

MEETING OF THE ROTTERDAM TOWN BOARD

September 24, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

PROCLAMATIONS

EXECUTIVE SESSION

PRESENTATIONS

- National Grid Inghams to Rotterdam Project

PUBLIC HEARING

1. To recognize the introduction of introductory local law no. __ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam to be consistent with current ADA accessibility guidelines, design standards and specifications.
2. To recognize the introduction of Introductory Local Law No. __ of 2025; To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" by amending the signage to state "No Parking on Saturdays and Sundays from September 1 through November 30".
3. For the consideration of entering into a lease agreement for the use of warehouse space from FG Rotterdam Holdings, LLC for the lease of a portion of Building 20 consisting of 7300 square feet, for the purpose of storing Town equipment.

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS: RESOLUTIONS

293.25 Accepting Town Board Meeting Minutes. Pg. 53

294.25 To declare IT equipment obsolete. Pg. 90

295.25 To authorize the Town Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association (CSEA) to settle the grievance regarding crew leader pay. Pg. 93

296.25 To authorize final payment and release of retainage to Carver Construction, Inc. Pg. 95

297.25 Establishing Water/Sewer rents and contract assessments for the year 2025 for the Water/Sewer Districts. Pg. 100

298.25 To negotiate and execute an agreement with County Waste & Recycling for waste pickup at 26 W. Campbell Road. Pg. 103

299.25 To authorize the installation of an additional streetlight along Main Street in Rotterdam Junction. Pg. 110

LIAISON REPORTS

MISCELLANEOUS

ADJOURNMENT

Mollie A. Collins, Supervisor

PUBLIC HEARING #1

09/24/25

To recognize the introduction of introductory local law no. ___ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam to be consistent with current ADA accessibility guidelines, design standards and specifications.

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

RESOLUTION NO. 286.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2025; TO REPEAL CHAPTER 247 STREETS AND SIDEWALKS SECTIONS §247-4 THROUGH §247-14 AND ADOPT THE NEW CHAPTER 247 SECTIONS §247-4 THROUGH §247-14 OF THE CODE OF THE TOWN OF ROTTERDAM AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS The Town Code related to Chapter 247 – Street and Sidewalks, sections 247-4 through 247-14 is outdated with respect to current sidewalks specifications and design; now

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. __ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam to be consistent with current ADA accessibility guidelines, design standards and specifications.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

To recognize the introduction of Introductory Local Law No. __ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam to be consistent with current ADA accessibility guidelines, design standards and specifications.

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

DATED: September 10, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk

Post

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



Changes to Chapter 247 Streets and Sidewalks, from sections 247-4 of Article 1, 247-5 through 247-12 of Article II and 247-13 through 247-14 of Article III

Article I Use

§ 247-4 Penalties for offenses.

Any person violating any of the provisions of this article shall, upon conviction before the Justice of the Town of Rotterdam, be fined in a sum not to exceed \$1000 or imprisonment for a term not to exceed 15 days, or both, for each offense.

Article II Construction of New and Replacement of Existing Sidewalks

§ 247-5 Permit required in the public right of way.

- A. A permit to construct new or replace existing sidewalks shall be issued by the Town of Rotterdam Code Enforcement Officer/Building Inspector. No individual, company, organization and/or its agents shall be permitted to construct or replace sidewalks on the Town's right of way without first securing a permit and complying with the current conditions and specifications. For sidewalks on County and State right of way, a permit may be needed from them and comply with their conditions and specifications.
- B. A permit, when issued by the Town, shall be valid for up to 180 calendar days. The permitted time period can be extended only if approved by the Code Enforcement Officer/Building Inspector. The permit may be revoked for cause and/or failure to comply with current design and specifications. Revocation of the permit shall be issued in writing. If the permit is revoked, it shall be unlawful for the person holding said permit, the owner of premises and/or his agents and employees to continue with the construction of the sidewalks.
- C. The Code Enforcement Officer/Building Inspector shall be notified by the owner or contractor prior to commencement and provide a schedule for the work. The Code Enforcement Officer/Building Inspector or a Town

representative shall inspect the work as necessary during construction. Disputes such as grades, thickness of concrete, workmanship and proper construction of sidewalks shall be decided by the Code Enforcement Officer/Building Inspector or other authorized Town representatives. The decision as to the quality of work and meeting the requirements of approved plans and specifications shall be final unless the party aggrieved shall, within ten (10) calendar days after the decision, apply to the Town Board to review the same. No new construction or replacement of sidewalks shall be carried out after revocation of permit or pending the decision of the Town Board. The decision of the Town Board shall be final. Violations of this article shall be prosecuted by the Code Enforcement Officer/Building Inspector.

§ 247-6 Applicability.

- A. Consistent with the Town's Complete Streets Policy and the Americans with Disabilities Act (ADA) Evaluation and Transition Plan, the Town recognizes the need to encourage and facilitate the development of a safe system of sidewalks for pedestrian travel and recreational use, which will enhance the health and safety of residents, business owners, and visitors. It is the Town's desire to encourage new construction or replacement of sidewalks along major and minor arterials, collector streets, and residential neighborhoods as part of the development or redevelopment of new projects
- B. During the project initial development phase, the Town's Complete Streets Policy that includes the checklist shall be referenced and adhered to the possible extent by the developer, engineer, Town Planning Commission and Town Board as part of the development or redevelopment of new projects.
- C. As part of the review of subdivision and site plan application projects, the Planning Commission is authorized to consider the need to construct new sidewalks or replace deteriorated sidewalks and other pedestrian accommodations on the site as well as along the street frontage(s). Connections to building entry points or other focal points of the project should be included to provide accessible and connecting pedestrian routes. The cost of sidewalk construction shall be at the project

developer's expense. In addition, the developer may be required by the Planning Commission to fund the services of a Town Designated Engineer (TDE) to oversee the construction of the project for compliance with the approved plans and specifications. The TDE will have the same authority as a Town representative to approve the work or disapprove if not in compliance with the approved plans and specifications.

- D. The Town Board may authorize the construction or replacement of sidewalks along any public street as part of a Town sponsored project, with the cost of design and construction to be funded by the Town, unless other funding sources are obtained for the project. The Town may submit project applications for funding a portion or all the cost prior to committing Town resources.
- E. The Schenectady County Department of Engineering and Public Works and the New York State Department of Transportation may construct or replace sidewalks along county and state highways, respectively in the Town, and are exempt from the permitting requirements stated in Section 247-5.
- F. Individuals, multiple landowners, and business owners may propose constructing or replacing sidewalks along public streets, provided the Town Board or Planning Commission approves the plans and specifications. The cost of sidewalk construction and any inspection services in this instance is to be funded by individuals, landowners, or business owners. Consideration may also be given by the Planning Commission as part of the review and approval process of a project to the establishment of a sidewalk district that would fund for future maintenance and replacement of the sidewalks.

§ 247-7 Materials and Design.

- A. The sidewalk surface must be firm, stable and slip resistant. The preferred sidewalk material is Portland Cement and meet the requirements of Section 608 in the Construction and Materials, New York State Department of Transportation, latest edition, and as amended by the Town specifications. Where sidewalks are located adjacent to a street, the overall width shall be a minimum of five (5) feet, measured from edge to

edge. The Planning Commission may require a minimum of six (6) feet or more overall width in commercial areas. If sidewalks are placed adjacent to curbing or asphalt wing gutter, the width of the curb and wing gutter is not included as part of the sidewalk width. If due to physical constraints, five (5) feet wide sidewalks in residential areas or six (6) feet wide in commercial areas cannot be provided, a minimum of four (4) feet is allowed, except that five (5) feet wide by five (5) feet long passage area is provided at a maximum distance of every 200 feet. The Town will only approve the reduced width in unusual circumstances such as due to physical or right of way constraints, where there is no other option to provide adequate pedestrian access and mobility.

- B. The concrete sidewalks' thickness shall be a minimum of four (4) inches, except at driveways where the thickness shall be a minimum of six (6) inches. The minimum compressive strength of concrete shall be 3,500 psi at the end of 28 calendar days. All concrete exposed to freeze-thaw cycles shall contain air entrainment between the range of 5% to 7% in accordance with applicable sections of ACI and ASTM specifications. The contractor is to perform field and laboratory testing of the concrete as required by the code enforcement officer and provide the results to the Town prior to acceptance. Welded wire mesh shall be installed at the midpoint of the sidewalk thickness for additional strength. The mesh shall be six (6) inches by six (6) inches – W2.9 x W2.9 unless otherwise approved by the Town. The sidewalks shall include expansion joints and tooled edges, and the surface shall have a broom finish at right angles to the run of sidewalks. Gravel subbase shall be provided under the sidewalks at a minimum thickness of six (6) inches.
- C. Sidewalks shall not have vertical discontinuities. Where new sidewalks are constructed adjacent to an existing sidewalk and vertical discontinuities is present of up to ½ inches, the existing sidewalk to be beveled with a maximum grade of 50 percent. Anything larger than ½ inch, the existing adjacent sidewalk must be removed and replaced such that there are no vertical discontinuities.
- D. Sidewalks located along the streets are preferred to be offset from the curb, wing gutter or pavement edge (where curb and wing gutter is not provided) five (5) feet, measured from the back side of curbing, wing

gutter or pavement to the front edge of sidewalk. If five (5) feet is not available due to physical and right of way constraints, a minimum of three (3) feet offset shall be provided. A landscaped treatment shall be provided between the curb, wing gutter or pavement and the front edge of sidewalk. Hard surface and other impervious materials between the curb, wing gutter or pavement and the front edge of sidewalk shall only be allowed in commercial areas and if approved by the Planning Commission. The hard surface may include brick, stone, decorative stamped concrete, asphalt, or other similar aesthetic materials as approved by the Planning Commission. For unusual circumstances where an offset cannot be provided, the Planning Commission may wave this requirement.

- E. Asphalt surface will only be allowed on a very limited basis such as constructing a multi-use path to accommodate both pedestrians and bicyclists and approved by the Planning Commission. The design and cross section of multi-use paths shall meet the applicable design criteria and standards that include compliance with ADA design guidelines. The asphalt thickness shall be a minimum of four (4) inches along with eight (8) inches of subbase material.
- F. Design and Construction of sidewalks shall be consistent with the Town's latest American with Disabilities Act (ADA) Evaluation and Transition Plan dated February 2025, and latest Complete Streets Policy, along with any future revisions to those documents. All requirements shall be followed unless otherwise approved by the Town Planning Commission or Town Board.
- G. At all pedestrian crossings, ADA accessible ramps shall be provided along with cast iron detectable warning units. Appropriate traffic control signs and high visibility crossing surfaces must be provided as per the latest version of the Manual of Uniform Traffic Control Devices and New York State Supplemental requirements.
- H. Sidewalks must be accessible to all and located within the right of way when placed along a public street. If adequate right of way is not available, then land must be dedicated to the Town so that the sidewalk can be accessed by the public. The land will need to be dedicated to the

Town in the form of transfer of landownership or via a permanent easement as determined by the Planning Commission.

- I. The construction of sidewalks shall be performed in good and workmanlike manner, and no deviation from the plans and specifications will be permitted without prior approval from the Town. At the completion of the work, the Town will perform a final inspection, and if any corrections are identified, they will need to be made prior to acceptance.
- J. Sidewalks typically follow the grades of the street. However, the sidewalk longitudinal grade should not exceed 5%. In addition, the vertical changes between sidewalk panels shall not be more than what is allowable for compliance with ADA requirements. The cross slope shall typically be 1.5% and not exceed 2%, except at roadway crossings, where the cross slope shall typically follow the street cross section.
- K. Where sidewalks cross driveways, the recommended design is for the driveway profile to be modified to match with the sidewalk location and elevation. If due to unusual circumstances where that is not possible, the sidewalk can be sloped to accommodate the driveway profile but shall not exceed 5% running slope. The sidewalk material shall continue running across all driveways.

§ 247-8 Curb Ramps.

- A. The minimum width for sidewalk curb ramps is five (5) feet. The running slope shall be no greater than 5% and the maximum traversable slope in the direction of pedestrian travel shall not exceed 8.33%. A level landing pad at street intersections shall be provided.
- B. Grates, access covers, and similar surfaces should not be located within the pedestrian access route, curb ramps and landing pads. Where this cannot be avoided, the long dimensions of the grates must be oriented perpendicular to the most frequent direction of travel.

Single diagonal curb ramps serving two (2) street crossing directions should be avoided and only considered where there are no other practical alternatives. Each crossing should typically include two (2) separate curb ramps.

§ 247-9 Detectable Warnings.

The detectable warning units shall be provided at all crossings and comply with NYSDOT Standard Specifications. The material shall be made of cast iron and colored surface shall be red – federal standard number 31350, unless otherwise approved by the Town. The warnings shall be installed on a concrete surface.

§ 247-10 General provisions.

Sidewalks shall be accessible to all users and meet or exceed the minimum requirements for design and construction as stated in other sections and as per ADA requirements. If full compliance is not possible due to physical and right of way constraints, accessibility must be provided to the maximum possible extent, and any non-compliance must be approved by the Town. The following shall be considered for all projects where pedestrian traffic is anticipated or expected:

- A. Minimize where practicable pedestrian crossing distances at street intersections.
- B. Provide pedestrian refuge islands where practicable at mid-block street crossings.
- C. Provide pedestrian scale lighting to improve night-time visibility and overall safety.
- D. At signalized intersections, provide accessible and safe pedestrian crossing features as per NYSDOT design standards and guidelines.
- E. As part of a development project, any nearby deteriorated or non-accessible sidewalks exist, they should be replaced at a minimum on the developed side, and preferably both sides of the street.
- F. For residential development projects, new sidewalks should be provided along both sides of the street unless otherwise approved by the Planning Commission. For commercial development, the Town may require new sidewalks on one or both sides of the street to accommodate pedestrian travel.

- G. Where trees, buildings and other objects overhang the sidewalk, a minimum vertical clearance of six (6) feet - six (6) inches shall be provided. Any obstructions below the minimum vertical clearance shall be removed.
- H. Adequate sight distance is to be provided at all locations, including pedestrian crossings. If that is not possible due to physical constraints, advisory signs, traffic calming measures or other devices may be required by the Planning Commission.
- I. No concrete shall be mixed or prepared on the street surface or curbing and such mixing or preparing concrete on the street surface or curbing is hereby declared a violation of this article.

§ 247-11 Landscaping, Lighting and other amenities.

Enhancing the streetscape should be considered for all projects. This includes adding street trees, bushes, plantings, porous pavement, vegetated retention areas to treat stormwater, benches, and other amenities such as pedestrian scale lighting. However, landscaping, textured pavement, gateway treatments, lighting and other amenities are not to impede walkways, ADA access and sight lines.

§ 247-12 Design Approval.

All sidewalk projects shall be approved by the Planning Commission or Town Board during site plan or subdivision review and prior to the start of construction. If there are any sidewalks that do not comply with town standards, the design engineer shall provide written justification for review and approval.

Article III Maintenance and Snow Removal

§ 247-13 Maintenance.

- A. No person shall plow, shovel or otherwise place snow or ice on municipal property. For purposes of this section, municipal property shall include all parcels of property owned by any municipality. Municipal property shall also include all municipal rights-of-way, including all sidewalks thereon.
- B. All sidewalk surfaces located on private property shall be maintained in a safe and passable condition. Sidewalks shall be regularly cleared of snow and ice by the property owner.
- C. For sidewalks located along County and State highways, the Town may be responsible for the maintenance as per any maintenance agreements. If no maintenance agreements are in place, the adjacent property owner shall be responsible for maintenance, including snow removal.
- D. For sidewalks located along town roads and streets, the adjacent property owner shall be responsible for maintenance, including snow removal.
- E. Notice of failure to remove snow, ice or other obstructions - Written notice of violations of the provisions stated in this section shall be served by the Code Enforcement Officer/Building Inspector, describing the violation and requiring the forthwith removal of the conditions constituting the violation by the owner and/or developer. In the event such premises are untenanted or vacant, or if tenanted or unoccupied, and the tenant, occupant or other adult person cannot with due diligence be found on the premises, or in the event notice of violation is served and the violation is not forthwith remedied, the Town is hereby authorized to cause the same to be done at the expense of the Town, and any and all such expenses may be assessed as a lien against the subject property of the owner and enforced in accordance with the procedure prescribed in Article 3 of the Lien Law for the enforcement of mechanics' liens on real property.

§ 247-14 Penalties for offenses.

Any person violating any of the provisions of this article shall, upon conviction before the Justice of the Town of Rotterdam, be fined in a sum not to exceed \$1000 or imprisonment for a term not to exceed 15 days, or both, for each offense.

PUBLIC HEARING #2

09/24/25

To recognize the introduction of Introductory Local Law No. __ of 2025; To amend Chapter 266, “Vehicles and Traffic”, Section 52, entitled “Schedule XII: No Parking At Any Time” by amending the signage to state “No Parking on Saturdays and Sundays from September 1 through November 30”.

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

RESOLUTION NO. 287.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. ____ OF 2025; TO AMEND CHAPTER 266, "VEHICLES AND TRAFFIC", SECTION 52, ENTITLED "SCHEDULE XII: NO PARKING AT ANY TIME" AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS, Local Law No. 4 of 2021 was enacted on June 23, 2021, to add No Parking signs along several streets near the Pop Warner Football field; and

WHEREAS, Pop Warner Football now has a parking area, and games are only held on Saturdays and Sundays from September 1 through November 30 which has reduced the need for spectators to park on the side streets during the week and off months; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2025; To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" and schedule a public hearing.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

To recognizes the introduction of Introductory Local Law No. ____ of 2025; To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" by amending the signage to state "No Parking on Saturdays and Sundays from September 1 through November 30".

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

DATED: September 10, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk

Post

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



Proposed amendment to Local Law No. 4 of 2021:

All “No Parking At Any Time” signs shall now state: “No Parking on Saturdays and Sundays from September 1 through November 30” on the following streets:

Bernard Street in both directions from Vinewood Avenue to Palma Avenue; and		
Name of Street	Side	Location
Aster Street	North	Fern Avenue to Evergreen Avenue
Aster Street	South	Thirty Feet to Lawn Avenue
Fern Avenue	East	Lilac Street to Tulip Street
Fern Avenue	West	Thirty Feet to Remsen Street
Fern Avenue	West	Thirty Five Feet to Aster Street*
Fern Avenue	West	Thirty Five Feet to Tulip Street*
Lilac Street	North	Fern Avenue to Lawn Avenue
Lilac Street	South	Thirty Feet to Lawn Avenue
Remsen Street	North	Palma Avenue to Paul Avenue
Remsen Street	South	Thirty Five Feet to Fern Avenue*

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR

ROSSANA ROSADO
SECRETARY OF STATE

July 1, 2021

Diane M Marco
Town of Rotterdam Clerk
John F Kirvin Government Center
1100 Sunrise Blvd
Rotterdam NY 12306

RE: Town of Rotterdam, Local Law 4 2021, filed on June 28 2021

Dear Sir/Madam:

The above referenced material was filed by this office as indicated. Additional local law filing forms can be obtained from our website, www.dos.ny.gov.

Sincerely,
State Records and Law Bureau
(518) 473-2492

RECEIVED

JUL 13 2021

Town of Rotterdam
TOWN CLERK'S OFFICE



**Department
of State**

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

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

of ROTTERDAM

Local Law No. 4 of the year 2021

A local law To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No
(Insert Title)
Parking At Any Time" to include the following modifications: Aster Street North Side

Fern Avenue to Evergreen Avenue; Aster Street South Side Thirty Feet to Lawn Avenue

Fern Avenue East Side Lilac Street to Tulip Street; Fern Avenue West Side

Be it enacted by the Rotterdam town Board of the
(Name of Legislative Body)

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

of ROTTERDAM

as follows:

(Con't) Thirty Feet to Remsen Street; Fern Avenue West Side Thirty-Five Feet to Aster Street*; Fern Avenue West Side Thirty-Five Feet to Tulip Street*; Lilac Street North Side Fern Avenue to Lawn Avenue; Lilac Street South Side Thirty Feet to Lawn Avenue; Remsen Street North Side Palma Avenue to Paul Avenue; Remsen Street South Side Thirty-Five Feet to Fern Avenue*

(If additional space is needed, attach pages the same size as this sheet, and number each.)

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Senior Center, 2639 Hamburg Street Rotterdam, New York on Wednesday, June 23, 2021 at 5:30 p.m., the following resolution was made:

RESOLUTION NO. 185.21

ADOPT LOCAL LAW NO. 4 OF 2021

WHEREAS, a public hearing was called for by the Town Board of the Town of Rotterdam on June 9, 2021; and

WHEREAS, pursuant to notice duly published in the official newspaper of the Town of Rotterdam, the Town Board of the Town of Rotterdam held a public hearing on the 23rd day of June 2021 at the Rotterdam Senior Center, 2639 Hamburg Street, Rotterdam, New York, at 5:30 p.m. and via electronic means pursuant to the COVID executive orders related to the ongoing pandemic; and

WHEREAS, said public hearing was conducted on June 23, 2021, at the Town of Rotterdam Senior Center, 2639 Hamburg Street, Rotterdam, New York, upon adoption of a Proposed Local Law of the Year 2021, for the following purpose:

To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" to include the following modifications:

Bernard Street in both directions from Vinewood Avenue to Palma Avenue; and		
Name of Street	Side	Location
Aster Street	North	Fern Avenue to Evergreen Avenue
Aster Street	South	Thirty Feet to Lawn Avenue
Fern Avenue	East	Lilac Street to Tulip Street
Fern Avenue	West	Thirty Feet to Remsen Street
Fern Avenue	West	Thirty-Five Feet to Aster Street*
Fern Avenue	West	Thirty-Five Feet to Tulip Street*
Lilac Street	North	Fern Avenue to Lawn Avenue
Lilac Street	South	Thirty Feet to Lawn Avenue
Remsen Street	North	Palma Avenue to Paul Avenue
Remsen Street	South	Thirty-Five Feet to Fern Avenue*

WHEREAS, all persons were duly heard both in the affirmative and negative thereon; NOW

THEREFORE, UPON MOTION OF Councilmember SIGNORE, seconded by Councilmember

GUIDARELLI,

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ROTTERDAM .

LOCAL LAW NO. FOUR (4) OF THE YEAR 2021

SECTION 1. Proposed Local Law of the Year 2021 of the Town of Rotterdam to amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" to include the following modifications:

Name of Street	Side	Location
Aster Street	North	Fern Avenue to Evergreen Avenue
Aster Street	South	Thirty Feet to Lawn Avenue
Fern Avenue	East	Lilac Street to Tulip Street
Fern Avenue	West	Thirty Feet to Rensen Street
Fern Avenue	West	Thirty-Five Feet to Aster Street*
Fern Avenue	West	Thirty-Five Feet to Tulip Street*
Lilac Street	North	Fern Avenue to Lawn Avenue
Lilac Street	South	Thirty Feet to Lawn Avenue
Rensen Street	North	Palma Avenue to Paul Avenue
Rensen Street	South	Thirty-Five Feet to Fern Avenue*

SECTION 2. Local Law No. Four (4) of 2021 of the Town of Rotterdam shall be adopted, and the Town Clerk is hereby directed to file such local law in the Office of the New York State Department of State in compliance with all applicable legal requirements.

SECTION 3. This local law shall take effect upon filing with the Secretary of State of the State of New York, as required by Section 27 of the Municipal Home Rule Law.

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

DATED: June 23, 2021

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli	X		
Miller-Herrera	X		
Signore	X		
Tommasone			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, DO HEREBY CERTIFY that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 23, 2021 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 25, 2021.



Diane M. Marco

Diane M. Marco, Town Clerk

PUBLIC HEARING #3

09/24/25

For the consideration of entering into a lease agreement for the use of warehouse space from FG Rotterdam Holdings, LLC for the lease of a portion of Building 20 consisting of 7300 square feet, for the purpose of storing Town equipment.

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

RESOLUTION NO. 291.25

**RESOLUTION CALLING FOR A PUBLIC HEARING REGARDING THE PROPOSED
LEASE OF WAREHOUSE SPACE FOR STORAGE OF TOWN EQUIPMENT**

WHEREAS, the Town of Rotterdam has identified the need for additional storage space for various Town-owned equipment due to insufficient existing space; and

WHEREAS, the Town is considering entering into a lease agreement for the use of warehouse space from FG Rotterdam Holdings, LLC for lease of a portion of Building 20 consisting of 7300 square feet, for the purpose of storing such equipment; and

WHEREAS, pursuant to Section 198 of the New York State Town Law, a public hearing is required prior to entering into a lease agreement involving real property interests.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby calls for a public hearing to be held on September 24, 2025, at 7:00 P.M, located at the John F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York, to hear all interested persons regarding the proposed lease of warehouse space for the storage of Town equipment.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

For the consideration of entering into a lease agreement for the use of warehouse space from FG Rotterdam Holdings, LLC for the lease of a portion of Building 20 consisting of 7300 square feet, for the purpose of storing Town equipment.

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

DATED: September 10, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk

Post

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



LEASE AGREEMENT

for

**BUILDING 20
ROTTERDAM CORPORATE PARK
SCHENECTADY, NEW YORK**

between

**FG ROTTERDAM HOLDINGS, LLC
220 HARBORSIDE DRIVE, SUITE 300
SCHENECTADY, NEW YORK 12305**

and

**TOWN OF ROTTERDAM
1100 SUNRISE BOULEVARD
ROTTERDAM, NEW YORK 12306**

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[THIS PAGE TO BE CORRECTED UPON FINALIZATION OF LEASE]

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the ____ day of _____, 2025, between **FG ROTTERDAM HOLDINGS, LLC**, a New York corporation, having an office at 220 Harborside Drive, Suite 300, Schenectady, New York 12305, hereinafter referred to as the "Lessor" and **TOWN OF ROTTERDAM**, which has a business office at 1100 Sunrise Boulevard, Rotterdam, New York 12306, hereinafter referred to as the "Lessee".

WITNESSETH that the Lessor hereby leases to the Lessee and the Lessee hereby hires and takes from the Lessor those premises described as a portion of Building 20 consisting of approximately 7,300 square feet (the "Demised Premises", as shown on the Floor Plan attached hereto and made a part hereof, as Exhibit A), located in the Rotterdam Corporate Park, Town of Rotterdam, County of Schenectady, State of New York (the "Park"), upon the terms and conditions hereinafter set forth, and the Lessee does hereby covenant with the Lessor as follows:

1. **TERM:** The term of this Lease (the "Lease Term") shall be for a period of sixteen (16) months commencing October 1, 2025 (the "Commencement Date") and ending January 31, 2027.
2. **RENTAL:** As rental for the Demised Premises (the "Base Rent" or "Rent") the Lessee hereby agrees to pay the Lessor without deduction, setoff, prior notice or demand \$4.50 per square foot, per annum, gross (\$2,737.50 monthly), in advance on the first day of each and every month commencing on the Commencement Date. Said Rent to be paid to the Lessor electronically or by good check mailed to Lessor at 220 Harborside Drive, Suite 300, Schenectady, New York 12305, or at such other place or places as the Lessor may from time to time direct. Lessee shall pre-pay the first months' Rent contemporaneously with the execution of this Lease by the Lessee. The Lessee shall pay a "late charge" of two (2%) percent per month from the due date if any installment of Rent or Additional Rent (as hereinafter defined) shall be received by Lessor more than five (5) days after its due date. Nothing herein contained shall be deemed to limit any right or remedy which the Lessor may have under this Lease, at law or in equity.
3. **CONDITION OF PREMISES:** The Lessee covenants that the Lessee has examined the Demised Premises, knows the condition thereof and acknowledges that the same are accepted "as is" in good order and repair except that Lessor shall demo the temporary walls to create a wide open space. Lessee shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all other applicable laws relating to occupational safety and health and rules and regulations promulgated thereunder, and the Lessee shall further comply with all laws, rules and regulations of the State of New York (the "State") and any department, agency, board, or political sub-division of the State pertaining to building construction or safety applicable to either the Lessee or the Lessor and shall hold the Lessor harmless therefrom. Nothing herein shall be construed as preventing the Lessor from taking such action as it shall deem necessary for the protection of its interests in respect to any order, decree, judgment or other act of any Federal or State department, agency or board.

4. **UTILITIES:** The Lessor or public utility shall provide and maintain the necessary mains, ducts and conduits in order to bring water and electricity service to the Demised Premises and to carry sewage therefrom. All means of distribution of such services within the Demised Premises shall be supplied and maintained by the Lessee at the Lessee's expense.
- a. **ELECTRICAL:** The Lessee has made known to the Lessor its electricity requirements prior to the execution of this Lease and in the absence of any change in such requirements, the Lessor may assume that the Lessee's requirements will not exceed the electrical capacity available to the Demised Premises on the Commencement Date. In the event the Lessee requires additional capacity, any additional risers, feeders, meters, wiring or other equipment required thereby shall be installed by the Lessor or a qualified contractor upon the Lessee's request and at the Lessee's cost and expense, provided, however, that in the Lessor's sole judgment, the same are reasonably necessary and will not cause permanent damage or injury to the Demised Premises or cause or create a dangerous or hazardous condition or entail excessive alterations, repairs or expense or unreasonably or materially interfere with or disturb other lessees. For purposes of this paragraph a "qualified contractor" must secure necessary approvals and comply with utility and code requirements. Said "qualified contractor" shall furnish to the Lessor proof of liability insurance and workmen's compensation insurance. Lessor has installed a meter in the Demised Premises to measure electrical usage. Lessee, throughout the duration of the Lessee's occupancy shall keep such meter and installation equipment in good working order and repair at its own expense. Electrical service shall be directly with the utility provider selected by Lessor, from time to time, as hereinafter provided. Lessee shall request service in its own name on or before the Commencement Date and shall pay for such service directly to the utility provider. The cost for electricity used is to be the then current charge by the applicable utility service provider.
- b. **WATER/SEWER:** Lessor has installed a water meter and thereby measures the Lessee's water consumption. The Lessee, throughout the duration of the Lessee's occupancy shall keep such meter and installation equipment in good working order and repair at its own expense. In the event of activation of the unmetered sprinkler system due to fire or acts of Lessee, Lessor shall render a bill for water consumption based on output per head times the duration of sprinkler flow. The cost of water and sewer is to be the then current charge by the municipality and billed based on the water meter readings. Lessee is to make payment upon presentation of a bill by Lessor and the amount thereof shall be deemed Additional Rent hereunder. Availability of water is dependent upon the municipality and is beyond the Lessor's control
- c. **PROPANE:** Lessee shall contract with a propane vendor and pay all costs of propane directly to the propane vendor.
- d. **SPRINKLERS:** Sprinklers and sprinkler systems now existing in said Demised Premises shall be maintained and serviced by the Lessor, provided, however, that if any such system or any of its appliances shall be damaged or injured or rendered

otherwise than in proper working order by reason of any act or omission of the Lessee, the Lessee's agents, servants, employees, licensees or visitors, the Lessor shall forthwith restore such equipment to good working condition and order at Lessee's expense. If by reason of the acts or operations of the Lessee, the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the state or municipal government requires or recommends any change in such sprinklers or sprinkler system or if any change is necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by such exchange or by any fire insurance company, the Lessee shall at its own expense promptly make such change.

Any changes whatsoever in the sprinkler system desired by the Lessee must be submitted to the Lessor for the review and approval of the Lessor's insurer.

In the event the Lessee shall fail to pay any tax, rent, levy or charge for any utility service, which by reason of such non-payment may become a lien upon any part of the premises of the Lessor, the Lessor may, upon five (5) days' written notice thereof to the Lessee, make payment of such tax, rent, levy or charge together with any interest, penalties or other accruals due thereon, and upon such payment the amount thereof shall immediately become due and payable by the Lessee to the Lessor as rent hereunder.

The Lessor may interrupt or suspend the supply of any such service to the Demised Premises in order to make any necessary repair or alteration to the Demised Premises or to any other Building or other part of the premises of the Lessor and there shall be no abatement in Rent and/or Additional Rent because of any such interruption or suspension provided that the Lessor shall make such repair or alteration with reasonable diligence and provided further that such repair or alteration shall not unreasonably interfere with the Lessee's business. The Lessor may at any time during the Lease Term, assign, convey, transfer or set over to any municipality having jurisdiction or to any public utility corporation or private water corporation or sewage disposal corporation any or all of the Lessor's right, title and interest in and to such public utility facilities and thereupon require the Lessee to make payment for such services to such assignee, municipality, firm or corporation in accordance with such rates as such assignee may establish. Upon any such conveyance, assignment or transfer, there shall be no abatement of Rent and/or Additional Rent due and payable hereunder by reason of any interruption of such service resulting from the act or fault of such assignee.

5. UTILITY DEREGULATION:

a. LESSOR CONTROLS SELECTION. Lessor has advised Lessee that presently Lessor's service provider is National Grid (the "Service Provider") to provide electric and natural gas service for the Industrial Park. Notwithstanding the foregoing, if permitted by Law, Lessor shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electricity and/or gas service (each company shall hereinafter be referred to as an "Alternative Service Provider") or continue to contract for service from the Service Provider.

b. LESSEE SHALL GIVE LESSOR ACCESS. Lessee shall cooperate with Lessor, the

Service Provider, and any Alternative Service Provider at all times and, as reasonably necessary, shall allow Lessor, Service Provider and any Alternative Service Provider reasonable access to the gas and electric lines, feeders, risers, wiring, and any other machinery within the Demised Premises.

c. LESSOR NOT RESPONSIBLE FOR INTERRUPTION OF SERVICE. Lessor shall in no way be liable or responsible for any loss, damage, or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy or natural gas furnished to the Demised Premises, or if the quantity or character of the electric energy or natural gas supplied by the Service Provider or any Alternative Service Provider is no longer available or suitable for Lessee's requirements, and no such change, failure, interference, disruption or defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Lessee to any abatement or diminution of Rent and/or Additional Rent, or relieve Lessee from any of its obligations under this Lease.

6. **TAXES, INSURANCE AND OPERATING COSTS: INTENTIONALLY DELETED.**

7. **USE:** The Demised Premises are hereby leased to the Lessee upon the express condition that the Lessee shall use the said Demised Premises for vehicle and equipment storage and for no other purpose without the written consent of the Lessor first obtained. All uses to which the Demised Premises shall be put by the Lessee shall conform to all applicable laws, ordinances, rules or regulations relating to the Demised Premises and shall also conform to any special use permit or certificate of occupancy or other permit of any kind issued or required to be issued by any governmental authority having such jurisdiction over the Demised Premises and shall not be put to any such use by the Lessee until all governmental rules and regulations relative to or affecting such use have been complied with and all governmental permits required as a condition precedent to such use shall have been obtained. The Lessee shall conduct its business throughout the Lease Term hereof in a first-class manner and shall not use the Demised Premises for or carry on or permit upon said Demised Premises any offensive, noisy, or dangerous business, trade, manufacture or occupation or any nuisance or any activity contrary to public policy or any activity causing a noxious or offensive odor or causing pollution to the atmosphere, nor permit any auction sale to be held or conducted upon said Demised Premises, nor shall it use or permit the use of such Demised Premises or part thereof for any immoral or any other purpose prohibited by law or which will increase the rate of insurance upon the building in which said Demised Premises may be located or cause a cancellation of any insurance policy covering said building or any part thereof. The Lessee shall not do or suffer anything to be done upon said Demised Premises which will cause structural injury to said Demised Premises or to the building of which the same form a part, nor shall it cause said Demised Premises to be overloaded, nor shall it permit any machinery, apparatus or other appliance to be used or operated upon said Demised Premises which will in any way vibrate, shake or otherwise injure said Demised Premises or the building of which the same form a part, nor shall the Lessee permit any noisemaking device to be operated or allowed upon said Demised Premises for the purpose of attracting trade or otherwise. The Lessee shall not permit any use to be made of the Demised Premises which will in any way impair the efficient operation of the sprinkler

within the building containing the Demised Premises. The Lessee shall not leave said Demised Premises unoccupied or vacant during the Lease Term hereof. If any act on the part of the Lessee or use of the Demised Premises by the Lessee shall cause directly or indirectly any increase of the Lessor's insurance expense, such additional expense shall be paid by the Lessee to the Lessor upon demand as Additional Rent. No such payment by the Lessee shall limit the Lessor in the exercise of any other rights or remedies or constitute a waiver of the Lessor's right to require the Lessee to discontinue such act or use. Under no conditions will Lessor permit Lessee to use outside areas for parking of unregistered and/or disabled or non-functioning or damaged vehicles, or for the accumulation of pallets and/or other packing materials.

8. **REPAIRS AND MAINTENANCE:** Lessor shall deliver the Demised Premises in broom clean condition and shall ensure that all building facilities are in good working order. Throughout the Lease Term the Lessee shall take good care of the Demised Premises.

Lessor is responsible for common area maintenance; and for the maintenance of the structural and exterior of the building (unless damage is caused by Lessee), including the roof and all components thereof, load-bearing walls, slabs and floors (but not floor coverings), utility distribution up to the building, sprinklers, foundations and supports; repairs of parking/pavement areas; and snow removal of the main roads only in accordance with the Snow Removal Policy attached hereto and made a part hereof as Exhibit "B".

Lessee is responsible for the maintenance and repairs of all non-structural elements and systems of the Demised Premises including without limitation, loading dock equipment, HVAC, plumbing fixtures and equipment, interior electricity facilities, doors and windows and snow removal. If Lessee desires services by Lessor's maintenance personnel, such will be performed on a work order basis only and Lessee will be responsible for prompt payment of such invoice relating to the work order.

When used in this paragraph the term "repairs" shall include all necessary alterations, additions and betterments of a non-structural nature, including replacement in the event Lessee damages or fails to properly maintain such non-structural element or system. All repairs made by either party shall be at least equal in quality and class to the original work. Upon the expiration of the Lease Term or sooner termination, the Lessee shall surrender the Demised Premises to the Lessor in the same condition as received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted. The Lessee shall at its own expense maintain all portions of the Demised Premises and immediately adjoining areas in a clean and orderly condition free of dirt and rubbish, and the Lessee shall remove or cause to be removed all rubbish from the Demised Premises and immediately adjoining areas at the Lessee's expense. Lessee must install a dumpster or similar trash receptacle of ample size at inception of occupancy. In the event the Lessee permits accumulations of rubbish, which the Lessor in the exercise of its sole judgment may deem unreasonable or harmful, injurious or deleterious to the use and enjoyment of the remainder of the premises of the Lessor of which the Demised Premises are a part, the Lessor may remove such rubbish and charge the cost thereof to the Lessee and the Lessee shall thereupon become liable to the Lessor for such cost as Additional Rent. Lessee shall keep all fire doors clear and shall not

obstruct dock areas with vehicles or goods excepting the normal process of loading and unloading operations from inside storage to transport vehicles. Lessee shall be solely and separately responsible for chemical waste collection and disposal in accordance with all applicable federal, state, and local environmental and safety laws.

9. **ALTERATIONS AND LIENS:** (A) The Lessee shall make no alterations or additions to the Demised Premises without prior written consent of the Lessor in each instance. Upon the giving of such written consent all alterations, additions and improvements, including fixtures made in, to or on the Demised Premises, except unattached moveable business fixtures, shall become the property of the Lessor and shall remain upon and be surrendered with the Demised Premises, except that the Lessee shall ascertain from the Lessor within sixty (60) days before the expiration of this Lease Term whether the Lessor desires to have the Demised Premises or any part or parts thereof restored to their condition as of the time of the delivery thereof to the Lessee and, if the Lessor so desires, the Lessee shall restore said Demised Premises or such part or parts thereof to such original condition before the end of the Lease Term entirely at the Lessee's own cost and expense. The Lessee shall indemnify and save and hold harmless the Lessor from all liens, claims or demands arising out of any work performed, materials furnished or obligations incurred by or for the Lessee upon said Demised Premises during said term and agrees not to suffer any such lien or encumbrance to be imposed on any of the Lessor's premises. The Lessor shall have the right, after the giving of not less than five (5) days' notice to the Lessee to remove such lien or encumbrance, to bring such action or proceeding as may be necessary to effect the removal thereof and the costs and expenses thereof, including reasonable attorney's fees, shall become immediately due and payable by the Lessee to the Lessor as Additional Rent.

B) Prior to the commencement of any such alterations, additions or improvements, Lessee shall provide to Lessor with the following: (i) copies of the plans and specifications relative thereto; (ii) copies of all necessary building permits and all other requisite permits and approvals; (iii) copies of construction contracts with constructors reasonably acceptable to the Lessor; and (iv) copies of insurance reasonably required by Lessor, naming Lessor as an additional insured. The Lessee hereby agrees that all such alterations, additions and improvement shall (a) incorporate only new materials; (b) be at least equal in quality and workmanship to the original work or installation; (c) be in accordance with reasonable requirements as Lessor may impose; (d) be constructed in accordance with all applicable laws, rules, regulations and directives of all governmental authorities having jurisdiction over the Demised Premises; (e) be constructed in such a manner so as not to interfere with the use and enjoyment of the Building or the Industrial Park by the Lessor or other tenants, occupants, licensees or invitees of the Industrial Park; (f) automatically become the property of the Lessor upon construction and installation of same within the Demised Premises.

10. **ENTRY AND INSPECTION:** The Lessor and its agents may enter upon the Demised Premises at all reasonable times to inspect the same, to submit them to a prospective purchaser or to make any repairs which the Lessor shall consider necessary for the protection, improvement or preservation of the building in which the Demised Premises are situated, or to make any changes in the plumbing, wiring, meters or other equipment, fixtures or appurtenances of the building, provided that the same may be performed without material

interference with the business operations of the Lessee, and there shall be no liability against the Lessor in favor of the Lessee for damages sustained by the Lessee by reason of such repairs or changes nor shall the Lessee be entitled to any abatement of Rent and/or Additional Rent by reason thereof. At any time after sixty (60) days prior to the termination of the Lease the Lessor may place on said Demised Premises any usual or ordinary "To Let" or "To Lease" signs. For the purposes of this paragraph, the Lessor may hold at all times a duplicate set of keys to the Demised Premises. The Lessee shall make no changes in locks or other facilities controlling access to the Demised Premises without the permission of the Lessor and whenever such permission is granted, the Lessee shall provide the Lessor with a duplicate set of keys so as to provide the Lessor with access at all times.

11. **SUBLETTING AND ASSIGNMENT:** The Lessee shall not, without the Lessor's prior written consent, assign or sublet this Lease or permit any person or entity other than the Lessee to use or occupy, or store goods, materials or other property (such goods, materials and property being hereinafter referred to as "Property") at the Demised Premises or any part thereof.

Any (a) attempt at assignment or subletting (b) attempt to permit any person or entity (a "Licensee") other than the Lessee to use, or occupy any portion of, or store any Property at the Demised Premises, without the consent of the Lessor in each instance, shall be void and shall constitute a breach of this Lease. In the event of such prohibited assignment, sublet or use, occupancy or storage, the Lessor may avail itself of any other remedies contained in this Lease and any other remedy available to it under applicable law. In addition to the foregoing, in the event of any breach of clause (b) in the preceding sentence, the Lessor may cause the removal of such occupant and/or materials, goods or Property, at the sole cost and expense of the Lessee.

Any proposed assignment shall contain a written assumption by the assignee of all of the Lessee's obligations under this Lease. Any sublease shall (a) provide that the Lessee shall procure and maintain a policy of insurance as required of the Lessee under this Lease; (b) provide for a copy to the Lessor of any notice of default by either party; and (c) otherwise be reasonably acceptable in form to the Lessor.

The Lessor's consent to any assignment, subletting or use, occupancy or storage as above stated, may be withheld at the Lessor's sole and absolute discretion. No consent by the Lessor to any subletting, assignment or use, occupancy or storage of Property by any Licensee shall be deemed to be a consent to any further subletting (or sub-subletting), assignment or any other use, occupancy or storage by any Licensee (including any expanded use by the Licensee for whom permission is being given).

In the event that the Lessee assigns or subleases any portion of the Demised Premises or permits the use, occupancy or storage of Property at any portion of the Demised Premises by a Licensee, the Lessee shall pay to the Lessor monthly, as Additional Rent hereunder, one hundred (100%) percent of the amount calculated by subtracting from the rent and other charges and considerations payable from time to time by the assignee, Lessee or Licensee to the Lessee for aforesaid space, the amount of rent and other charges payable by the Lessee to

the Lessor under this Lease, allocated to the assigned, subleased or otherwise utilized portion of the Demised Premises.

Without limiting Lessor's other rights hereunder, Lessee, in no event, shall have any right to sublet or assign this Lease or grant any Licensee the right to use or occupy all or any portion of the Demised Premises except on the following terms and conditions:

- a) Such subletting, assignment, or grant of any right of use or occupancy, shall not relieve the Lessee from its duty to perform fully all of the agreements, covenants and conditions set forth in this Lease or any Guarantor, if any, from the obligations of any Guaranty executed and delivered in connection with this leasing.
- b) The Lessee shall provide the name of the proposed Lessee, assignee or Licensee, the terms and conditions of the proposed subletting, assignment or agreement for use or occupancy, the nature and character of the business of the proposed Lessee, assignee or Licensee, and banking, financial and other credit information relating to the proposed assignee, Lessee or Licensee reasonably sufficient to enable Lessor to determine the financial responsibility of said proposed Lessee, assignee or Licensee.
- c) In lieu of granting or withholding its consent to any requested assignment, sublease or right of occupancy, upon the receipt of such request from Lessee, Lessor shall have an option, to be exercised in writing within forty-five (45) days thereafter, to terminate this Lease effective on a date (the "Termination Date") set forth in Lessor's notice of termination either, at Lessor's option, with respect to the entire Demised Premises or the portion subleased or used by a Licensee which shall not be less than thirty (30) days nor more than one hundred twenty (120) days following the service upon Lessee of Lessor's notice of termination.
- d) In the event Lessor shall exercise such option to terminate this Lease, this Lease shall expire on the Termination Date either in its entirety or with respect to the portion being recaptured as if that date had been originally fixed as the expiration date of the Lease Term herein granted and Lessee shall surrender possession of the entire Demised Premises or portion thereof being recaptured on the Termination Date in accordance with the provisions of this Lease.
- e) Any subletting or assignment shall be for the entire Demised Premises only;
- f) The subletting, assignment or grant of any right with respect to use and occupancy shall be to a person or entity whose occupancy will be in keeping with the dignity and character of the then use and occupancy of the Demised Premises and the Industrial Park by other lessees or occupants and whose occupancy will not be more objectionable or more hazardous than that of Lessee herein. In no event shall any subletting or assignment be permitted to a school of any kind or an employment or placement agency; or governmental or quasi-governmental agency;

g) The subletting, assignment or granting of a right of use and occupancy shall not be to any person or entity who is then a tenant of the Industrial Park;

h) The subletting or assignment shall not be at a lower rental rate, nor shall any charges relating to use and occupancy be lower, than that being charged by Lessor or its affiliates at the time for similar space in the Industrial Park;

i) The sublease, assignment or agreement with respect to use and occupancy will expressly prohibit further assignment of this Lease, or any sublease or agreement for use or occupancy or any further subletting, or granting of rights of use and occupancy by the Lessee, assignee or Licensee without, in each instance, receiving Lessor's prior written consent.

j) If this Lease shall be assigned, or if the Demised Premises or any part thereof, be sublet or occupied by any person or persons other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent and/or Additional Rent herein reserved, but no such assignment, subletting, occupancy or collection of Rent and/or Additional Rent shall be deemed a waiver of the covenants contained in this Lease, nor shall it be deemed acceptance of the assignee, subtenant or occupant as a tenant or a release of Lessee from the full performance by Lessee of all of the terms, conditions and covenants of this Lease.

k) The Lessee shall reimburse the Lessor for all legal costs involved in reviewing a proposed assignment, subletting or agreement with any Licensee for the use, occupancy or storage of any Property.

12. **LIABILITY AND INSURANCE:** The Lessee, to the fullest extent permitted by law, shall indemnify, defend and hold the Lessor and its directors, officers, shareholders, mortgagees, industrial development agencies, agents, representatives and employees harmless and free from and against any and all claims, losses, costs, liabilities, penalties, damages, expenses, causes of action and/or judgments, including, without limitation, penalties, fines and reasonable attorney's fees (collectively "Damages"), (but excluding indirect and consequential damages) in connection with or arising from or by reason of (a) any default by Lessee in the performance of its obligations under this Lease, or the failure of any covenant or representation made by Lessee in this Lease, (b) the use or occupancy or manner of use or occupancy of the Demised Premises by Lessee or any person occupying the Demised Premises, (c) any injury or damage to any person or persons or property including, without limitation, the Lessee, its servants, agents and employees, from any cause or causes whatsoever, or (d) any occurrence on the Premises from any cause whatsoever, including leakage and environmental contamination, while in, upon or in any way connected with the Demised Premises or its appurtenances. The foregoing indemnity does not include Damages to the extent such Damages are caused by the gross negligence or willful misconduct of Lessor. This indemnification shall survive the termination or expiration of this Lease for any reason whatsoever. If the foregoing indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the

fullest indemnity permitted by law.

The Lessor shall not be liable for any loss or damage occasioned by failure to keep said Demised Premises in repair and free from refuse, obnoxious odors, vermin or other foreign matter; defective wiring, plumbing, gas, sprinkler, steam, sewer, water or other pipes or fixtures; the bursting, leaking, running or clogging of the above pipes or fixtures; any defect or malfunction, bursting, leaking, running or clogging of any heating or air conditioning equipment, cistern, tank, sprinkler system, boiler, wash stand, closet or wastepipe; accidental discharge of the sprinkler; water, snow, ice or other foreign matter being upon or coming through the roof, skylights, trapdoors, doors, windows or otherwise; acts of negligence or failure to comply with lease covenants by other tenants of the Lessor; acts of negligence of guests, invitees and employees of the Lessee or other occupants of the Demised Premises; acts of negligence of any owners or occupants of adjacent or contiguous property or their employees; acts of God; or acts of negligence of any persons not in the employ of the Lessor.

The Lessee shall take out and keep in force during the Lease Term hereof, at the Lessee's expense, commercial general liability and other insurance in companies acceptable to the Lessor to protect against any liability to the public, whether to persons or property, incident to the use of said Demised Premises or resulting from accident occurring in or about said Demised Premises or the areas immediately adjacent thereto, which insurance shall be in an amount not less than \$1,000,000.00 to indemnify against the claim of one person for personal injuries and not less than \$3,000,000.00 to indemnify against the claim of two or more persons for personal injuries in any one occurrence and in an amount not less than \$1,000,000.00 per occurrence to indemnify against a claim or claims for property damage. The Lessee shall also take out and keep in force during the Lease Term, at the Lessee's expense, New York State statutory worker's compensation insurance policy and employer liability and automobile liability policy in an amount not less than \$1,000,000 combined limit. The Lessee shall cause every insurer to agree by endorsement upon the policy or policies issued by it, or by independent instrument furnished to the Lessor, that such insurer will give the Lessor ten (10) days' written notice at the address where rental is paid before the policies in question shall be altered or canceled. Certified copies of said policies or certificates of insurance naming the Lessor, Rotterdam Ventures, Inc. and the Schenectady County Industrial Development Agency as additional insureds by endorsement shall be furnished at the time of Lease inception. Said policies shall be renewed at the end of each policy period.

The Lessor and Lessee hereby release one another and their respective officers, agents, employees and servants from any and all claims or demands for damages, loss, expense or injury to the Demised Premises or to the furnishings and fixtures and equipment or inventory or other property of either the Lessor or the Lessee in, about or upon the Demised Premises, as the case may be, which may be caused by or result from perils, events or happenings which are the subject of insurance carried by the respective parties and in force at the time of any such loss, provided, however, that such release and waiver shall be effective only to the extent of the insurance coverage for such loss. This paragraph does not preclude the respective parties from any and all other remedies at law which are available and in no way are their respective rights prejudiced.

All contractors entering the Industrial Park at the request of Lessee shall name the Lessor, as additional insured on their insurance and furnish Lessor with a copy of same prior to commencing any work therein. Lessee is required to enter into written contracts with all contractors who enter the Demised Premises on their behalf, which contracts must contain indemnification provisions satisfactory to the Lessor, in the exercise of Lessor's reasonable discretion, for the benefit of the Lessor.

13. **ABANDONMENT:** In the event the Demised Premises become abandoned, vacated or surrendered or in the event the Lessee be dispossessed or evicted by process of law, the Lessor, in addition to all other remedies granted by this Lease or available by operation of law, may deem that any personal property belonging to the Lessee left on said Demised Premises is abandoned, and the Lessor may enter upon said Demised Premises and remove therefrom any and all equipment, fixtures and merchandise and sell the same at public or private sale at such price and upon such terms as the Lessor may determine without notice to or demand upon the Lessee. Out of the proceeds of such sale the Lessor may reimburse itself for the expense of such taking, removal and sale and for any indebtedness of the Lessee to the Lessor and the surplus, if any, shall be accounted for the Lessee.
14. **DEFAULT:** In the event the Lessee (a) fails to pay the Rent and/or Additional Rent herein provided or any part thereof or any other sum required by the Lessee to be paid to the Lessor at the time or in the manner herein provided and within five (5) days after receipt of notice of non-payment (which notice need not be given more than twice in any twelve (12) month period or no more than five (5) times in the aggregate during the entire Lease Term, after which time a default shall be deemed to have occurred if any amount required to be paid hereunder is not paid by its due date); or (b) if the Lessee abandons or vacates said Demised Premises or violates any of the provisions of this Lease respecting assignments or subletting, or the provisions of any required insurance; or (c) defaults in any of the other covenants or conditions on the Lessee's part to be performed hereunder and such default is not cured within ten (10) days after notice by the Lessor to the Lessee of such default, then such default or breach or act shall give the Lessor the right to re-enter the Demised Premises and remove all persons and all or any property therefrom either by summary dispossession proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and repossess and enjoy said Demised Premises together with all additions, alterations and improvements, and in such case the Lessor may either relet the Demised Premises or any parts thereof as agent of the Lessee and receive the Rent and Additional Rent applying the same first to the payment of such expenses as the Lessor may have incurred and then to the fulfillment of the covenants of the Lessee. The Lessor may rent said Demised Premises for a term extending beyond the term hereby granted without releasing the Lessee from any liability. Upon the expiration of this Lease prior to the expiration of its term by operation of any provision hereof or by summary proceedings or otherwise, then, whether or not the Demised Premises be relet, the Lessee shall remain liable for and shall pay the Lessor, until the time when this Lease would have expired but for such termination or expiration, the equivalent of the amount of all of the Rent and Additional Rent reserved herein, less the avails of reletting, if any, and the same shall be due and payable by the Lessee to the Lessor on the several rent days above specified.

In all events, Lessee is liable for all damages, costs and expenses, of whatever kind or nature, direct or indirect, suffered by Lessor as a result of the occurrence of an event described above (an "Event of Default"). If Lessee fails to promptly pay Lessor for the damages suffered, Lessor may pursue a monetary recovery from Lessee. Included among those damages are all expenses incurred by Lessor in repossessing the Demised Premises (including increased insurance premiums resulting from Lessee's vacancy), all expenses incurred by Lessor in reletting the Demised Premises (including those incurred for advertisements and brokerage fees and needed repairs, remodeling and replacements), all concessions granted to a new lessee on a reletting, all losses incurred by Lessor as a result of Lessee's default, a reasonable allowance for Lessor's administrative costs attributable to Lessee's default, and all reasonable attorney's fees incurred by Lessor in enforcing any of Lessor's rights or remedies against Lessee. The Lessee hereby expressly waives any and all rights of redemption in the event of eviction or dispossession by judgment or warrant of any court or judge, and the Lessee waives and will waive all right to trial by jury in any summary proceeding hereafter instituted by the Lessor against the Lessee in respect of the Demised Premises. All remedies herein provided shall be deemed cumulative and shall in no way limit or restrict the Lessor from pursuing such other and further remedies as may be allowed at law or in equity.

15. **ACCELERATION OF RENT UPON DEFAULT:** INTENTIONALLY DELETED.

16. **HOLDING OVER:** Lessor and Lessee recognize that the damage to Lessor resulting from any failure by Lessee to timely surrender possession of the Demised Premises will be substantial, will exceed the amount of the monthly installments of the Rent and Additional Rent payable hereunder, and will be impossible to measure accurately. Lessee therefore agrees that if possession of the Demised Premises is not surrendered to Lessor upon the expiration date or sooner termination of this Lease, in addition to any other rights or remedies Lessor may have hereunder or at law, Lessee shall pay to Lessor, as liquidated damages, a sum equal to two times the aggregate of a full month's Base Rent and Additional Rent that was payable under this Lease during the last month of the Lease Term for each month and for each portion of any month during which Lessee holds over in the Demised Premises after the expiration date or sooner termination of this Lease, regardless of the number of days Lessee remains in the in the Demised Premises beyond expiration date or sooner termination of this Lease. Nothing herein contained shall be deemed to permit Lessee to retain possession of the Demised Premises after the expiration date or sooner termination of this Lease. The provisions of this paragraph shall survive the expiration date or sooner termination of this Lease. Lessee's occupancy subsequent to the expiration date or sooner termination of this Lease, whether or not with the consent or acquiescence of Lessor, shall be deemed to be that of a tenancy-at will and in no event from month-to-month or year-to-year and it shall be subject to all terms, covenants and conditions of this Lease applicable thereto, including, without limitation, those set forth in this paragraph. In the event the Lessee defaults or remains in possession of the Demised Premises or any part thereof after the expiration of the tenancy-at-will created hereby then the Lessee's occupancy shall be deemed a tenancy-at-sufferance and not a tenancy-at-will.

17. **EXCUSABLE DELAY:** Whenever Lessor is required by the provisions of this Lease to perform an obligation or any work and Lessor is prevented from doing so by reason of an Excusable Delay (as hereinafter defined), Lessor shall be temporarily relieved of its obligation to so perform, provided it promptly notifies the Lessee of the specific delay and exercises due diligence to remove or overcome it. The words "Excusable Delay" shall mean any delay due to strikes, lockouts or other labor or industrial disturbance; civil disturbance; future order of any government, court or regulatory body claiming jurisdiction; act of the public enemy; war, riot, sabotage, blockage or embargo; unforeseen physical (including environmental) conditions; failure or inability to secure (i) materials (or their reasonable substitutes) after diligent effort, (ii) supplies (or their reasonable substitutes) after diligent effort; or (iii) labor through ordinary sources after diligent effort; regulation or order of any government or regulatory body; lightning, earthquake, fire, storm, hurricane, tornado, flood, washout or explosion, or act or omission of Lessee which prevents the Lessor from complying, or which materially and adversely interferes with the Lessor's ability to comply with, an obligation under this Lease on Lessor's part to be performed. Any time limits required to be met by Lessor hereunder, whether specifically made subject to Excusable Delay or not, except those related to the provision of insurance and the payment of Rent under this Lease shall, unless specifically stated to the contrary elsewhere in this Lease, be automatically extended by the number of days by which any performance called for is delayed due to Excusable Delay. Lessee shall, in no event, have any right to terminate this Lease, abate Base Rent or Additional Rent or assert a claim of partial or total actual or constructive eviction because of any failure by Lessor to perform any obligation or work required to be performed under this Lease, if such failure occurs by reason of Excusable Delay. In no event, however, shall an Excusable Delay be applicable to any obligation of Lessee to pay Rent or Additional Rent hereunder, to pay any other sum of money required to be paid hereunder or to provide any insurance required to be provided hereunder.
18. **DESTRUCTION:** In the event the Demised Premises are damaged by fire, earthquake, enemy, act of God or the elements or other casualty, the Lessor, unless it shall otherwise elect as hereinafter provided, shall repair the same with reasonable dispatch after written notice of the damage. If such damage is so extensive as to render the Demised Premises untenantable, but nevertheless repaired by the Lessor, then the Rent (but not Additional Rent) shall be abated to an extent corresponding with the time during which and the extent to which said Demised Premises may have been untenantable. If such repairs, however, are delayed because of the Lessee's failure to adjust the Lessee's own insurance claim, no rental reduction shall be allowed beyond a reasonable time allowed for such adjustment. The Lessor shall have the right to determine, within a reasonable time after such occurrence regardless of its cause, whether to demolish, rebuild or reconstruct the Building containing the Demised Premises and, in the event of such decision by the Lessor to so demolish, rebuild or reconstruct, then, upon notice given by the Lessor to the Lessee, this Lease shall terminate on a date to be specified in such notice as if that date had been originally fixed as the expiration date of the Lease Term here demised and the Rent and/or Additional Rent shall be adjusted as of the time of the occurrence of such damage or destruction. All cancellation or termination of Lease does not release Lessee from any liability in connection with any fire or casualty. Notwithstanding anything to the contrary contained herein, the Lessor shall have no obligation to repair or replace any of Lessee's property or any

alterations, additions or improvements to the Demised Premises not originally installed by Lessor. Lessor is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Lessor's control. Notwithstanding anything to the contrary contained herein, if the fire or other casualty is caused by an act or neglect of Lessee, Lessee's agents, servants, visitors, employees, invitees or licensees, or, at the time of the fire or casualty, the Lessee is in default in any terms of this Lease, then all repairs will be made at Lessee's expense and Lessee shall not be entitled to any abatement of Rent notwithstanding any such damage or destruction. The Lessee shall give immediate notice to the Lessor in case of such damage or destruction.

19. **CONDEMNATION:** If the whole or a portion of the Demised Premises shall be taken for any public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement or purchase in connection with such public or quasi-public use, the Lease at the option of the Lessor shall terminate as of the date title shall vest in the condemnor. If any part of the Demised Premises shall be so taken as to render the remainder thereof unusable for the purposes for which the Demised Premises were leased, then the Lessee shall have the right to terminate this Lease as hereinafter provided. Upon any such taking, with or without a termination of this Lease, all compensation awarded shall belong and be paid to the Lessor and the Lessee shall have no claim thereto and the Lessee hereby irrevocably assigns, transfers, releases and sets over to the Lessor any right to compensation for damages to which the Lessee may become entitled during the Lease Term hereof by reason of such condemnation or taking, provided, however, that in the event of such taking and a termination of this Lease by either party as a result of or in connection therewith the Lessee shall be entitled to a payment from the Lessor of an amount equal to the unamortized cost (depreciated on a straight line basis computed monthly) to the Lessee of all leasehold improvements made by the Lessee during the original Lease Term hereof and such payment shall be made by the Lessor out of the proceeds received by the Lessor from the condemning authority and such claim of the Lessee shall not be deemed a claim against the condemning authority or a lien on such proceeds. In no event shall the amount which the Lessor shall be obligated to pay the Lessee hereunder exceed the amount of the Lessor's award less all expenses incurred by the Lessor in connection with the securing or obtaining of such award. In the event that upon such taking there shall be no termination of this Lease by either party, this Lease shall continue for the balance of its Lease Term as to the part of the Demised Premises remaining. In such event the Rent payable by the Lessee to the Lessor hereunder and all items of Additional Rent payable hereunder as are determinable by reference to the area of the Demised Premises shall be reduced pro rata in the proportion in which the area of the Demised Premises so taken bears to the area of the Demised Premises before such taking, and all other liabilities of the Lessee hereunder shall remain unaffected. If upon such taking this Lease shall not terminate and shall continue as herein provided, the Lessor shall at its own cost and expense restore the remaining portion of the Demised Premises to the extent necessary to render it useable for the purposes for which it was leased and shall make all repairs to the building in which the Demised Premises are located to the extent necessary to constitute the building a complete architectural unit, provided that such work shall not exceed the scope of construction existing immediately prior to such taking and the cost of such restoration shall not exceed the proceeds of the condemnation award less the Lessor's expenses in securing such award. Termination of this Lease by either party under the

provisions of this paragraph shall be effected by the delivery of a thirty (30) day notice by such party to the other.

20. **SALE OF PREMISES:** In the event of a sale or conveyance by the Lessor of all or any part of the Lessor's estate containing the Demised Premises, the same shall operate to release the Lessor from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of the Lessee, and in such event the Lessee agrees to look solely to the responsibility of the successor in interest of the Lessor.
21. **ESTOPPEL:** At Lessor's request, Lessee agrees, within ten (10) days after receipt, to execute a lease estoppel certificate stating that:
 - a. The Lease is unmodified and in full force and effect;
 - b. The term of the Lease has begun and Rent payable under the Lease is accruing;
 - c. No notice of default or termination of the Lease has been served on Lessee under the terms of the Lease;
 - d. To the best of Lessee's knowledge, neither he nor the Lessor are in default in any way under the Lease. In addition, Lessee certifies that no event has occurred that with the passage of time or giving notice would constitute default under the Lease by either him or the Lessor; and certifying with respect to such other information with respect to this Lease and Lessee's occupancy of the Demised Premises as Lessor shall reasonably request.
22. **SUBORDINATION:** The Lessee hereby expressly covenants and agrees that this Lease is and shall be subordinate to any mortgage, deed of trust or other instrument of security which has been or shall be placed on any part of the premises of which the Demised Premises are a part and such subordination is hereby made effective without any further act by the Lessee. The Lessee shall at any time or from time to time upon request by the Lessor execute and deliver any instruments, releases or other documents that may be required for the purpose of subordinating this Lease to the lien of such mortgage, deed of trust or other instrument of security. The Lessee further hereby appoints the Lessor as the Lessee's attorney in fact, irrevocably, to execute and deliver any such instruments.
23. **SIGNS:** The Lessee shall not inscribe, paint or affix any signs, placards or advertisements on the exterior or roof of the Demised Premises or upon entrance doors, windows or upon any adjoining or appurtenant lands without obtaining the prior approval of the Lessor in writing or without obtaining such permits therefor as may be required under any ordinance, local law, order, rules of regulation of the municipality having jurisdiction thereof. Any such sign, placard or advertisement so placed upon the Demised Premises shall be removed by the Lessee at the termination of this Lease and the Lessee shall repair any damage or injury to the Demised Premises caused thereby, and upon the failure of the Lessee to comply herewith, the Lessor may have the same removed and the Lessee shall be liable to the Lessor for the expense thereof.
24. **ENTIRE AGREEMENT, WAIVER:** This instrument contains all the agreements and conditions made between the parties hereto and may not be modified, changed or terminated

in whole or in part orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest. The receipt of Rent and/or Additional Rent by the Lessor, with knowledge of any breach of this Lease by the Lessee or of any default on the part of the Lessee in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. If the Lessee makes any payment of any amount less than that due hereunder, the Lessor without notice may accept the same as a payment on account; the Lessor shall not be bound by any notation on any check involving such payment nor any statement in any accompanying letter. No failure on the part of the Lessor to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by the Lessor, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the Lessor to enforce the same in the event of any subsequent breach or default. The receipt by the Lessor of any rent or any other sum of money or any other consideration hereunder paid by the Lessee after the termination, in any manner, of the term herein demised, or after the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue or extend the term herein demised, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the Lessor. Neither acceptance of the keys nor any other act or thing done by the Lessor or any agent or employee of the Lessor during the term herein demised shall be deemed to be an acceptance of a surrender of said Demised Premises, excepting only an agreement in writing signed by the Lessor accepting or agreeing to accept such a surrender. Any right herein granted to the Lessor to terminate this Lease shall apply to any extension or renewal of the term herein demised, and the exercise of any such right during the term herein demised shall terminate any extension or renewal of the term herein demised, and any right on the part of the Lessee thereto. No act or conduct of any nature or character on the part of the Lessor or its agents, servants or employees other than by an agreement in writing signed by the Lessor shall be construed as a waiver of the provisions of this paragraph irrespective of any circumstances existing at the time of such act or conduct.

25. **NOTICE:** Any notice, request or demand under this Lease shall be in writing and shall be considered properly delivered upon receipt when (i) addressed to 1100 Sunrise Boulevard, Rotterdam, New York 12306 in the instance of the Lessee, and to the place where Rent is paid in the instance of the Lessor, or to such other address as may be from time to time furnished in writing by either party to the other, and (ii) either (a) served personally, (b) sent by certified mail (return receipt requested) and deposited in a United States general or branch post office, (c) sent by a private reputable overnight carrier with a bill of lading and evidence of receipt, or (d) sent by email with confirmation of such notice from the other party.
26. **SECURITY:** Lessee is to pay contemporaneous with the signing of this Lease Agreement, the sum of TWO THOUSAND SEVEN HUNDRED THIRTY-SEVEN and 50/100 (\$2,737.50) Dollars, as Security Deposit for the full and faithful performance and observance by Lessee of all the terms, covenants, and conditions of this Lease (the "Security Deposit"). If Lessee defaults in the full and prompt payment and performance of any of Lessee's obligations under this Lease including, without limitation, the payment of Rent and/or Additional Rent, Lessor may use, apply or retain the whole or any part of the Security Deposit so deposited to the extent

required for the payment of any Rent and/or Additional Rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's defaults. If Lessor shall so use, apply or retain the whole or any part of the Security Deposit, Lessee shall replenish the Security Deposit on demand. If Lessee shall fully and faithfully comply with all of Lessee's obligations under this Lease Agreement, the Security Deposit or any balance thereof shall be returned to Lessee upon the termination of the Lease and after delivery to the Lessor of entire possession of the Demised Premises. The Security Deposit shall not be used as last month's Rent. In the event of any sale of Lessor's interest in the premises, Lessor shall have the right to transfer the Security Deposit to the vendee and Lessor shall thereupon be released by Lessee from all liability for the return of such Security Deposit.

27. **FINANCIALS:** From time to time during the Lease Term, but not more often than annually, the Lessor shall have the right to request, and the Lessee shall thereafter promptly provide current financials from the Lessee.
28. **BROKERAGE:** Lessee warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiations. Lessee shall indemnify and hold Lessor harmless from any cost, expense or liability (including cost of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Lessee.
29. **HAZARDOUS SUBSTANCES: LESSEE:** (a) Lessee, or its employees, agents, representatives, licensees, invitees or customers shall not cause any Hazardous Substances (hereinafter defined) to be used, stored, generated or disposed of in, on or about the Industrial Park, Building, the land upon which the Building and Demised Premises are situated (the "Land") or Demised Premises by Lessee, its agents, employees, contractors or invitees, except for such Hazardous Substances as are used in strict conformity with all Environmental Laws (hereinafter defined). Lessee shall indemnify and hold harmless the Lessor, its mortgagees, industrial development agencies, agents, employees, officers, shareholders and directors, from any and all claims, damages, fines, judgements, penalties, costs, expenses or liabilities (including, without limitation, any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees) arising during or after the Lease Term from or in connection with the use, storage, generation or disposal of Hazardous Substances in, on or about the Land, Building or Demised Premises by anyone other than Lessor's agents, employees, contractors, invitees or licensees.
- (b) As used herein, "Hazardous Substances" means any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by "Environmental Laws". The term "Environmental Laws" means Federal, State and local laws and regulations, judgements, orders and permits governing safety and health and the protection of the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, as amended (CERCLA), the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 *et seq.*, the Clean Water Act, 33 U.S.C. 1251 *et seq.*, the Clean Air Act, 42 U.S.C. 7401 *et seq.*, the Toxic Substance

Control Act, 15 U.S.C. 2601 *et seq.*, and the Safe Drinking Water Act, 42 U.S.C. 300f through 300j. "Hazardous Substances" includes any and all materials or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local government law. "Hazardous Substances" also includes asbestos, polychlorinated biphenyls ("PCBSs") and petroleum products.

30. **MISCELLANEOUS:**

- (a). References. All personal pronouns used in this Lease, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. The use herein of the word "including" or "include" when following any general statement, term or matter shall not be construed to limit such statement, term or matters to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation", or "but not limited to," or words of similar import) is used with reference thereto. All references, if any, to "mortgage" and "mortgagee" shall include deeds of trust and beneficiaries under deeds of trust, respectively. All Exhibits and Riders (if any) referenced and attached to this Lease are incorporated in this Lease by this reference. The captions preceding Sections of this Lease have been inserted solely as a matter of convenience, and such captions in no way define or limit the scope or intent of any provision of this Lease.
- (b). Successors and Assigns. The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and, except as otherwise provided herein, their respective personal representatives and successors and assigns.
- (c). Severability. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.
- (d). Construction. This Lease shall be governed by and construed in accordance with the laws of the State of New York, without regard for such State's choice of law requirements.
- (e). Delivery for Examination. Delivery of this Lease to Lessee shall not bind Lessor in any manner, and no lease or obligations of Lessor shall arise until this Lease is signed by both Lessor and Lessee and delivery is made to each.
- (f). Lessee Authority. Lessee warrants, covenants and represents that it is duly organized and qualified to do business in the State of New York, and it has the power and authority to enter into this and the person executing this Lease on behalf of Lessee hereby covenants, warrants, and represents that he or she is authorized to enter into

this Lease on behalf of Lessee.

- (g). No Construction Against the Preparer of this Lease. This Lease has been prepared by the Lessor and its professional advisors and reviewed by the Lessee and its professional advisors. Lessor, Lessee, and their separate advisors believe that this Lease is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Lessor or Lessee or against Lessor or Lessee merely because of their efforts in preparing it.
- (h). Personal Jurisdiction. The Lessee hereby submits to personal jurisdiction in the State Courts of the State of New York or any Federal Court sitting therein and consents to the nonexclusive jurisdiction of such court and service of process in any suit being made upon the Lessee by mail at the address set forth herein. The Lessee hereby knowingly, voluntarily and intentionally waives the right to service of process by the RPAPL, the CPLR or any other applicable statute.
- (i). Lease Year. The term "Lease Year" shall mean the twelve (12) month period commencing on the "Commencement Date" and each twelve (12) full calendar month period thereafter.
- (j). Integration. This Lease supersedes and renders null and void all previous understandings, promises, covenants and conditions, whether written or verbal, with respect to Lessor's leasing of the Demised Premises to Lessee.
- (k). Additional Rent. All sums of money payable by Lessee to Lessor hereunder (exclusive of Base Rent) shall be deemed Additional Rent, regardless of whether or not specifically referred to as Additional Rent in this Lease.
- (l). Waiver of Jury Trial. Except for an action, proceeding or counterclaim brought by either Lessor or Lessee against the other for personal injury or property damage, Lessor and Lessee hereby waive trial by jury in any action or proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, or Lessee's use or occupancy of the Demised Premises, including any emergency or other statutory remedy with respect thereto.
- (m). Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. At the request of either party, the parties shall promptly exchange executed original counterparts of this Lease. The parties shall be entitled, in their sole discretion, to image or make copies of any final, fully executed documents, including but not limited to the Lease and any related Exhibits or Amendments, and the parties may destroy or archive the paper originals.

31. **NO RECORDATION:** Lessee shall not record or file with any recording clerk's office, either this Lease or any notice or memorandum of this Lease without the express written consent of Lessor, which consent may be withheld in Lessor's sole discretion and which consent, if given, may be conditioned upon Lessee placing in escrow with Lessor's attorney a document discharging of record any such recorded or filed document. If Lessee shall record or file this Lease, or any notice or memorandum thereof without first receiving Lessor's written consent thereto, the Lessor may, and Lessee hereby irrevocably appoints Lessor its agent, coupled this interest to, discharge of record any such recordation or filing at Lessee's expense. The provisions of this Paragraph shall survive the expiration or sooner termination of this Lease.
32. **RELOCATION:** In the event that Lessor in the exercise of its commercially reasonable, good faith discretion decides to redevelop the Demised Premises, the Lessor may require the Lessee to relocate to an alternate premises designated by Lessor, comparable to the Demised Premises, effective as of the end of a calendar month by sending Lessee notice of Lessor's desire to relocate Lessee not less than 30 days prior to the effective date of such relocation. From after the date that the Lessee has relocated to alternate space all references to the "Demised Premises" shall thereafter mean, and refer to, such alternate space. Should relocation be necessary, the new location must be acceptable to Lessee in the exercise of Lessee's reasonable judgment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

FG ROTTERDAM HOLDINGS, LLC

By: _____

Name: David M. Buicko

Title: Authorized Representative

Date: _____

TOWN OF ROTTERDAM

By: _____

Name:

Title:

Date: _____

EXHIBIT A- FLOOR PLAN

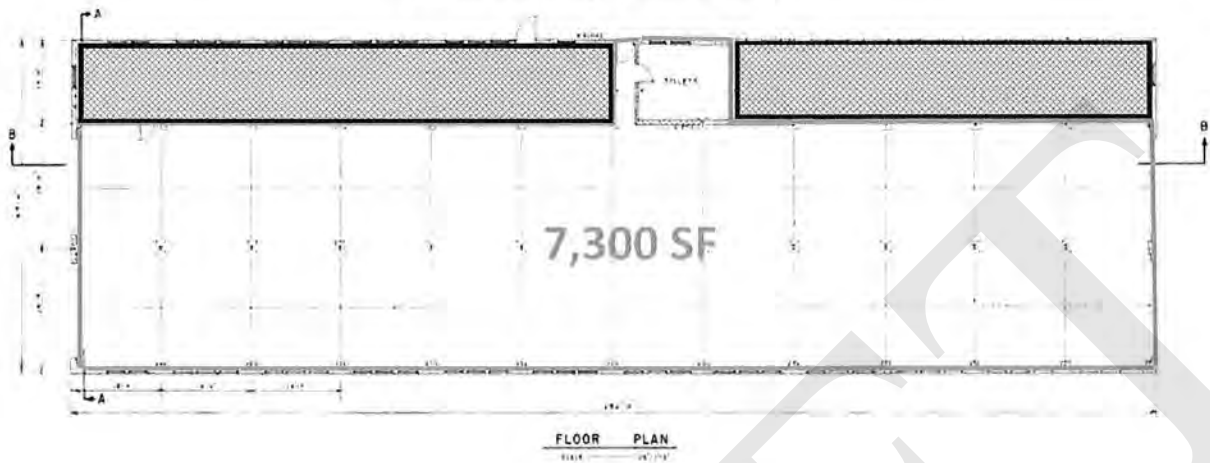


EXHIBIT B

ROTTERDAM CORPORATE PARK SNOW REMOVAL POLICY

Subject to unforeseen circumstances beyond Lessor's reasonable control, all main roads, walkways and any parking lots that are required to be cleared pursuant to this Lease, will commence whenever three (3) inches of snow has fallen during any given snowstorm, and will continue until the storm ends or the accumulation of snow is cleared. Sanding and salting of any portion of the Demised Premises shall only be performed when specifically required under the terms of the Lease.

Lessee is required to cooperate in all reasonable respects with Lessor's snow clearing efforts, including, without limitation removing vehicles and/or personal property that may obstruct Lessor's snow clearing efforts. Lessor agrees to take commercially reasonable efforts to (i) notify Lessee of any instances where its vehicles and/or personal property may interfere with Lessor's snow removal efforts so as to allow Lessee to temporarily relocate any vehicles and/or personal property and (ii) avoid damaging Lessee's vehicles improperly left on parking or others areas within the Industrial Park.

Lessee acknowledges that, because of extreme weather and wind conditions that from time to time occur in upstate New York, Lessor cannot assure Lessee that compliance by Lessor of the snow clearing policy will always result in roadways parking areas, and walkways being, or remaining, free from ice or snow.

RESOLUTION NO. 293.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of September 10, 2025, Town Board meeting as attached.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 16, 2025
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from September 10, 2025, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: September 24, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: September 24, 2025

Background Information: Attached. To adopt the meeting minutes from the September 10, 2025, Town Board Meeting.

Evaluation/Analysis: N/A

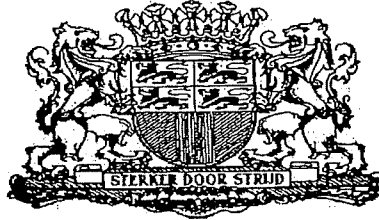
Recommendation(s): To place on Town Board agenda and Town Board meeting of September 24, 2025.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco



TOWN OF ROTTERDAM

DIANE M. MARCO

Town Clerk

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

September 12, 2025

Certified Resolutions: #277.25-#292.25 for the year 2025 was duly adopted at the Town Board Meeting held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction Rotterdam, New York, 12150 that was held Wednesday, September 10, 2025. The Town Board Agenda Meeting started at approximately 6:42 p.m. Motion#15 was made by Councilmember Dodson and seconded by Councilmember Gallucci. The agenda meeting was adjourned at approximately 6:50 p.m. All agreed to adjourn the agenda meeting. The Town Board meeting began at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 8:00 p.m. by Councilmember Dodson and seconded by Councilmember Gallucci. All agreed to adjourn the Town Board Meeting.

All Councilmembers were Present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

September 10, 2025

7:00 PM

Agenda Review 6:30 PM

*Meeting is being held at Rotterdam Junction Volunteer Fire Department
1215 Main Street, Rotterdam Junction NY, 12150*

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

PROCLAMATIONS

PUBLIC HEARING

PRESENTATIONS

- **LaBella Associates – Sewer District No. 7 Consolidation**

EXECUTIVE SESSION

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS: RESOLUTIONS

MOTIONS

15.25 I make a motion to add Resolution #292.25 to the agenda.

RESOLUTIONS

277.25 Accepting Town Board Meeting Minutes. Pg. 4

278.25 To appoint Joshua Nellis to the position of Water & Sewer Maintenance Worker. Pg. 42

279.25 To accept revenue for Town Clerk's office for August 2025. Pg. 48

280.25 To amend Resolution 262.25: To declare Highway vehicles, small engines, small hand tools and plows + wings obsolete. Pg. 54

281.25 To negotiate and execute Change Order No. 1 to an existing agreement with Carver Construction for the Curry Road (Route 7) reconstruction, between Altamont Avenue and Deforest Street project. Pg. 60

282.25 To authorize a final payment and release of retainage to HMA Contracting Corp. Pg. 64

283.25 Call for bids for Rotterdam Senior Center Stairway Rehabilitation Project. Pg. 68

284.25 Call for bids for repairs to Angers Avenue, Bernard Street and Hamburg Street Water Tanks. Pg. 109

285.25 To accept and award bid for Run of Bank Gravel Installation in basement of demolished building located at 369 Duanesburg Road. Pg. 151

286.25 To recognize the introduction of Introductory Local Law No. ___ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam and scheduling a public hearing thereon. Pg. 185

287.25 To recognize the introduction of Introductory Local Law No. ___ of 2025; To amend Chapter 266, "Vehicles and Traffic", section 52, entitled "Schedule XII: No Parking At Any Time" and scheduling a public hearing thereon. Pg 197

288.25 Resolution designating the Town of Rotterdam as Lead Agency pursuant to part 617 of the State of New York Environmental Quality Review Act with respect to the Consolidation of Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2. Pg. 205

289.25 Accept engineering report for Sewer District No. 7 Consolidation as prepared by Labella Associates. Pg. 215

290.25 Resolution authorizing the endorsement of a proposed Joint Consolidation Agreement pursuant to sections 751 2(A) and 752 of the General Municipal Law consolidating Sewer District #7; Sewer District #7, Ext. # 1 and Sewer District #7, Ext. #2 into one consolidated Sewer District subject to the completion of proceedings pursuant to Article 17-A of the General Municipal Law of the state of New York. Pg. 297

291.25 Resolution calling for a Public Hearing regarding the proposed lease of warehouse space for storage of town equipment.

292.25 To appoint Dan Marsello to the position of GIS, Map's Location Worker.

**LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT
Mollie A. Collins, Supervisor**

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

MOTION 15.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add Resolution #292.25 to the agenda.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed to add Resolution #292.25 to the agenda and by the Town Board of the Town of Rotterdam on September 10, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



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

RESOLUTION NO. 277.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of August 13, 2025, Town Board meeting as attached.

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



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

RESOLUTION NO. 278.25

**TO APPOINT JOSHUA NELLIS TO THE POSITION OF WATER & SEWER
MAINTENANCE WORKER**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Joshua Nellis, of Pattersonville, New York 12137, is hereby appointed to the position of Water & Sewer Maintenance Worker, probationary, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-five thousand seven hundred thirty and 10/100 (\$55,730.10) dollars, commencing September 15, 2025.

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



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

RESOLUTION NO. 279.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of August 2025 has been placed on file and the town clerk's check in the amount of six thousand six hundred fifty-five dollars and 28/100 (\$6,655.28) has been submitted to the supervisor for deposit.

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



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

RESOLUTION NO. 280.25

TO AMEND RESOLUTION 262.25: TO DECLARE HIGHWAY VEHICLES, SMALL ENGINES, SMALL HAND TOOLS AND PLOWS + WINGS OBSOLETE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 262.25 and all items listed, as amended, is hereby amended, and restated as follows: The Town Board, of the Town of Rotterdam, on the advice and recommendation of the Highway Superintendent, hereby declares the following items obsolete and no longer needed by the Town and authorizes their proper disposal or auction:

Vehicles:

<u>Year:</u>	<u>Make/Model:</u>	<u>Vin#:</u>	<u>Condition:</u>
2007	F350 Crew Cab Chassis	1FDW36Y47EA61710	Doesn't Run
2002	Sterling 20yrd Packer Pac-Mor-Bodie	2FZABYCS12AJ45150	Runs/Drives (Updated)
2001	Plow Wing + Salter FL 80	1FVABXAK72HK02141	Runs/Drives
2004	Int. 7400 4wd w/ Plow + Wings	1HTWEAD94JO92223	Runs, Needs Turbo
2009	Int. 4300 Brush Truck Grapple	1HTMMAAR69H080561	Runs/Drives
2012	F150 4x4	1FTNFIEFICKD79834	Runs/Drives

Small Engines:

- Honda GX 630 – Not Running
- Kohler KT 17 – Not Running

Small Hand Tools:

- Steel Max 7.25" – Broken metal cutter w/ case
- (1) Safety Vision TV Monitor – No Cables
- (1) SK47170 Ratch – Broken
- Stihl Pole Saw Shaft
- Weedwacker Shaft
- Chain Saw Parts

Plows + Wings:

- (4) Viking Tunnel Plow
- (4) Viking Wings

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



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

RESOLUTION NO. 281.25

TO NEGOTIATE AND EXECUTE CHANGE ORDER NO. 1 TO AN EXISTING AGREEMENT WITH CARVER CONSTRUCTION FOR THE CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN ALTAMONT AVENUE AND DEFOREST STREET PROJECT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Change Order No. 1 to an existing agreement with Carver Construction, located at 26 Corporate Circle, Albany, NY 12203, for additional material costs to the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street, in an amount not to exceed two thousand nine hundred seventy and 00/100 (\$2,970.00) dollars, for a new total agreement amount not to exceed one hundred seventy six thousand one hundred forty four and 00/100 (\$176,144.00) dollars.

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



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

RESOLUTION NO. 282.25

TO AUTHORIZE A FINAL PAYMENT AND RELEASE OF RETAINAGE TO HMA CONTRACTING CORP.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute all documents for the release of retainage and issue final payment to HMA Contracting Corp., located at PO Box 151, Mechanicville, NY, 12118, for the Rotterdam Senior Center Lot Improvements Project, in the total amount, not to exceed twenty-five thousand five hundred thirty and 38/100 (\$25,530.38) dollars.

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



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

RESOLUTION NO. 283.25

**CALL FOR BIDS FOR ROTTERDAM SENIOR CENTER STAIRWAY
REHABILITATION PROJECT**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Rotterdam Senior Center Stairway Rehabilitation Project.

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 **Wednesday, the 1st day of October 2025, at 11:00 A.M.**, will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ROTTERDAM SENIOR CENTER STAIRWAY REHABILITATION PROJECT

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

If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT 1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON BIDNET PRIOR TO 11:00 A.M., OCTOBER 1, 2025

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

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

DATED: September 10, 2025

BidNet: Please publish on September 12, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk Post

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



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

RESOLUTION NO. 284.25

**CALL FOR BIDS FOR REPAIRS TO ANGERS AVENUE, BERNARD STREET AND
HAMBURG STREET WATER TANKS**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Repairs to Angers Avenue, Bernard Street and Hamburg Street Water Tanks.

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 **Wednesday, the 1st day of October 2025, at 11:30 A.M.**, will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**REPAIRS TO ANGERS AVENUE, BERNARD STREET AND HAMBURG STREET
WATER TANKS**

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source.

Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 11:30 A.M., OCTOBER 1, 2025**

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

**BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK
DATED: September 10, 2025**

BidNet: Please publish on September 12, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk Post

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



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

RESOLUTION NO. 285.25

TO ACCEPT AND AWARD BID FOR RUN OF BANK GRAVEL INSTALLATION IN BASEMENT OF DEMOLISHED BUILDING LOCATED AT 369 DUANESBURG ROAD

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

RUN OF BANK GRAVEL INSTALLATION IN BASEMENT OF DEMOLISHED BUILDING LOCATED AT 369 DUANESBURG ROAD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Run of Bank Gravel Installation in basement of demolished building located at 369 Duanesburg Road, to W. M. Larned & Sons, Inc., located at 544 Burdeck Street, Schenectady NY, 12306, at the mutual consent of both the Town and W. M. Larned & Sons, Inc, in the amount not to exceed, \$26.50 cost per cy, total lump sum of thirty one thousand eight hundred and 00/100 (\$31,800.00) dollars.

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

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



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

RESOLUTION NO. 286.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. ___ OF 2025; TO REPEAL CHAPTER 247 STREETS AND SIDEWALKS SECTIONS §247-4 THROUGH §247-14 AND ADOPT THE NEW CHAPTER 247 SECTIONS §247-4 THROUGH §247-14 OF THE CODE OF THE TOWN OF ROTTERDAM AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS The Town Code related to Chapter 247 – Street and Sidewalks, sections 247-4 through 247-14 is outdated with respect to current sidewalks specifications and design; now

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ___ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam to be consistent with current ADA accessibility guidelines, design standards and specifications.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

To recognize the introduction of Introductory Local Law No. ___ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam to be consistent with current ADA accessibility guidelines, design standards and specifications.

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

DATED: September 10, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk

Post

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



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

RESOLUTION NO. 287.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. ____ OF 2025; TO AMEND CHAPTER 266, "VEHICLES AND TRAFFIC", SECTION 52, ENTITLED "SCHEDULE XII: NO PARKING AT ANY TIME" AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS, Local Law No. 4 of 2021 was enacted on June 23, 2021, to add No Parking signs along several streets near the Pop Warner Football field; and

WHEREAS, Pop Warner Football now has a parking area, and games are only held on Saturdays and Sundays from September 1 through November 30 which has reduced the need for spectators to park on the side streets during the week and off months; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2025; To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" and schedule a public hearing.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

To recognizes the introduction of Introductory Local Law No. ____ of 2025; To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" by amending the signage to state "No Parking on Saturdays and Sundays from September 1 through November 30".

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

DATED: September 10, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk

Post

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



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

RESOLUTION NO. 288.25

RESOLUTION DESIGNATING THE TOWN OF ROTTERDAM AS LEAD AGENCY PURSUANT TO PART 617 OF THE STATE OF NEW YORK ENVIRONMENTAL QUALITY REVIEW ACT WITH RESPECT TO THE CONSOLIDATION OF SEWER DISTRICT #7, SEWER DISTRICT #7, EXT. #1 AND SEWER DISTRICT #7, EXT. #2

WHEREAS, an engineering report has been prepared in such manner and in such detail as is required by Article 17-A, Title 2 of the General Municipal Law of the State of New York, relating to the consolidation of Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2 in the Town of Rotterdam, County of Schenectady and State of New York; and

WHEREAS, in connection with the consolidation of Sewer District #7, Sewer District #7, Ext. 1 and Sewer District #7, Ext. 2 the Town of Rotterdam will need to review the environmental impact, if any, associated with the creation of the water district extension.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam be designated as lead agency with respect to the environmental review associated with the consolidation of Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2 pursuant to Part 617 of the State Environmental Quality Review Act; and it is further

SECTION 2. The Town Supervisor be authorized to sign any and all documents associated with the environmental review of the consolidation of Sewer District #7, Sewer

District #7, Ext.#1 and Sewer District #7, Ext. #2 pursuant to Part 617 of the State Environmental Quality Review Act.

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



CERTIFICATION OF TOWN CLERK

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

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 10th day of September, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 12 day of September 2025.

Diane M. Marco

Diane Marco, Town Clerk



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

RESOLUTION NO. 289.25

**ACCEPT ENGINEERING REPORT FOR SEWER DISTRICT NO. 7 CONSOLIDATION
AS PREPARED BY LABELLA ASSOCIATES**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts the Engineering Report titled Consolidation Report for Sewer District #7 Consolidation prepared by LaBella Associates, competent engineers, a copy of which is attached hereto, and further authorizes the filing of the aforesaid Engineering Report in the Town Clerk's Office.

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



CERTIFICATION OF TOWN CLERK

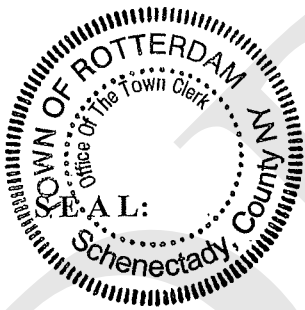
I, **DIANE MARCO**, the undersigned Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY:**

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 10th day of September, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 12 day of September 2025.

Diane M. Marco

Diane Marco, Town Clerk



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

RESOLUTION NO. 290.25

RESOLUTION AUTHORIZING THE ENDORSEMENT OF A PROPOSED JOINT CONSOLIDATION AGREEMENT PURSUANT TO SECTIONS 751 2(a) AND 752 OF THE GENERAL MUNICIPAL LAW CONSOLIDATING SEWER DISTRICT #7; SEWER DISTRICT #7, EXT. #1 AND SEWER DISTRICT #7, EXT. #2 INTO ONE CONSOLIDATED SEWER DISTRICT SUBJECT TO THE COMPLETION OF PROCEEDINGS PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

WHEREAS, the Town of Rotterdam has heretofore established the following Town of Rotterdam Sewer Districts, to wit: Sewer District #7; Sewer District #7, Ext. #1 and Sewer District 7, Ext. #2; and

WHEREAS, the said Town of Rotterdam on behalf of the one sewer district and two sewer district extensions wishes to consolidate all of such areas into the Town of Rotterdam Consolidated Sewer District, a municipal corporation existing pursuant to the Laws of the State of New York and created pursuant to the provisions of Article 17-A of the General Municipal Law of the State of New York, and;

WHEREAS, the Town Board by and through its Supervisor is desirous of endorsing and subsequently entering into the annexed proposed Joint Consolidation Agreement consolidating the one sewer district and two sewer district extensions into one consolidated sewer district serving the following sewer districts: Sewer District #7; Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2; and

WHEREAS, the new Consolidated Sewer District will assume jurisdiction over all areas previously served by the one sewer district and two sewer district extensions; and

WHEREAS, in order to consolidate the one sewer district and two sewer district extensions, it is necessary that the Town of Rotterdam comply with all the provisions of Article 17-A of the General Municipal Law of the State of New York.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam, acting on behalf of the Town of Rotterdam, hereby endorses the attached proposed Joint Consolidation Agreement; and it is further,

SECTION 2. The Town personnel and officers shall undertake the steps required under the aforesaid Article 17-A of the General Municipal Law of the State of New York to comply with the provisions thereof to effectuate such consolidation.

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

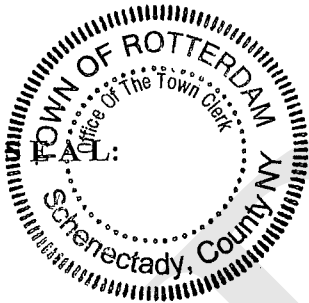


CERTIFICATION OF TOWN CLERK

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

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 10th day of September, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 12 day of September 2025.



Diane M. Marco
Diane Marco, Town Clerk

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

RESOLUTION NO. 291.25

**RESOLUTION CALLING FOR A PUBLIC HEARING REGARDING THE PROPOSED
LEASE OF WAREHOUSE SPACE FOR STORAGE OF TOWN EQUIPMENT**

WHEREAS, the Town of Rotterdam has identified the need for additional storage space for various Town-owned equipment due to insufficient existing space; and

WHEREAS, the Town is considering entering into a lease agreement for the use of warehouse space from FG Rotterdam Holdings, LLC for lease of a portion of Building 20 consisting of 7300 square feet, for the purpose of storing such equipment; and

WHEREAS, pursuant to Section 198 of the New York State Town Law, a public hearing is required prior to entering into a lease agreement involving real property interests.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby calls for a public hearing to be held on September 24, 2025, at 7:00 P.M, located at the John F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York, to hear all interested persons regarding the proposed lease of warehouse space for the storage of Town equipment.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

For the consideration of entering into a lease agreement for the use of warehouse space from FG Rotterdam Holdings, LLC for the lease of a portion of Building 20 consisting of 7300 square feet, for the purpose of storing Town equipment.

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

DATED: September 10, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk

Post

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



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

RESOLUTION NO. 292.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



RESOLUTION NO. 294.25

TO DECLARE IT EQUIPMENT OBSOLETE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board, of the Town of Rotterdam, on the advice and recommendation of the I.T. Department, hereby declares the following equipment obsolete and no longer needed by the Town and authorizes their proper disposal or auction:

- APC Back-Ups 600
- APC rack mount Back-Ups AMX 1500 RMU2 12 A 1200 W
- Dell monitor Ex07WFPc with stand
- (2) Dell monitors 1708FPf with stands
- Dell monitor E156FPf with stand
- IBM Monitor 9512-ABI with stand, built-in speakers
- Dell keyboards (2)
- Microsoft keyboard Natural Ergonomic 4000 v 1.0
- Fellowes wireless keyboard
- IBM ThinkPad laptop A20m (Windows 2000)
- Dell Optiplex GX620 (Windows XP)
- (2) Dell Optiplex 3020 midsize form factor
- Dell Optiplex 3020 large form factor
- Dell Optiplex 760 large form factor
- (3) Dell wired mice
- Fellowes wired mouse
- Logitech wireless mouse
- Cisco Meraki switch MS120-24P
- Netgear 5-port gigabit switch GS105
- Netgear 5-port 10/100 fast ethernet switch FS105
- StarTech.com 4 USB 2.0 Switch Hub
- D Link 5-port Ethernet switch DES-1105
- Epson ES-400 scanner

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 12, 2025

TO: Town Board

FROM: Henry Gerhard I.T. Project Manager and Support Liaison

TITLE OF REQUEST: Declare the following equipment obsolete and to be auctioned/donated/scrapped

TOWN BOARD MEETING: September 24, 2025

Background Information: We have accumulated obsolete technology as shown below:

- APC Back-Ups 600
- APC rack mount Back-Ups AMX 1500 RMU2 12 A 1200 W
- Dell monitor Ex07WFPc with stand
- (2) Dell monitors 1708FPf with stands
- Dell monitor E156FPf with stand
- IBM Monitor 9512-ABI with stand, built-in speakers
- Dell keyboards (2)
- Microsoft keyboard Natural Ergonomic 4000 v 1.0
- Fellowes wireless keyboard
- IBM ThinkPad laptop A20m (Windows 2000)
- Dell Optiplex GX620 (Windows XP)
- (2) Dell Optiplex 3020 midsize form factor
- Dell Optiplex 3020 large form factor
- Dell Optiplex 760 large form factor
- (3) Dell wired mice
- Fellowes wired mouse
- Logitech wireless mouse
- Cisco Meraki switch MS120-24P
- Netgear 5-port gigabit switch GS105
- Netgear 5-port 10/100 fast ethernet switch FS105
- StarTech.com 4 USB 2.0 Switch Hub
- D Link 5-port Ethernet switch DES-1105
- Epson ES-400 scanner

Evaluation/Analysis:

Research into each component has shown there is no useful purpose for the materials described.

Recommendation(s):

Working products should be auctioned or donated, non-working items should be scrapped via E-waste.

Attachment/Document(s):

N/A

Compliance with Purchasing Policy:

Fully compliant with the prescribed purchasing policy.

Effect(s) on Existing Law(s):

None

LEGISLATION WILL BE PREPARED BY:

Supervisors' Office

RESOLUTION NO. 295.25

**TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM
OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL
SERVICE EMPLOYEES' ASSOCIATION (CSEA) TO SETTLE THE GRIEVANCE
REGARDING CREW LEADER PAY**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association to settle a grievance regarding Crew Leader Pay.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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LEGISLATIVE REQUEST FORM

DATE: September 15, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Authorize the supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employees' Association (CSEA) to settle Grievance concerning Crew Leader Pay

TOWN BOARD MEETING: September 24, 2025

Background Information: On July 14, 2025 the CSEA filed a grievance concerning Crew Leader Pay.

Evaluation/Analysis: This matter was discussed in several labor/management meetings which included the town's labor attorney and representatives of CSEA. Negotiations between the Town and CSEA resulted in this Memorandum of Agreement.

Recommendation(s): Authorize the supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employee's Association to settle CSEA grievance dated July 14, 2025 concerning Crew Leader Pay.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 296.25

**TO AUTHORIZE A FINAL PAYMENT AND RELEASE OF RETAINAGE TO CARVER
CONSTRUCTION, 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 execute all documents for the release of retainage and issue final payment to Carver Construction, Inc., 26 Corporate Circle, Albany, NY 12303, for the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project, in the total amount, not to exceed eight thousand eight hundred seven and 20/100. (\$8,807.20) dollars.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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LEGISLATIVE REQUEST FORM

DATE: September 9, 2025

TO: Mollie Collins – Town Supervisor

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

TITLE OF REQUEST: Authorize Release of Retainage for Curry Road Reconstruction.

TOWN BOARD MEETING: September 24, 2025

Background Information: Carver Construction, Inc. is the contractor for Curry Road Reconstruction.

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 Carver Construction, Inc., 26 Corporate Circle, Albany, NY 12303

Attachment/Document(s): Payment App #2 in the amount of \$8,807.20.

Compliance with Purchasing Policy:

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

LEGISLATION WILL BE PREPARED BY:

TO: Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

PROJECT: Curry Road Reconstruction

APPLICATION NO.: 2
PERIOD TO: 8/31/2025

APPLICATION DATE: 9/9/2025

PAGE 1
OF 3

FROM: Carver Construction, Inc.
26 Corporate Circle
Albany, NY 12303

ENGINEER: FCM Engineering, PLLC

PROJECT NO: 0125-016
CONTRACT DATE: 6/13/2025

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the (Sub)Contract. Continuation Sheet(s) is attached.

1. ORIGINAL (SUB)CONTRACT SUM	173,174.00
2. Net change by Change Orders	2,970.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	176,144.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Sheet)	176,144.00
5. RETAINAGE	
a. 0.0% of Completed Work (Columns D + E on Continuation Sheet)	-
b. 0.0% of Stored Material (Column F on Continuation Sheet)	-
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	176,144.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	167,336.80
8. PAYMENT DUE FOR CURRENT PERIOD (Line 6 minus Line 7)	8,807.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Total approved in prior months			
Total approved this month			
Totals	-	-	
Net changes by Change Order			2,970.00

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

CONTRACTOR

By:

Date:

State of:

County of:

Subscribed and sworn to before me this

day of

Notary Public:

MELISSA K. VIVENZIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI6092777
Qualified in Albany County
Commission Expires May 27, 2027

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, I certify that to the best of my knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the (Sub)Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

By:

Date:

AIA DOCUMENT G703

APPLICATION NUMBER:	2
PERIOD TO:	08/31/25
APPLICATION DATE:	09/09/25
PROJECT NO.	0125-016
PAGE	2.

AIA DOCUMENT G703

AIA DOCUMENT G703

APPLICATION NUMBER:	2
PERIOD TO:	08/31/25
APPLICATION DATE:	09/09/25
PROJECT NO.	0125-016
PAGE	6.

[illegible]

RESOLUTION NO. 297.25

**ESTABLISHING WATER/SEWER RENTS AND CONTRACT ASSESSMENTS FOR
THE YEAR 2025 FOR THE WATER/SEWER DISTRICTS**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. That water/sewer rents and contract assessments for the year 2025 for the water/sewer districts of the Town of Rotterdam hereinafter set forth, be and they hereby are established and that the Receiver of Taxes and Assessments, is hereby directed to receive and collect from the several persons named on the water rent roll, the several sums mentioned in the last column thereof opposite their respective name on or after June 1 through July 31, 2025. All charges unpaid by July 31, 2025, will be placed on Town Tax Rolls with additional penalties and collected in the same manner as other Town taxes:

District:	Charge per unit:	Total Collected:
Water 3&4	\$520.62	\$191,588.16
Water 5	\$91.54	\$1,051,507.91
Sewer 2	\$418.26	\$1,412,909.72
Sewer 3	\$183.08	\$40,710.28
Sewer 4	\$555.56	\$2,222.22
Sewer 6	\$1,179.78	\$19,820.24
Sewer 7	\$283.71	\$132,506.75
Grand Total:		\$2,851,265.28

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: September 16, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane J. Martin, Receiver of Taxes

TITLE OF REQUEST: 2025 Water/Sewer Rent Collection

TOWN BOARD MEETING: September 24, 2025

Background Information: Annual water rent collection for Water Districts 3&4 and Water 5/Sewer categorized by user type

Evaluation/Analysis: User fee per unit set by Town Board resolution

Recommendation(s): Accept Receiver of Taxes 2025 Water/Sewer Collection totals per district from collection.

Attachment/Document(s): Water/Sewer Collection totals breakdown from Receiver of Taxes.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Diane Martin, Receiver of Taxes

TOTALS FOR 2025 WATER/SEWER COLLECTION

Water 3&4 \$520.62 per unit

Total Collected: \$191,588.16

Water 5 \$91.54 per unit

Total Collected: \$1,051,507.91

Sewer

Sewer 2 \$418.26 per unit \$1,412,909.72

Sewer 3 \$183.08 per unit \$40,710.28

Sewer 4 \$555.56 per unit \$2,222.22

Sewer 6 \$1,179.78 per unit \$19,820.24

Sewer 7 \$283.71 per unit \$132,506.75

Total Collected: \$1,608,169.21

Water 3&4	\$191,588.16
Water 5	\$1,051,507.91
Sewers	\$1,608,169.21

Total Collected: \$2,851,265.28

RESOLUTION NO. 298.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH COUNTY WASTE &
RECYCLING FOR WASTE PICKUP AT 26 W. CAMPBELL ROAD**

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 County Waste & Recycling, located at PO Box 431, Clifton Park, New York 12065, for weekly waste pickup located at 26 West Campbell Road, Rotterdam, New York 12306, at a weekly rate not to exceed one hundred ninety four and 55/100 (\$194.55) dollars, for a term of 60 months.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
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LEGISLATIVE REQUEST FORM

DATE: September 16, 2025

TO: Mollie Collins – Town Supervisor

FROM: Lisa Gallo – Public Works Coordinator *LG*

TITLE OF REQUEST: County Waste & Recycling Contract

TOWN BOARD MEETING: September 24, 2025

Background Information: County Waster and Recycling has been performing this service for the Town for over 20 years. They also pick-up at the Parks Department where the Water Department and the Town Hall garbage is brought.

Evaluation/Analysis: County Waste & Recycling have performed the duties of the contract over all these years.

Recommendation(s): Authorize Supervisor to sign customer service agreement for County Waste & Recycling to continue to provide these services to the Town at \$194.55 per week for the term of five (5) years.

Attachment/Document(s): County Waste & Recycling Customer Service Agreement

Compliance with Purchasing Policy: Yes.

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Customer Service Agreement

COUNTY WASTE
A WASTE CONNECTIONS COMPANY
PO BOX 431
CLIFTON PARK, N.Y. 12065
TEL: 518-877-2357 FAX: 518-877-7337

By: *Asheley Kelly*
(AUTHORIZED SIGNATURE)

Title: Sales Representative

EFFECTIVE DATE: 7/15/2025
OTHER

SITE INFORMATION	
ACCOUNT #	1124476
SITE NAME	TOWN OF ROTTERDAM WATER
CONTACT NAME	
ADDRESS	26 W CAMPBELL RD
CITY	SCHENECTADY
STATE ZIP	NY 12306
EMAIL ADDRESS	
TELEPHONE	518-355-9520

BILLING INFORMATION	
BILLING NAME	TOWN OF ROTTERDAM WASTE
CONTACT	
ADDRESS	1100 SUNRISE BLVD
CITY	SCHENECTADY
STATE ZIP	NY 12306
TELEPHONE	518-355-9520
EMAIL ADDRESS	

SERVICE DESCRIPTION
2 YD 1X WK 1

TYPE ACCOUNT
COMMERCIAL

SERVICE PRICE
194.55

QUANTITY
1.00

The service agreement is for 60 months and the renewal period is for 60 months.

PAYMENT TERMS:

The undersigned individual signing this agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer. **TERMS: NET 10 DAYS.** State and local taxes, government franchise fees (if applicable), administrative fees, fuel surcharges, and environmental fees also apply. Container relocation, container removal and seasonal restarts will be provided at additional costs.

INITIAL HERE

By: _____
(AUTHORIZED SIGNATURE)

Title: _____

CUSTOMER NAME (PLEASE PRINT)

7/15/2025
DATE OF AGREEMENT

COMMENTS

Please sign where indicated and return in the enclosed self-addressed envelope.
If you should have any questions, please call Customer Service @ 1-866-919-6499. THANK YOU!

TERMS AND CONDITIONS

ARTICLE I SERVICES RENDERED

Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

ARTICLE II TERM

THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT IS 60 MONTHS FROM THE EFFECTIVE DATE SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, WHICH IS THE DATE CONTRACTOR'S EQUIPMENT IS DELIVERED TO CUSTOMER'S LOCATION OR SERVICE UNDER THIS AGREEMENT COMMENCES, WHICHEVER IS EARLIER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 60 MONTHS TERMS (EACH A "RENEWAL TERM" AND TOGETHER WITH THE INITIAL TERM, THE "TERM") THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION BY U.S. CERTIFIED OR REGISTERED MAIL, POSTAGE PREPAID AND RETURN RECEIPT REQUESTED, TO THE OTHER PARTY AT LEAST NINETY (90) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. ANY SUCH NOTICE SHALL BE SENT TO THE OTHER PARTY'S ADDRESS SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, OR ANY CHANGE OF ADDRESS COMMUNICATED IN WRITING BY THE OTHER PARTY DURING THE TERM OF THE AGREEMENT. A RENEWAL TERM SHALL BECOME EFFECTIVE (THEREBY EXTENDING THE THEN-CURRENT TERM) UPON EITHER PARTY'S FAILURE TO GIVE NOTICE OF TERMINATION WITHIN THE TIME PERIOD SET FORTH ABOVE. NOTWITHSTANDING THE FOREGOING, CUSTOMER AGREES THAT IT SHALL NOT PROVIDE ANY SUCH NOTICE OF TERMINATION IF CONTRACTOR MEETS COMPETITIVE OFFERS MADE BY THIRD PARTIES IN WRITING FOR SIMILAR SERVICES AFTER CONTRACTOR'S REVIEW THEREOF PURSUANT TO ARTICLE XIII BELOW.

ARTICLE III WASTE MATERIALS

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by Customer at the locations specified on the first page of this Agreement (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and Customer agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. In the event that any recyclable materials furnished to Contractor by Customer are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Contractor not to be resalable or to have a reduced resale value, Contractor may, in addition to its other remedies, require Customer to pay Contractor, as liquidated damages and not as a penalty, the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such materials and for the reduction in resale value of such materials. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by Customer to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.

ARTICLE IV TITLE

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer. Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

ARTICLE V PAYMENTS

Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the rates, charges and fees provided for herein ("Charges"). Payment shall be made by Customer to Contractor within the period of time set forth on the first page of this Agreement. Contractor may impose and Customer agrees to pay a late fee as determined by Contractor for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law. Any dispute or claim against Contractor concerning any amount invoiced by Contractor must be asserted by Customer in writing to Contractor at the address set forth on the first page of this Agreement not later than one hundred eighty (180) days following the event or circumstance giving rise to the underlying dispute or claim; the failure to abide by such time requirement shall constitute a release and waiver by Customer of any rights in respect of, and shall constitute a bar on, any claims or requests for relief by Customer on the basis of such dispute or claim. Customer will pay Contractor a standard recycling services and equipment charge set forth herein (irrespective of changing commodity values). Customer shall continue to provide, and Contractor shall continue to collect, recyclable materials from Customer in accordance with the terms of this Agreement for the Term hereof notwithstanding changing commodity values.

ARTICLE VI

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RATE ADJUSTMENTS

Customer agrees that the Charges shall be increased from time to time to adjust for increases in the Consumer Price Index. Because disposal, fuel, materials and operations costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the Charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the Charges to account for increases in the average weight per container yard of Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), and changes in the values associated with recyclable materials. Contractor may increase Charges for reasons other than those set forth above with the consent of Customer. Such consent may be evidenced orally, in writing or by the practices and actions of the parties. In the event Contractor adjusts the Charges as provided in this Article, the parties agree that this Agreement as so adjusted will continue in full force and effect. Customer acknowledges and agrees that adjustments to the Charges might not be directly associated with increased costs of servicing Customer's specific account; rather, adjustments to the Charges might be based upon overall costs and expenses incurred by Contractor on a regional or national basis.

ARTICLE VII SERVICE CHANGES AND AMENDMENTS

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced orally, in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new service address is located within Contractor's service area. Should Customer change its service address to a location outside Contractor's service area, Customer may cancel the Agreement upon thirty (30) days' written notice to Contractor. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

ARTICLE VIII RESPONSIBILITY FOR EQUIPMENT

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customer shall pay additional charges each time that a container is overloaded (by weight or volume). Customer shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified on the first page of this Agreement.

ARTICLE IX DAMAGE TO PAVEMENT

Customer warrants that Customer's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and Customer agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service at Customer's location.

ARTICLE X EARLY TERMINATION; LIQUIDATED DAMAGES

In the event Customer requests termination of this Agreement prior to the expiration of its Term other than as a result of an uncured breach by Contractor or if Contractor terminates this Agreement for Customer's breach (including nonpayment), then, in addition to such other damages as may be sustained by Contractor, Customer agrees to pay to Contractor all past due sums plus, as liquidated damages, a sum calculated as follows: (a) if the remaining Term under this Agreement is six (6) or more months, the average of Customer's most recent six (6) monthly charges multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, the average of Customer's most recent six (6) monthly charges multiplied by the number of months remaining in the Term. Notwithstanding the foregoing, if Customer suspended Contractor's collection services or reduced the frequency of Contractor's collection services by 50% or greater during the most recent six (6) month period, then Contractor may calculate liquidated damages using the average of Customer's six (6) monthly charges prior to the suspension or reduction in services, instead of Customer's most recent six (6) monthly charges. If the Term has not yet run for six (6) months, the average of Customer's monthly charges to date shall be used. Customer expressly acknowledges that in the event of an early termination of this Agreement, the anticipated loss to Contractor in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. The parties stipulate and agree that the liquidated damages set forth in this Article will compensate Contractor for the loss of revenue attributable to the early termination of this Agreement, but the payment of these liquidated damages shall not in any way limit Contractor's rights and remedies relating to a breach of any other provision(s) of this Agreement.

Customer acknowledges and agrees that any request for termination of this Agreement prior to expiration of the Term requires an unscheduled collection of Contractor's equipment, which may take up to thirty (30) days to complete after Contractor receives from Customer: (a) a written request to terminate this Agreement; and (b) full payment of all liquidated damages and past due amounts owed by Customer to Contractor. Customer agrees that it shall

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not move or allow any third party to move Contractor's equipment during the thirty (30) day period and any time prior thereto, within which Contractor has the sole and exclusive right to service and remove its equipment from Customer's service location, and hereby grants Contractor an irrevocable right and license to allow its equipment to remain on Customer's service location for such thirty (30) day period and all times prior thereto. This Article shall survive the termination or expiration of this Agreement.

ARTICLE XI

BREACH, SUSPENSION AND TERMINATION FOR CAUSE

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

ARTICLE XII

ASSIGNMENT

Without the prior written consent of Contractor, which may be withheld in Contractor's sole and absolute discretion, Customer shall not take any one or more of the following actions: (a) assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger or operation of law, or otherwise; (b) appoint any third party agent (including without limitation any management company or broker) to exercise any rights, responsibilities, or take any action under this Agreement; or (c) request a change in Customer's billing address to any third party. Any violation of this Article by Customer shall constitute a breach of this Agreement for which Contractor may, in its sole and absolute discretion, seek damages and/or specific performance, including injunctive relief, without the requirement of establishing irreparable injury.

ARTICLE XIII

OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES; RIGHT OF FIRST REFUSAL

Contractor values the opportunity to meet all of Customer's Waste Materials collection, disposal and recycling needs. Customer will provide Contractor the opportunity to meet those needs and to provide, on a competitive basis, any additional Waste Materials collection, disposal and recycling services during the Term of this Agreement. Customer also grants Contractor a right of first refusal to match any offer Customer receives (or makes) related to the provision of services to Customer similar to those covered hereunder upon expiration or termination of this Agreement for any reason, and Customer shall give Contractor prompt written notice of any such offer and a reasonable opportunity (but in any event at least five (5) business days from receipt of such notice) to match any such offer. In the event that Contractor matches such an offer, the parties hereto shall thereafter be bound by the terms of such offer. If Customer fails to comply with these right of first refusal provisions in any instance, then Customer shall pay to Contractor all resulting damages incurred by Contractor, including, without limitation, lost profits.

ARTICLE XIV

EXCUSED PERFORMANCE

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

ARTICLE XV

BINDING EFFECT

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and permitted assigns, in accordance with the terms and conditions set out herein.

ARTICLE XVI

ATTORNEYS' FEES

In the event Customer fails to pay Contractor all amounts which become due under this Agreement (including any liquidated damages, late fees and interest assessed thereon), or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to all past due sums, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

ARTICLE XVII

ENTIRE AGREEMENT; GOVERNING LAW; SEVERABILITY; SURVIVAL

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions, except that the agreement to arbitrate in Article XVIII shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.). If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable. All agreements, representations, warranties and acknowledgments of Customer shall survive any termination or expiration of this Agreement, including, without limitation, those set forth in Articles III, IV, V, VIII, IX, X, XII, XIII, XVI and XVIII.

ARTICLE XVIII

BINDING ARBITRATION AND CLASS ACTION WAIVER

Except for Excluded Claims (as defined below), any disputes, controversies or claims arising out of or relating to this Agreement or any prior agreement between the parties hereto, the breach of such agreement(s), or any amounts paid or invoiced between the parties, shall be resolved by mandatory binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following claims are not subject to mandatory binding arbitration (collectively, "Excluded Claims"): (A) either party's claims against the other in connection with bodily injury, real property damage or Excluded Waste; (B) Contractor's claims against Customer to collect past due Charges or liquidated damages under this Agreement or any prior agreements between the parties; (C) Contractor's pursuit of any claims or relief relating to the provisions in Articles VIII and/or X or any similar provisions in any prior agreements between the parties, and any injunctive relief sought in relation thereto; and (D) any claims or relief sought in relation to Article XII or any similar provision in any prior agreements between the parties. This agreement to arbitrate is governed by the Federal Arbitration Act.

THE PARTIES HERETO AGREE THAT ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS OF ANY NATURE, WHETHER IN ARBITRATION OR OTHERWISE AND WHETHER RELATING TO THIS AGREEMENT OR OTHERWISE, MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING. ACCORDINGLY, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO ANY DISPUTES, CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES.

Notwithstanding anything to the contrary herein or in the Rules, any interpretation or adjudication related to this Article shall be done by a court, not an arbitrator.

ARTICLE XIX

CUSTOMER MASTER SERVICE AGREEMENTS

If Customer and Contractor or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Materials, and in the event of a conflict between the Master Service Agreement and this Agreement, the terms of this Agreement shall control, except to the extent the Master Service Agreement specifically references a provision of this Agreement, which reference shall include any applicable Article or Section reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.

RESOLUTION NO. 299.25

**TO AUTHORIZE THE INSTALLATION OF AN ADDITIONAL STREETLIGHT
ALONG MAIN STREET IN ROTTERDAM JUNCTION**

WHEREAS, with growing safety concerns, an additional streetlight needs to be installed on Main Street, on existing utility pole NM 395, with fixtures similar to the existing LED B-24-watt light National Grid uses; and

WHEREAS, the engineering design and installation will be performed by National Grid at no cost to the Town; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes National Grid to perform the installation of one additional lighting fixture on pole NM 395 located on Main Street, Rotterdam Junction, shown on the attached map, in Lighting District Number 2 at no cost to the Town of Rotterdam.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 18, 2025

TO: Town Board

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

TITLE OF REQUEST: Additional Street Lighting on Main Street – Rotterdam Junction

TOWN BOARD MEETING: September 24, 2025

Background Information:

Property owner at 1516 Main Street contacted the Town regarding the lack of street lighting around his home and concerns regarding safety at night. Recently there was an incident around 3:00 AM where an individual who was walking along the road and went onto his property and tried to break open his car that was parked near his home. A field investigation was conducted, which included visiting the area at night to determine current light levels and if new lighting is warranted at or near this location.

Evaluation/Analysis:

Based upon my evaluation of the existing light levels, I recommend that an additional streetlight be installed on Main Street. The new streetlight would be mounted on existing utility pole NM 395. The style of light fixtures will be similar to the existing LED B-24-watt light. As per email from National Grid, the engineering design and installation will be performed by National Grid at no cost to the Town.

Recommendation(s):

I recommend that the Town Board approve the installation of one additional lighting fixture on pole NM 395 Main Street where shown on the attached map. The new streetlight would be included as part of Lighting District Number 2.

Attachment/Document(s):

Map showing location of new street lighting.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

1516 Main Street, Rotterdam Junction

Legend

 1516 Main St

1516 Main St

Main St

River Rd

Google Earth

Image © 2025 Airbus



300 ft

September 24, 2025

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POLE NM 395