

## TOWN OF GUILDERLAND

### MEMORANDUM

TO: Supervisor Peter G. Barber and Town Board Members

FROM: Bill Bremigen, Superintendent  
Department of Water & Wastewater Management

RE: 12/16/25 Board Agenda

DATE: 12/15/2025

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Please consider the renewal of the five-year water agreement for the sale of water between the Towns of Guilderland and Rotterdam.

A new five-year agreement was negotiated with representatives from the Town of Rotterdam. The new agreement will allow Guilderland to purchase 75 million gallons or more a year and the water rates will increase 5% annually. This is a good deal for both Towns, as Guilderland will get quality water at reasonable rates, and Rotterdam will be able to forward significant water system improvement projects.

The Memorandum of Agreement between the Town of Rotterdam and Town of Guilderland for the sale of water is attached.

It is recommended that the Town Board authorize the Supervisor to execute the renewal agreement.

Bill Bremigen

# **MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND TOWN OF GUILDERLAND FOR THE SALE OF WATER**

This Memorandum of Agreement entered into \_\_\_\_ of December, 2025 (hereinafter "Agreement") between the TOWN OF ROTTERDAM, a Municipal Corporation, established under the laws of the State of New York, located in the County of Schenectady, with a principal place of business at 1100 Sunrise Blvd, Rotterdam, New York 12306, hereinafter referred to as "Rotterdam," and the TOWN OF GUILDERLAND, a Municipal Corporation, established under the laws of the State of New York, located in the County of Albany, with a principal place of business at 5209 Western Tpk., Guilderland, New York 12084, hereinafter referred to as "Guilderland," and collectively "the Parties," is for the purpose of outlining the terms under Article 5-G of the General Municipal Law of the State of New York, for a mutual emergency water interconnection and permanent water interconnection for the sale of potable water.

## **DEFINITIONS**

Emergency Conditions: Any condition that results in inadequate water supplies within either Parties' water system to meet the health and safety needs of the public and users of the water system, such as transmission main break, major infrastructure failure, source water contamination that cannot be treated to meet applicable federal and New York State Department of Health Drinking Water Standards or the like.

Emergency Interconnection: A manually-operated physical interconnection between the Rotterdam and Guilderland water systems in the vicinity of New York State Route 158 and County Line Road.

Emergency Water Supply: Potable water supply provided under emergency conditions with an expected volume not to exceed one million gallons per day or about 1,100 gpm over a 24-hour period not lasting more than 14 calendar days.

Notice: Verbal, digital and written communications between the Parties outlining the timing, nature, and expected duration of an emergency condition and initiating emergency water supply. Written notice must be provided among the Parties within two (2) hours of any verbal notice.

Permanent Interconnection: A metered, pressurized bi-directional physical interconnection of the Rotterdam and Guilderland water systems in the vicinity of Route 158 and County Line Road allowed under the Water Supply Permit ID No. 4-0130- 00294/0001 issued by the New York State Department of Environmental Conservation, as may be amended.

Permanent Water Supply: Potable water supply provided automatically upon demand by Rotterdam to Guilderland.

## **TERMS OF AGREEMENT**

1. The Parties agree that the mutual provisions for Emergency Water Supply and Permanent Water Supply are in the best interest of the Town of Rotterdam and the Town of Guilderland.
2. The Parties agree that an Emergency Water Supply shall be furnished only upon Notice, with agreement among the Parties, in writing, and for the minimum duration required to respond to Emergency Conditions.
3. The Parties agree that that Permanent Water Supply may be sold under the terms of this Agreement and the Water Supply Permit ID No. 4-0130-00294/0001 issued by the New York State Department of Environmental Conservation, as may be amended.
4. Due to the critical nature of potable water supply, the Parties agree to each maintain their respective water systems in good working order to fulfill the obligations of this Agreement and any subsequent Agreement. The costs to operate and maintain the respective water systems shall be the obligation of each party independently. Each Party shall maintain adequate insurance coverage to protect against loss.
5. Guilderland shall operate and maintain the Permanent Interconnection and Rotterdam shall be afforded reasonable opportunity to inspect the Interconnection at any time under the terms of this Agreement.
6. The Parties shall comply with all applicable rules, regulations, permits, and approvals for the respective water supply systems, including all local laws, ordinances, and the Water Supply Permit ID No. 4-0130-00294/0001 issued by the New York State Department of Environmental Conservation.
7. All technical data relating to the water systems owned by Rotterdam and Guilderland within the possession of the Parties shall be made available to the other Parties on an as needed basis without expense.
8. This Agreement contains the entire understanding between Rotterdam and Guilderland and any agreements hereafter made between Rotterdam and Guilderland shall modify this Agreement only when signed by the authorized representatives of Rotterdam and Guilderland, after town board approval.
9. In accordance with Section 118-a of the General Municipal Law, the term of this Agreement shall be for five (5) years. Rotterdam and Guilderland agree to review this Agreement annually throughout the term of this Agreement. Unless a Party notifies the other Party in writing at least 90 days before the expiration of the term, this Agreement shall be extended for an additional five (5) year term. Modifications, amendments or changes to this Agreement must be acceptable to both parties, agreed to in writing and attached to this agreement as an addendum. The addendum shall include all necessary legislative authority to modify this Agreement.

10. The meter within the Emergency Interconnection and Permanent Interconnection shall be maintained in good working order by Guilderland with an annual calibration certificate, as applicable, a copy of which shall be provided to Rotterdam upon request.

### **SCHEDULE OF PAYMENT**

11. The Parties agree that the cost of Emergency Water Supply shall be based on increased costs incurred during the Emergency Conditions.
- a. Invoicing for Emergency Water Supply shall be submitted from the selling Party to the purchasing Party as soon after the event of Emergency Water Supply as practical but not later than 30 days hence.
  - b. Payment for Emergency Water Supply shall be remitted by the purchasing Party to the selling Party as soon after the receipt of the invoice for Emergency Water Supply as practical but not later than 30 days hence.
  - c. Fees: See Paragraph No. 15 – Water Rate Table.
12. The Parties agree that the cost of Permanent Water Supply shall be paid by Guilderland at the purchase rate per 1,000 gallons pursuant to the attached Water Rate Table on an annual basis.
13. On or before January 15th of each year, Guilderland shall make a pre-payment to Rotterdam for the amount calculated with the water rate listed in the Phased Rate Table below towards the purchase of the first 50 million gallons of water for the year.
14. Guilderland water usage shall be limited to maximum month of 25,000,000 gallons, a flow rate not to exceed 1,100 gpm, and an annual maximum withdrawal of 100,000,000 gallons.
15. Water Rate Table – Cost(\$) per 1,000 gallons

Year	Minimum Annual Usage(MG)	Water Rate/1,000gallons
2025	75	\$3.00
2026	75	\$3.15
2027	75	\$3.31
2028	75	\$3.47
2029	75	\$3.65

Rates include prorated share (5% Guilderland Annual Water Use) of \$34M Capital Improvement Project debt service.

**SIGNATORY**

In witness of accord reached by this Agreement, the Parties thereto hereby set their hands

TOWN OF ROTTERDAM

\_\_\_\_\_  
Mollie A Collins, Supervisor

Dated: December \_\_\_\_, 2025

On behalf of the Town Board, Town of Rotterdam by Resolution dated \_\_\_\_\_

TOWN OF GUILDERLAND

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Peter G. Barber, Supervisor

Dated: December \_\_\_\_, 2025

On behalf of the Town Board, Town of Guilderland by Resolution dated \_\_\_\_\_