE, MBE, DBE and service-disabled companies.
- Description of organization (i.e. Professional Corporation, or Professional Limited Liability Company).
- The names and business addresses of all Principals. For purposes of this RFQ “Principals” shall mean individuals possessing an ownership interest in the firm.
- If the firm is a partially owned or fully owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the firm.

C. Main Proposal Content

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the Respondents in conformity with the requirements of this RFQ. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this project. It should also specify an approach that will meet the request for proposals requirements.

The proposal should address all the points outlined in the request for qualifications. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for qualifications. While additional data may be presented, the following items must be included; this represents the criteria against which the proposal will be evaluated.

1. **Qualifications Proposal:**

Provide a synopsis of the years of experience and detailed qualifications in performing the range of municipal drinking water system and plant experience on various project types in compliance with applicable standards, including team's resumes. Respondents should provide narrative examples of a minimum of five (5) projects in detail that are similar in nature to the project described in this RFQ. References, including names, addresses, and telephone numbers from former clients shall be provided.

2. **Technical Proposal:**

- a. **Project Management Plan:** Discuss approach to the project in terms of understanding of the established Scope and Deliverables execution, with regard to any constraints identified in this RFQ, to include funding requirements. Provide a plan for engaging the Town's project team and regulatory agencies required. Provide the number of full-time and part-time employees, partnerships or subconsultants proposed and their value to the project.
- b. **Schedule:** Capacity to complete the scope of work within the defined period of performance: August 2026 – December 2027. The successful Respondent will have a detailed project schedule & work plan to illustrate the ability complete the work with respect to constraints, either stated or assumed. Include a brief Gantt chart to illustrate your proposed schedule.
- c. **Funding Agency Experience:** Respondents shall cite previous project experience in working with DBE firms, cite any existing partnerships with DBEs or cite the planned DBE partnerships relevant to addressing requirements of this project & RFQ.

SELECTION PROCESS

The Selection Committee is comprised of the Town staff who will review each firm's qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted timely and comply with the mandatory requirements of the RFQ will be evaluated and ranked in accordance with the terms of the RFQ. Professional services shall be awarded to a firm whose proposal received the most points in accordance with criteria set forth herein. Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable. In the event that a contract cannot be negotiated with the most highly qualified firm. Negotiation will then continue in order of the qualifications ranking.

EVALUATION CRITERIA AND SCORING

In evaluating responses to this Request for Qualifications, the Town will take into consideration the experience, capacity, and funding experience that are being proposed by the Respondent. The following Evaluation Criteria will be considered in reviewing submittals:

The point system is to evaluate the experience and capacity of the Respondent. Maximum is **100 Points**:

- Respondents will be awarded up to **20 Points** for **Completeness of Response**.
- Respondents will be awarded up to **40 Points** for **Qualifications Proposal**.
 - ***Related Project Experience: 30 Points***
 - ***Public Funding Experience: 10 Points***
- Respondents will be awarded up to **40 Points** for the **Technical Proposal**:
 - ***Project Management Plan: 10 Points***
 - ***Detailed Schedule: 10 Points***
 - ***Scope of Services 20 Points***

QUESTIONS

Questions must be submitted in writing to Megan Griffin, Town Clerk, via email, which is mgriffin@rotterdamny.org and Fred Mastroianni, Town Consultant Engineer via email, which is fmastroianni@rotterdamny.org. The Town may issue an addendum in response to the questions. No responses will be provided for questions submitted within 1 week of the response date.

SUBMITTAL DUE DATE

Responses to this RFO are due on June 30, 2026, by 2:00 pm. RFQ responses must be submitted via US mail or in person. Please provide three (3) bound hard copies and one (1) electronic copy.

All Qualifications submitted in response to this notice shall be marked "**RFQ – TOWN OF ROTTERDAM (Residential Water Meters Project)**" clearly on the outside of the envelope and mailed to the Town at the address below:

Town of Rotterdam
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, NY 12306
Attn: Megan Griffin – Town Clerk
Email: mgriffin@rotterdamny.org

RFQ SUBMITTAL REQUIREMENTS CHECKLIST

FOR THE RESPONDENT TO PROVIDE:

- ☐ Letter of Interest
- ☐ Qualifications to include:
 - Description and overall capability of firm and any subconsultants
 - Firm Experience to include a minimum of five (5) similar projects. Include contact name, phone number and email address of the clients
 - Resumes of key staff identified to work on project
 - Any other relevant information that would show the firm's and proposed subconsultant's capabilities to complete this type of project
- ☐ Technical Proposal:
 - Project Management Plan (Describe your approach in moving the project forward)
 - Expand on the Draft Scope of Work based upon the initial tasks identified herein
 - Detailed Schedule tied into the scope of work (Provide in a Gantt Chart or similar format)
 - DBE Participation goal percentages and include proposed firm(s) role in the project and qualifications to perform the work.