

MEETING OF THE ROTTERDAM TOWN BOARD

January 1, 2026

1:00 PM

Organizational Meeting

Swearing in Proceedings

Supervisor John Polimeni - Sworn in by Honorable Michael Godlewski

Councilmember Michael S. DeSantis – Sworn in by Ian DeSantis

Councilmember Patty Matelitz - Sworn in by Samantha Quinn

Town Clerk – Megan Griffin – Sworn in by Diane Marco

Receiver of Taxes –Diane Martin – Sworn in by Louis Martin

Town Justice Nadia Viscusi-Stanners – Sworn in by Michael Viscusi

Town Justice Keith Muse – Sworn in by Honorable Kevin Burke

Highway Superintendent Robert J. Denny – Sworn in by John R. Mertz Esq.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR’S REMARKS: Supervisor John Polimeni

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS RESOLUTIONS

- 1.26** To appoint Ronald Schlag to the position of Deputy Supervisor.
- 2.26** To appoint Elisa Squeglia Blum to the position of Confidential Secretary to the Supervisor.
- 3.26** To appoint John R. Mertz, Esq. as attorney for the Rotterdam Town Board, Planning Commission, and Zoning Board of Appeals.
- 4.26** To appoint Alison Grace to the position of Comptroller.
- 5.26** To appoint Megan Griffin to the position of Registrar of Vital Statistics.
- 6.26** To appoint Kelsey Cappello as Deputy Town Clerk and Deputy Registrar of Vital Statistics.
- 7.26** To appoint Giana Benedetto as 2nd Deputy Town Clerk.
- 8.26** To appoint Donna Davignon to the position of Deputy Receiver of Taxes.
- 9.26** To appoint Joseph Marsello as Deputy Highway Superintendent.
- 10.26** To appoint marriage officers and alternates.
- 11.26** To appoint Lynn Flansburg as Chairperson of the Town of Rotterdam Planning Commission.
- 12.26** To appoint Thomas Zink as a member of the Town Planning Commission.
- 13.26** To negotiate and execute an agreement with Donna Levasseur for secretarial and transcription services for the Planning Commission.
- 14.26** To appoint Phil Eats as chair of the Zoning Board of Appeals.
- 15.26** To appoint Angelo Melillo as a member of the Zoning Board of Appeals.
- 16.26** To negotiate and execute an agreement with Lisa Gallo for secretarial and transcription services for the Zoning Board of Appeals.
- 17.26** To negotiate and execute an agreement with Michael Mansion Esq. as attorney for the Ethics Board.
- 18.26** To appoint members of the Town of Rotterdam Ethics Committee.
- 19.26** To appoint various members to the Town of Rotterdam Emergency Medical Board.
- 20.26** To appoint members of the Town of Rotterdam Conservation Advisory Council.
- 21.26** To appoint members of the Town of Rotterdam Parks and Recreation Advisory Committee.
- 22.26** To appoint individuals to various part-time positions and duties for the calendar year 2026.
- 23.26** To appoint employees to various additional duties for the calendar year 2026.
- 24.26** Adopting Rules of Order for regularly scheduled Town Board meetings.

- 25.26** Authorizing and approving the Investment Policies and Guidelines for the Town of Rotterdam.
- 26.26** Authorizing and approving the Purchasing Policy and Procedures for the Town of Rotterdam.
- 27.26** Appointing the Town Board of Rotterdam as the official Board of Health for 2026.
- 28.26** Appointing individuals as members of the Sick Leave Fund Committee.
- 29.26** Adopting the 2026 Town of Rotterdam Meetings Schedule.
- 30.26** Adopting the 2026 salaries of all elected officials, appointed officials, and annually rated permanent employees in the competitive and non-competitive classes of civil service employment and directing payment thereof.
- 31.26** Approving the extension of benefits to qualified elected and full-time appointed positions.
- 32.26** Approve overtime payments to employees upon written approval of the Town Supervisor and/or designees, except in emergency situations.
- 33.26** Authorizing the Supervisor and/or his designee to approve the attendance of employees at various schools and authorize the payment of expenses thereon.
- 34.26** Authorizing the Chief of Police and/or his designee to approve the attendance of any member of the police department at various schools, training sessions, conventions, conferences, or other meetings requiring said attendance.
- 35.26** Authorize and direct the Supervisor and/or his designee to prepare and file with the Town Clerk the annual financial report within one hundred twenty (120) days of the close of the 2025 fiscal year and direct the Town Clerk to publish the necessary legal notice.
- 36.26** Establish petty cash funds.
- 37.26** Establish bank depositories for the Town of Rotterdam.
- 38.26** Establishing the reimbursement rate for mileage.
- 39.26** Designate the Daily Gazette as the official newspaper.
- 40.26** Authorize the utilization of specific engineering firms to act as Town Designated Engineers for 2026.
- 41.26** To negotiate and execute an agreement with FCM Engineering, PLLC.
- 42.26** To negotiate and execute an agreement for participation in the Schenectady County Stop-DWI Program for the year 2026.
- 43.26** To negotiate and execute an agreement with Ben Moore Photography/Video.
- 44.26** To negotiate and execute an agreement with the Boys and Girls Club.
- 45.26** To negotiate and execute an agreement with The Arts Center and Theatre (Open Stage Media).

46.26 To negotiate and execute an agreement with Orrick, Herrington & Sutcliffe LLP Bond Counsel.

47.26 To negotiate and execute an agreement with Scott M. Ronda, LLC to represent tax litigation matters.

48.26 Authorizing the Town Supervisor to Negotiate and Execute Lease Agreements for surplus Town property.

MISCELLANEOUS

ADJOURNMENT

John Polimeni, Supervisor

RESOLUTION NO. 1.26

TO APPOINT RONALD SCHLAG TO THE POSITION OF DEPUTY SUPERVISOR

WHEREAS, Supervisor John Polimeni has appointed Ronald Schlag to the position of Deputy Supervisor of the Town of Rotterdam, pursuant to Section Forty-Two (42) of the Town Law of the State of New York, effective January 1, 2026; and

WHEREAS, Ronald Schlag has graciously accepted the appointment of Deputy Supervisor of the Town of Rotterdam; and

WHEREAS, Deputy Supervisor Ronald Schlag has filed the oath of office, pursuant to Section Twenty-Five (25) of the Town Law of the State of New York; **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 acknowledges the appointment of Ronald Schlag to the position of Deputy Supervisor of the Town of Rotterdam commencing January 1, 2026, through December 31, 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 2.26

TO APPOINT ELISA SGUEGLIA BLUM TO THE POSITION OF CONFIDENTIAL SECRETARY TO THE SUPERVISOR

WHEREAS, Supervisor John Polimeni has appointed Elisa Sgueglia Blum to the position of Confidential Secretary of the Town of Rotterdam, pursuant to New York State Town Law, Section 29, Subpart 15, effective January 1, 2026; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the appointment of Elisa Sgueglia Blum, of Rotterdam, New York, as the Confidential Secretary to the Supervisor, full time, with full employee benefits afforded by members of the CSEA for the year 2026 except for the ability to earn overtime and/or compensatory time, commencing January 1, 2026, through December 31, 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 3.26

TO APPOINT JOHN R. MERTZ ESQ. AS ATTORNEY FOR THE ROTTERDAM TOWN BOARD, PLANNING COMMISSION AND ZONING BOARD OF APPEALS

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 appoints and designates John R. Mertz, Esq. of Rotterdam, New York, to the position of Town Attorney, for the Rotterdam Town Board, Planning Commission, and Zoning Board of Appeals, at an annual salary not to exceed \$154,000.00 dollars commencing January 1, 2026, through December 31, 2026.

SECTION 2. John R. Mertz Esq. shall receive full employee benefits afforded by members of the CSEA for the year 2026, except for the ability to earn overtime and/or compensatory time.

SECTION 3. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 4.26

TO APPOINT ALISON GRACE TO THE POSITION OF COMPTROLLER

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 appoints Alison Grace of Schenectady, New York to the position of Comptroller, full-time, at an annual salary of \$131,585.00 based upon a 40-hour work week commencing January 1, 2026, through December 31, 2026.

SECTION 2. Alison Grace shall receive all the benefits afforded by CSEA members, including annual COLAs and longevity, except for the ability to earn overtime and/or compensatory time, and shall be granted four (4) weeks of vacation accruals for the year 2026.

SECTION 3. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 5.26

TO APPOINT MEGAN GRIFFIN TO THE POSITION OF REGISTRAR OF VITAL STATISTICS

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 appoints Megan Griffin of Rotterdam, New York, to the position of Registrar of Vital Statistics for the Town of Rotterdam, for an annual salary of three thousand four hundred and 00/100 (\$3,400.00) dollars commencing January 1, 2026, through December 31, 2028.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 6.26

TO APPOINT KELSEY CAPPELLO AS DEPUTY TOWN CLERK AND DEPUTY REGISTRAR OF VITAL STATISTICS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the appointment of Kelsey Cappello, of Rotterdam, New York, to the position of Deputy Town Clerk, full time, with full employee benefits, for the Town of Rotterdam pursuant to New York State Town Law Section 30, Subpart (10)(a), commencing January 1, 2026, through December 31, 2028.

SECTION 2. Kelsey Cappello of Rotterdam, New York, is hereby appointed to the position of Deputy Registrar of Vital Statistics with no additional compensation commencing January 1, 2026, through December 31, 2028.

SECTION 3. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: January 1, 2026

TO: Supervisor John Polimeni

FROM: Megan Griffin – Town Clerk

TITLE OF REQUEST: Appointment of Deputy Town Clerks and Deputy Registrar of Vital Statistics

TOWN BOARD MEETING DATE: January 1, 2026

Background Information: Kelsey Capello and Giana Benedetto are currently the Deputy Town Clerks. They have been valuable employees to the Town and have outstanding work ethics and dependability. Kelsey has been the Deputy Registrar of Vital statistics for the 2025 calendar year.

Evaluation/Analysis: Kelsey and Giana are both qualified and knowledgeable to continue working in the Town Clerks office and have exhibited great customer service to the residents.

Recommendation(s): Acknowledge and support the recommendation to appoint Kelsey Capello as Deputy Town Clerk and Registrar of Vital Statistics and appoint Giana Benedetto as 2nd Deputy Town Clerk for the length of the Town Clerk term ending December 31, 2028.

Attachment/Document(s): N/A

Compliance with Purchasing Policy? N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor Office

RESOLUTION NO. 7.26

TO APPOINT GIANA BENEDETTO AS 2ND DEPUTY TOWN CLERK

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the appointment of Giana Benedetto, of Rotterdam, New York, to the position of 2nd Deputy Town Clerk, full time, with full employee benefits, for the Town of Rotterdam pursuant to New York State Town Law Section 30, Subpart (10)(a), commencing January 1, 2026, through December 31, 2028.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

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LEGISLATIVE REQUEST FORM

DATE: January 1, 2026

TO: Supervisor John Polimeni

FROM: Megan Griffin – Town Clerk

TITLE OF REQUEST: Appointment of Deputy Town Clerks and Deputy Registrar of Vital Statistics

TOWN BOARD MEETING DATE: January 1, 2026

Background Information: Kelsey Capello and Giana Benedetto are currently the Deputy Town Clerks. They have been valuable employees to the Town and have outstanding work ethics and dependability. Kelsey has been the Deputy Registrar of Vital statistics for the 2025 calendar year.

Evaluation/Analysis: Kelsey and Giana are both qualified and knowledgeable to continue working in the Town Clerks office and have exhibited great customer service to the residents.

Recommendation(s): Acknowledge and support the recommendation to appoint Kelsey Capello as Deputy Town Clerk and Registrar of Vital Statistics and appoint Giana Benedetto as 2nd Deputy Town Clerk for the length of the Town Clerk term ending December 31, 2028.

Attachment/Document(s): N/A

Compliance with Purchasing Policy? N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor Office

RESOLUTION NO. 8.26

TO APPOINT DONNA DAVIGNON TO THE POSITION OF DEPUTY RECEIVER OF TAXES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the appointment of Donna Davignon, of Rotterdam, New York, to the position of Deputy Receiver of Taxes, full-time, with full employee benefits, for the Town of Rotterdam pursuant to New York State Town Law, Section 37, commencing January 1, 2026, through December 31, 2028.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

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LEGISLATIVE REQUEST FORM

DATE: December 19, 2025
TO: Supervisor Polimeni and Town Board
FROM: Diane Martin, Receiver of Taxes
TITLE OF REQUEST: Re-appointing Deputy Receiver of Taxes
TOWN BOARD MEETING DATE: January 1, 2026

Background Information: Donna Davignon started with the Town of Rotterdam on December 1, 2025, as the Deputy Receiver of Taxes.

Evaluation/Analysis: I request the Town Comptroller take the necessary steps to ensure an official undertaking, Pursuant to New York State Town Law, Section 37.

Recommendation(s): Re-Appoint Donna Davignon as the Deputy Receiver of Taxes to run concurrent with my term as the Receiver of Taxes.

Attachment/Document(s):

Compliance with Purchasing Policy?

Effect(s) on Existing Law(s)?

LEGISLATION WILL BE PREPARED BY:

RESOLUTION NO. 9.26

TO APPOINT JOSEPH MARSELLO AS DEPUTY HIGHWAY SUPERINTENDENT

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 appoints Joseph Marsello, of Rotterdam, New York, to the position of Deputy Highway Superintendent for the Town of Rotterdam pursuant to New York State Town Law, Section 37, on a part-time basis without benefits, and subject to pre-employment background checks, at an hourly rate of \$33.50, and not to exceed \$35,000.00 annually, commencing January 1, 2026, through December 31, 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION 10.26

TO APPOINT MARRIAGE OFFICERS AND ALTERNATES

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 appoints Diane M. Marco of Rotterdam, New York, to the position of Marriage Officer with no additional compensation, commencing January 1, 2026, through December 31, 2028.

SECTION 2. The Town Board of the Town of Rotterdam hereby appoints Diane J. Martin and John J. Woodward of Rotterdam, New York, to the position of Alternate Marriage Officers with no additional compensation, commencing January 1, 2026, through December 31, 2028.

SECTION 3. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

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LEGISLATIVE REQUEST FORM

DATE: December 15, 2025

TO: Supervisor Polimeni and Town Board

FROM: Diane Martin, Receiver of Taxes

TITLE OF REQUEST: Alternate Marriage Officer

TOWN BOARD MEETING DATE: January 1, 2026

Background Information: Diane J. Martin and John J. Woodward have been the alternate marriage officers since 2018, with no additional compensation.

Evaluation/Analysis: This is if the Town Clerk has a marriage scheduled and for some unforeseen reason cannot be available.

Recommendation(s): Appoint Diane J. Martin and John J. Woodward as Alternate Marriage Officer.

Attachment/Document(s):

Compliance with Purchasing Policy?

Effect(s) on Existing Law(s)?

LEGISLATION WILL BE PREPARED BY:

RESOLUTION NO. 11.26

TO APPOINT LYNN FLANSBURG AS CHAIRPERSON OF THE TOWN OF ROTTERDAM PLANNING COMMISSION

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 appoints Lynn Flansburg of Rotterdam, New York, as the Chairperson of the Town of Rotterdam Planning Commission for a one (1) year term, commencing January 1, 2026, through December 31, 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 12.26

TO APPOINT THOMAS ZINK AS A MEMBER OF THE TOWN PLANNING COMMISSION

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 appoints Thomas Zink of Rotterdam, New York, as a member of the Town of Rotterdam Planning Commission for a seven (7) year term, commencing January 1, 2026, through December 31, 2032.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 13.26

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH DONNA LEVASSEUR
FOR SECRETARIAL AND TRANSCRIPTION SERVICES FOR THE PLANNING
COMMISSION**

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 Donna Levasseur of Rotterdam, New York, to provide secretarial and transcription services for the Town of Rotterdam Planning Commission, and on an as-needed basis for the Town of Rotterdam Zoning Board of Appeals, commencing January 1, 2026, through December 31, 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

Contract for Secretarial and Transcription Services

This agreement is made this _____ of _____, 2026, between the **Town of Rotterdam**, a municipal corporation, with principal offices at 1100 Sunrise Blvd., Rotterdam, New York 12306 (hereinafter referred to as the "Town") and **Donna Levasseur**, residing at [REDACTED] Rotterdam, New York 12303 (hereinafter referred to as "Mrs. Levasseur") for the purpose of retaining secretarial and transcription services for the Town Planning Commission and, on an as needed basis, for the Town Zoning Board of Appeals in accordance with **Resolution No.13.26** adopted by the Rotterdam Town Board on January 1, 2026.

For consideration in the amount of two hundred fifty and 00/100 dollars (\$250.00) per meeting, Mrs. Levasseur agrees to provide secretarial and transcription services to the Town Planning Commission subject to the following terms and conditions:

Mrs. Levasseur understands and agrees her responsibilities pursuant to this agreement shall include:

1. Attending Town Planning Commission meetings;
2. Tape recording or otherwise capturing a verbatim record of said meetings;
3. Transcribing the record of said meetings into a verbatim typed transcript in a form that may be utilized as evidence in courts of New York State and otherwise conforms to generally accepted standards of transcription;
4. Mrs. Levasseur understands and agrees that the summary of minutes are to be submitted within five (5) calendar days, and verbatim transcripts within fourteen (14) calendar days from the date of the meeting for which they were created in order for the Town to meet its statutory obligations under the Public Officers Law of New York State, Article 7, Open Meetings Law. Mrs. Levasseur also understands and agrees all materials submitted to the Department of Public Works shall be in both electronic and hard copy format.
5. Typing resolutions based upon information contained in verbatim transcripts as directed by the Town Planning Commission or Chairperson thereof to be submitted in both electronic and hard copy format in a form approved by the Town Attorney.
6. Mrs. Levasseur understands and agrees resolutions must be submitted within fourteen (14) calendar days of the meeting at which the decision was rendered in order for the Town to meet its statutory obligations pursuant to Town Law of the State of New York.
7. Distributing copies of resolutions and transcripts to town personnel as designated by the Town Planner or Public Works Coordinator. Town equipment may be utilized to make copies or otherwise fulfill this function subject to prior approval by the Town Planner or Public Works Coordinator;
8. Performing such functions and otherwise assisting during Town Planning Commission meetings as may be directed by the Chairperson thereof.

For consideration in the amount of one hundred fifty and 00/100 dollars (\$150.00) per meeting of the Zoning Board of Appeals, Mrs. Levasseur agrees to provide secretarial and transcription services to the Town Zoning Board of Appeals subject to the following terms and conditions:

Mrs. Levasseur understands and agrees her responsibilities pursuant to this agreement shall include:

1. Attend Town Zoning Board of Appeals meetings on an as-needed basis;
2. Tape record or otherwise capture a verbatim record of said meetings;
3. Prepare a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon by each member from said meetings;

4. Draft resolutions based upon information contained in verbatim record as directed by the Zoning Board of Appeals or Chairperson thereof to be submitted in both electronic and hard copy format in a form approved by the Town Attorney;
5. Mrs. Levasseur understands and agrees resolutions must be submitted within five (5) days of the meeting at which the decision was rendered in order for the Town to meet its statutory obligations pursuant to Town Law of the State of New York.
6. Distribute copies of resolutions and summaries to town personnel as designated by the Town Planner or Public Works Coordinator. Town equipment may be utilized to make copies or otherwise fulfill this function subject to prior approval by the Town Planner or the Public Works Coordinator;
7. Perform such functions and otherwise assist during Town Zoning Board of Appeals meetings as may be directed by the Chairperson thereof.

Mrs. Levasseur further understands that her services pursuant to this agreement and compensation for such services are subject to the following restrictions and limitations:

Mrs. Levasseur will only be entitled to payment for services rendered for meetings she attends. The Town reserves the right to cancel meetings or otherwise direct that Mrs. Levasseur's presence at a Town Planning Commission meeting is not required. Direction to not attend a meeting may be made by the Town Planner or Chairperson of the Planning Commission.

Mrs. Levasseur understands she will not be entitled to any payment pursuant to this agreement for: (1) meetings that are cancelled, (2) meetings that she is directed not to attend, or (3) meetings which she otherwise fails to attend.

Mrs. Levasseur further understands the length of Town Planning Commission and Zoning Board of Appeals meetings vary and payment under this agreement is contingent upon her attendance for the entire length of Town Planning Commission or Zoning Board of Appeals meetings.

This agreement shall commence on January 1, 2026, and terminate on December 31, 2026. Thereafter if Mrs. Levasseur seeks reappointment the term shall commence January 1 of each year and have a term of one (1) year. Mrs. Levasseur may terminate this agreement upon a thirty (30) day notice to the Town.

This contract may be terminated by the Town for any reason, at any time, without prior notice to Mrs. Levasseur.

Mrs. Levasseur understands she may be liable to the Town for damages or other mitigation costs for failure to give a thirty (30) day notice of termination of this agreement.

The Town and Mrs. Levasseur further accept and state that this agreement constitutes the complete and entire contractual agreement between the parties in relation to secretarial and transcription services to be provided pursuant to this agreement.

Donna Levasseur, Contractor

John Polimeni, Town Supervisor

Dated:

Dated:

RESOLUTION NO. 14.26

TO APPOINT PHIL EASTS AS CHAIR OF THE ZONING BOARD OF APPEALS

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 appoints Phil Eats of Rotterdam, New York, as the Chairperson of the Town of Rotterdam Zoning Board of Appeals for a one (1) year term, commencing January 1, 2026, through December 31, 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 15.26

TO APPOINT ANGELO MELILLO AS A MEMBER OF THE ZONING BOARD OF APPEALS

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 appoints Angelo Melillo of Rotterdam, New York, as a member of the Town of Rotterdam Zoning Board of Appeals for a five (5) year term, commencing January 1, 2026, through December 31, 2030.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 16.26

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LISA GALLO FOR SECRETARIAL AND TRANSCRIPTION SERVICES FOR THE ZONING BOARD OF APPEALS

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 Lisa Gallo of Rotterdam, New York to provide secretarial and transcription services for the Town of Rotterdam Zoning Board of appeals, and on an as needed basis for the Town of Rotterdam Planning Commission, for a one (1) year term commencing January 1, 2026 through December 31, 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

Contract for Secretarial and Transcription Services

This agreement is made this _____ of _____, 2026, between the **Town of Rotterdam**, a municipal corporation, with principal offices at 1100 Sunrise Blvd., Rotterdam, New York, 12306, (hereinafter referred to as the "Town") and **Lisa Gallo**, residing at [REDACTED] Rotterdam, New York 12306 (hereinafter referred to as "Ms. Gallo") for the purpose of retaining secretarial and transcription services for the Town Zoning Board of Appeals and, on an as needed basis, for the Town Planning Commission in accordance with **Resolution No. 16.26** adopted by the Rotterdam Town Board on January 1, 2026).

For consideration in the amount of one hundred fifty and 00/100 dollars (\$150.00) per meeting, Ms. Gallo agrees to provide secretarial and transcription services to the Town Zoning Board of Appeals subject to the following terms and conditions:

Ms. Gallo understands and agrees her responsibilities pursuant to this agreement shall include:

1. Attending Town Zoning Board of Appeals meetings;
2. Tape recording or otherwise capturing a verbatim record of said meetings;
3. Transcribing the record of said meetings into a Summary of Minutes and if necessary verbatim typed transcript in a form that may be utilized as evidence in courts of New York State and otherwise conforms to generally accepted standards of transcription;
4. Ms. Gallo understands and agrees Summary of Minutes and if necessary verbatim transcripts must be submitted to the Town Department of Public Works within five (5) calendar days from the date of the meeting for which they were created in order for the Town to meet its statutory obligations under the Public Officers Law of New York State, Article 7, Open Meetings Law. Ms. Gallo also understands and agrees all materials submitted to the Department of Public Works shall be in both electronic and hard copy format.
5. Typing resolutions based upon information contained in transcripts as directed by the Town Zoning Board of Appeals or Chairperson thereof to be submitted in both electronic and hard copy format in a form approved by the Town Attorney.
6. Ms. Gallo understands and agrees resolutions must be submitted within five (5) calendar days of the meeting at which the decision was rendered in order for the Town to meet its statutory obligations pursuant to Town Law of the State of New York.
7. Distributing copies of resolutions and transcripts to town personnel as designated by the Town Planner or Public Works Coordinator. Town equipment may be utilized to make copies or otherwise fulfill this function subject to prior approval by the Town Planner or Public Works Coordinator.
8. Performing such functions and otherwise assisting as sole Secretary during Town Zoning Board of Appeals meetings as may be directed by the Chairperson thereof.

For consideration in the amount of two hundred fifty and 00/100 dollars (\$250.00) per meeting of the Town Planning Commission, Ms. Gallo agrees to provide secretarial and transcription services to the Town Planning Commission subject to the following terms and conditions:

Ms. Gallo understands and agrees her responsibilities pursuant to this agreement shall include:

9. Attend Town Planning Commission meetings on an as-needed basis.
10. Tape record or otherwise capture a verbatim record of said meetings.
11. Prepare a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon by each member from said meetings.

12. Draft resolutions based upon information contained in verbatim record as directed by the Planning Commission or Chairperson thereof to be submitted in both electronic and hard copy format in a form approved by the Town Attorney.
13. Ms. Gallo understands and agrees resolutions must be submitted within five (5) days of the meeting at which the decision was rendered in order for the Town to meet its statutory obligations pursuant to Town Law of the State of New York.
14. Distribute copies of resolutions and summaries to town personnel as designated by the Town Planner or Public Works Coordinator. Town equipment may be utilized to make copies or otherwise fulfill this function subject to prior approval by the Town Planner or the Public Works Coordinator.
15. Perform such functions and otherwise assist as sole Secretary during Town Planning Commission meetings as may be directed by the Chairperson thereof.

Ms. Gallo further understands that her services pursuant to this agreement and compensation for such services are subject to the following restrictions and limitations:

Ms. Gallo will only be entitled to payment for services rendered for meetings she attends. The Town reserves the right to cancel meetings or otherwise direct that Ms. Gallo's presence at a Town Zoning Board of Appeals meeting is not required. Direction to not attend a meeting may be made by the Town Planner or Chairperson of the Zoning Board of Appeals.

This agreement shall have a term of one (1) year, commencing January 1, 2026 and terminating on December 31, 2026. Ms. Gallo may terminate this agreement upon a thirty (30) day notice to the Town.

Ms. Gallo understands she will not be entitled to any payment pursuant to this agreement for: (1) meetings that are cancelled, (2) meetings that she is directed not to attend, or (3) meetings which she otherwise fails to attend.

Ms. Gallo further understands the length of Town Zoning Board of Appeals and Planning Commission meetings vary and payment under this agreement is contingent upon her attendance for the entire length of Town Zoning Board of Appeals or Planning Commission meetings.

This contract may be terminated by the Town for any reason, at any time, without prior notice to Ms. Gallo.

Ms. Gallo understands she may be liable to the Town for damages or other mitigation costs for failure to give a thirty (30) day notice of termination of this agreement.

The Town and Ms. Gallo further accept and state that this agreement constitutes the complete and entire contractual agreement between the parties in relation to secretarial and transcription services to be provided pursuant to this agreement.

Lisa Gallo, Contractor

John Polimeni, Town Supervisor

Dated:

Dated:

RESOLUTION NO. 17.26

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH MICHAEL MANSION,
ESQ. AS ATTORNEY FOR THE ETHICS BOARD**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Michael Mansion, Esq, as attorney for the Town of Rotterdam Ethics Board for the year 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

Law Office:

Michael P. Mansion

1538 Union Street, Left Side, Schenectady, New York 12309

Phone: (518) 464-1077

Mansion99@aol.com

mansionlawfirm@gmail.com

December 29, 2025

Hon. John Polimeni, Supervisor-Elect

Town of Rotterdam

1100 Sunrise Boulevard

Rotterdam, New York 12306

Re: The Town of Rotterdam. Counsel to the Town's Ethics Board

Dear Supervisor-Elect Polimeni:

Please consider this letter to be my written Letter of Engagement pursuant to Part 1215.1 of the Appellate Division of the Supreme Court's Rules and the terms of our Retainer Agreement.

Specifically, you have requested, and I have agreed, to accept the appointment as Counsel to the Town of Rotterdam's Board of Ethic for a one (1) year period commencing on January 1, 2026 through December 31, 2026, subject to Town Board approval. The scope of the legal services that I shall render to the Board of Ethics and the Town of Rotterdam are set forth in the Rotterdam Town Code §31-18(B).

I will set forth my best legal standards and practices within the guidelines of Part 1200 of the New York State Unified Court System's Rules of Professional Conduct.

I will be billing the Town of Rotterdam at my usual and customary rate of two hundred and twenty five dollars and xx/100 (\$225.00) per hour. Billing shall be in one-tenths (1/10) of an hour. Billing shall include phone calls, emails, text message or any other form of electronic communication. I shall submit a written bill detailing my legal services performed on behalf of the Board of Ethics also setting forth all disbursements, if any. I shall submit my written bill in the second half of even months (6 times per year). The Town of Rotterdam agrees to promptly pay such bill upon receipt. Compensation for billable hours shall not exceed five thousand dollars (\$5,000.00) per year unless the Chairperson of the Board of Ethics and the Town of Rotterdam approves a Resolution authorizing the disbursement of additional legal fees and/or disbursements.

In addition to my hourly rate that is set forth above, any excessive disbursements including, but not limited to, investigative expenses, excessive travel, excessive copying and/or binding shall be reimbursed and are expected to be paid immediately upon request. In the event that such costs are anticipated, I shall notify the Supervisor's Office and/or Town Board and obtain your prior approval, if practicable.

This Agreement covers only those matter(s) detailed herein.

No particular guarantee or outcome is expressed or implied by this Agreement.

If the Town of Rotterdam wishes to retain my services for any additional matters, they shall be negotiated when, and if, appropriate. Any additional legal matters are not within the scope of this Retainer Agreement.

By executing this Agreement, the Town of Rotterdam, New York and Counsel both agree to terms set forth herein and to be bound by such. Please sign and return one (1) original to me.

Agreed and accepted this ____ day of _____ 20____.



Michael P. Mansion, Esq.

John Polimeni
Supervisor-Elect, Town of Rotterdam, New York

RESOLUTION NO. 18.26

TO APPOINT MEMBERS OF THE TOWN OF ROTTERDAM ETHICS COMMITTEE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York, are hereby appointed as members to the Town of Rotterdam Ethics Committee for a two (2) year term commencing on January 1, 2026, through December 31, 2027:

Tabetha Unser
Yvonne Cleveland
Renee Mertens

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 19.26

**TO APPOINT VARIOUS MEMBERS TO THE TOWN OF ROTTERDAM
EMERGENCY MEDICAL BOARD**

WHEREAS, Town Code Chapter 27 established the Town of Rotterdam Emergency Medical Board and provides that membership on such Emergency Medical Board shall consist of, two members from the Town of Rotterdam Town Board, two members from the Rotterdam Police Department, two members from the current town-based ambulance service provider, two members from fire department rescue squads and two residents of the Town of Rotterdam; **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 appoints and/or reappoints the following individuals to the Town of Rotterdam Emergency Medical Board, who shall serve at the pleasure of the Town Board and so long as they qualify, with a term to otherwise expire December 31, 2026:

Councilmember Patricia Matelitz – Chair
Councilmember Mike DeSantis
Deputy Chief William Male – Recording Secretary
Sgt. Paul Chevalier
Michael Komazinski
Keith Collins
Michael Denny
Michael Gilmore
Christopher Amorosi
Robert Beston

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 20.26

**TO APPOINT MEMBERS OF THE TOWN OF ROTTERDAM CONSERVATION
ADVISORY COUNCIL**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed as members to the Town of Rotterdam Conservation Advisory Council for a two (2) year term commencing on January 1, 2026, through December 31, 2027:

Angelica Morris
Randy Pascarella
Eric Blum
Biagina Roberts

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 21.26

TO APPOINT MEMBERS OF THE TOWN OF ROTTERDAM PARKS AND RECREATION ADVISORY COMMITTEE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York, are hereby appointed as members to the Town of Rotterdam Parks and Recreation Advisory Committee for a three (3) year term commencing on January 1, 2026, through December 31, 2028:

Russ Collura
Jeffrey Briere
Harry Marx

SECTION 2. Harry Marx, of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Parks and Recreation Advisory Committee for a one (1) year term, commencing January 1, 2026, through December 31, 2026.

SECTION 3. Nate Ryan, of Rotterdam, New York, is hereby appointed as the Vice-Chair of the Town of Rotterdam Parks and Recreation Advisory Committee for a one (1) year term, commencing January 1, 2026, through December 31, 2026.

SECTION 4. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 22.26

**TO APPOINT INDIVIDUALS TO VARIOUS PART-TIME POSITIONS AND DUTIES
FOR THE CALENDAR YEAR 2026**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed to various part-time positions at the indicated rates of pay, on an as-needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2026 as follows:

Title	Employee	Status	Rate of Pay
Bingo Inspector	William Purcell	Part-Time	\$17.00 per hour
Clerk – Highway Department	Donna Larsen	Part-Time	\$19.50 per hour
Clerk – Police Department	Allison Armstrong	Part-Time	\$24.38 per hour
Clerk – Consultant	Diane Marco	Part-Time	\$35.00 per hour
Clerk – Receiver of Taxes ¹	Jody Binkley	Part-Time	\$25.00 per hour
Clerk – Receiver of Taxes	Debra Dalton	Part-Time	\$25.00 per hour
Deputy Highway Superintendent ²	Joseph Marsello	Part-Time	\$33.50 per hour
Dog Control Officer	Darla Gullotta	Part-Time	\$15,000 annually
Dog Control Officer	Heather Newell	Part-Time	\$15,000 annually
Fire Inspector ³	Chris Amorosi	Part-Time	\$25.00 per hour
Project Coordinator, Office of the Aging ⁴	Linda Testa	Part-Time	\$35.00 per hour
Senior Center Bus Driver	Mark D’Alessandro	Part-Time	\$20.00 per hour
Senior Center Bus Driver (Back-up)	Frederick Waller	Part-Time	\$20.00 per hour
Stormwater Program Coordinator	Mary Barrie	Part-Time	\$35.00 per hour
School Traffic Officer ⁵	Floyd Rorick	Part-Time	\$17.00 per hour
Wastewater Treatment Plant Operator	Brion Dufek	Part-Time	\$70.00 per hour

¹ Not to exceed \$23,000 annually.

² Not to exceed \$35,000 annually.

³ Not to exceed 15 hours per week.

⁴ Not to exceed \$35,000 annually.

⁵ Not to exceed 4 hours per day.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 24.26

ADOPTING RULES OF ORDER FOR REGULARLY SCHEDULED TOWN BOARD MEETINGS

WHEREAS, the Town Board of the Town of Rotterdam is desirous of having public and open meetings; and

WHEREAS, the Town Board of the Town of Rotterdam also believes that Town Board meetings should be conducted with decorum and in an efficient manner as possible so as to afford any and all residents so desiring the ability to be heard; 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 shall conduct regular public (open) meetings pursuant to the attached “Rules of Order and Procedures of the Town Board of the Town of Rotterdam,” which are heretofore adopted.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

**RULES OF ORDER OF THE TOWN BOARD
TOWN OF ROTTERDAM**

Section 1. That Roberts Rules of Order shall prevail unless specifically contrary to any resolution that the Town Board may pass.

Section 2. That the citizens of the Town of Rotterdam shall be allowed to speak at either monthly meeting for three (3) minutes.

Section 3. The Supervisor shall preside at all meetings of the Board and shall preserve order and decorum during the conduct of all Town Board meetings.

Section 4. Scheduled Public Hearings: It shall be the duty of the Supervisor to preside at public hearings. Any person addressing the Town Board shall state his or her name and whether they are a resident or non-resident of the Town of Rotterdam for the record. At public hearings, the Supervisor may, with approval of a majority of the Town Board present, prescribe the time to be allotted to each speaker and the number of times each speaker may speak. Prepared written statements shall be submitted to the Town Clerk for the purpose of maintaining accurate minutes of the hearing.

Section 5. The Standard Order of Business to be conducted at regular meetings of the Town Board shall be as follows: (1) Call To Order; (2) Roll Call; (3) Pledge of Allegiance; (4) Supervisor's Report; (5) Proclamations/ Presentations; (6)Public Hearings; (7) Public Comment/Privilege of the Floor; (8) Introduction of Resolutions and Motions; (9) Committee Reports; (10) Miscellaneous; (11) Adjournment.

Section 6. Public Comment Privilege of the Floor: At all regularly scheduled meetings of the Rotterdam Town Board, the Supervisor may grant any member of the public in attendance at such meeting a reasonable opportunity to be heard with respect to any matter of Town Business, including items on the agenda. The following rules shall apply to privilege of the floor:

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

Section 7. Every resolution or motion must be seconded before being put to a vote by the Supervisor, but all resolutions or motions shall be recorded in their entirety in the official minutes of the Town Board meeting, whether or not they have been put to a vote.

Section 8. The Supervisor may offer or second a resolution or motion and need not relinquish the Chair for such purpose.

Section 9. No motion or resolution may be approved except by affirmative vote of a majority of the total membership of the Town Board.

Section 10. No member shall speak more than once on any question until every member choosing to speak shall have spoken.

Section 11. When a question is under debate, no motion shall be entertained unless for an adjournment or recess, for the previous question to lay on the table, to postpone, to refer to a committee or to amend, the several motions are neither amendable nor debatable.

Section 12. No motion shall be made to offer any amendment to an amendment already before the Town Board on any proposition.

Section 13. A majority vote of all members of the Town Board shall be required to suspend these rules of order. A majority of the Town Board shall constitute a quorum.

Section 14. Except as herein provided for, the conduct of the meeting of the Town Board shall be governed by Roberts Rules of Order.

Section 15. If the above stated rules are or become at any time in conflict with statutory law, the statutory law shall take precedence.

Section 16. The use of cellular telephones to receive or make calls inside the Town Board chambers during Town Board meetings is discouraged. Members of the audience are respectfully requested to either turn off or switch to silent or vibrate their cellular telephones during Town Board meetings so as to not be disruptive to others in attendance.

Section 17. The following shall be considered reasonable conduct to be followed by the public in videotaping regularly scheduled Town Board meetings so as not to disrupt or interfere with the business being conducted at said meeting.

Because of space restrictions within the Town Board chambers, the Supervisor shall designate an area of the audience section of the chambers for use by the public to video record its meetings so as to not be disruptive.

Because of space restrictions of the Town Board chambers, any person video recording a meeting shall not be allowed to roam through the meeting room, but shall only video record in the designated area as provided in the paragraph above, so as to not be disruptive.

Except for major television stations or public broadcasting television stations, no special lighting shall be allowed to be used in the video recording of Town Board meetings, so as to not be disruptive.

By Order Of: The Rotterdam Town Board Resolution 24.26, January 1, 2026.

RESOLUTION NO. 25.26

AUTHORIZING AND APPROVING THE INVESTMENT POLICIES AND GUIDELINES FOR THE TOWN OF ROTTERDAM

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board or the Town of Rotterdam hereby authorizes and approves the attached “Investment Policies and Guidelines of the Town of Rotterdam.”

SECTION 2. The Office of the Town Comptroller shall maintain a copy of the attached “Investment Policies and Guidelines for the Town of Rotterdam” for public display during normal business hours.

SECTION 3. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

INVESTMENT POLICY
FOR THE TOWN OF ROTTERDAM, NEW YORK

I. **SCOPE**

This investment policy applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

II. **OBJECTIVES**

The primary objectives of the Town of Rotterdam's investment activities are in priority order:

- To conform with all applicable federal, state and other legal requirements (legal)
- To adequately safeguard principal (safety)
- To provide sufficient liquidity to meet all operating requirements (liquidity) and
- To obtain a reasonable rate of return (yield)

III. **DELEGATION OF AUTHORITY**

The Town Council's responsibility for administration of the investment program is delegated to the Comptroller who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a database or records incorporating description and amounts of investments, transaction dates and other relevant information and regulate the activities of subordinate employees.

IV. **PRUDENCE**

All participants in the investment process shall seek to act responsibly as custodians of public trust and shall avoid any transaction that might impair public confidence in the Town of Rotterdam to govern effectively.

Investments shall be made with judgement and care under circumstances then prevailing which persons of prudent discretion and intelligence exercise in the management of their own affairs not for speculation, but for investment considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

V. **DIVERSIFICATION**

It is the policy of the Town of Rotterdam to diversify its deposits and investments by financial institution by investment and by maturity scheduling.

VI. **INTERNAL CONTROLS**

It is the policy of the Town of Rotterdam for all moneys collected by any officer or employee of the government to transfer those funds to the Supervisor within 3

business days of deposit or within the time period specified in law, whichever is shorter.

The Comptroller is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition that transactions are executed in accordance with management's authorization and recorded properly and managed in compliance with applicable laws and regulations.

VII. DESIGNATION OF DEPOSITORIES

The Banks and trust companies authorized for the deposit of moneys shall be established by Resolution.

VIII. COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law, SS 10, all deposits of the Town of Rotterdam including certificates of deposit and special time deposits in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of "eligible securities" with an aggregate "market value" as provided by GML ss 10 equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.
2. By the eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of three highest rating categories by the least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements
3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest if any executed by an insurance company authorized to do business in New York State whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

IX. SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by the depository and/or a third-party bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest if any and any costs or expenses arising out of the collection of such deposits upon default. It shall also the conditions under which securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the Town of Rotterdam, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Town of Rotterdam or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company or agent of the custodian for the local government will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm receipt, substitution or release of the securities. The agreement shall provide for the frequency of revelation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provision necessary to provide the local government a perfected interest in securities.

X. PERMITTED INVESTMENTS

As authorized by General Municipal Law, the Town of Rotterdam authorizes the Comptroller to invest moneys not required for immediate expenditures for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts
- Certificates of deposit
- Obligations of the United States of America
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America.
- Obligation of the State of New York
- Obligations issued pursuant to LFL ss24.00 of 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the Town of Rotterdam.

- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general statues governing such entities or whose specific enabling legislation authorize such investments.

- Certificates of Participation (COPs) issued pursuant to GML 22109-b.

Obligation of this local government, but only with any moneys in a reserve fund established pursuant to GML ss6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m or 6-n

All investment obligation shall be payable or redeemable at the option of the Town of Rotterdam within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and in case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Rotterdam within two years of the date of purchase.

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Town of Rotterdam shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Town of Rotterdam. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with New York Federal Reserve Bank, as primary dealers. The Comptroller is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

XII. PURCHASE OF INVESTMENTS

The Comptroller is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement from and authorized trading partner.
2. By participating in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal law where such a program meets all the requirements forth in the Office of the State Comptroller Opinion No. 88-46 and specific program has been authorized by the governing board
3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations unless registered or inscribed in the name of the local government shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Town of Rotterdam by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law ss10.

The custodial agreement shall provide that securities held by the bank or trust company as agent of and custodian for the local government will be kept separate and apart from the general assets of the custodial bank or trust company and will not in any circumstances be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

XIII. REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

- All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
- Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
- Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- No substitution of securities will be allowed.
- The custodian shall be a party other than the trading partner.

APPENDIX A
SCHEDULE OF ELIGIBLE SECURITIES

- i. Obligations issued or fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
- ii. Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank and the African Development Bank.
- iii. Obligations partially insured or guaranteed by any agency of the United States of American at proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- iv. Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- v. Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- vi. Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- vii. Obligations of countries, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- viii. Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
- ix. Any mortgage related securities as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
- x. Commercial paper and banker & acceptances issued by a bank other than the Bank rated in the highest short-term category by at least one nationally recognized statistical rating organization and having maturities not longer than 60 days for the date they are pledged.
- xi. Zero coupon obligations of the United States government marketed as “Treasury Strips.

RESOLUTION NO. 26.26

**AUTHORIZING AND APPROVING PURCHASING POLICY AND PROCEDURES
FOR THE TOWN OF ROTTERDAM**

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 and approves the attached “Purchasing Policy and Procedures”.

SECTION 2. The Office of the Town Comptroller shall maintain a copy of the attached “Purchasing Policy and Procedures” for public display during normal business hours.

SECTION 3. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

TOWN OF ROTTERDAM

PURCHASING POLICY AND PROCEDURES

Purpose

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys, in the best interests of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the Town Council of the Town of Rotterdam is adopting internal policies and procedures governing all procurements of goods and services which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103 or of any other general, special or local law.

Purchasing Policy

1. Every purchase to be made must be initially reviewed to determine whether it is a purchase contract or public works contract. Once that determination is made, a good faith effort will be made to determine if it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. The decision that a purchase is not subject to competitive bidding will be documented in writing by the individual making the purchase, and will include the reason the purchase is considered exempt.
2. All goods and services will be secured by the use of written requests for proposals, written quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances:
 - a. Goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law,
 - b. Goods purchased from correctional institutions pursuant to Section 186 of the Correction Law,
 - c. Purchases under State contracts pursuant to Section 104 of the General Municipal Law,
 - d. Purchases under county contracts pursuant to Section 103 (3) of the General Municipal Law,
or
 - e. Purchases pursuant to Subdivision 7 of this policy.
3. The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Amount of Purchase Contract

Method

\$250 - \$4,999

Verbal quotes at the discretion
of the Department Head

\$5,000 - \$19,999

Written/fax quotes or written
Request for Proposals (RFP)
With approval of Town Supervisor

Above \$20,000

Advertise for Public Bid
Awarded by Town Board Resolution

Amount of Public Works Contract

Method

\$250 - \$2,999

Verbal or Written quotes
At the discretion of the Department Head

\$3,000 - \$9,999

Written/fax quotes
With approval of Town Supervisor

\$10,000 - \$34,999

Written/fax quotes or
Written Request for Proposals (RFP)
Awarded by Town Board Resolution

Above \$35,000

Advertise for Public Bid
Awarded by Town Board Resolution

4. A good faith effort shall be made to obtain a minimum of three (3) quotations in verbal or written form as required by the limits stipulated above. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals or quotations. The failure of a sufficient number of vendors to respond to a purchase request shall not be a bar to the procurement process.
5. Written documentation is required for all actions taken in connection with each procurement.
6. Written documentation and an explanation are required whenever a contract is awarded to other than the lowest responding bidder. This documentation will include an explanation of how the award will achieve savings or how the bidder was not responsive to the terms of the offering. A determination that a bidder is not responsive shall be made by the purchaser with the approval of the Town Supervisor and is not subject to challenge under any circumstances.
7. Pursuant to General Municipal Law Section 104-b(2)(f), there may be circumstances where, or types of procurements for which, at the sole discretion of the governing body, the solicitation of alternative proposals of quotations will not be in the best interest of the Town of Rotterdam. In the following circumstances, it may not be in the best interest to solicit quotations or

document the basis for not accepting the lowest bid: Must be under \$50,000.00, excludes Town Designated Engineer (TDE) and Town Designated Attorney (TDA), and all multi year contracts.

- a. Professional services or services requiring special or technical skill, training or expertise, the individual or company must be chosen on accountability, reliability, skill, education and training, judgment, integrity, and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category, the governing body shall take into consideration the following guidelines: See item # 7. on page 2

- (1) Whether the services are subject to State licensing or testing requirements;
- (2) Whether substantial formal education or training is a necessary prerequisite to the performance of the services; and
- (3) Whether the services require a personal relationship between the individual and Town officials.

Professional or technical services shall include, but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; printing services involving extensive writing, editing or art work; management of municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

- b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternative proposals may threaten the life, health, safety or welfare of residents. This section does not preclude alternate proposals if time permits.
 - c. Purchases of surplus and second-hand goods from any source.
 - d. Goods or services under \$250.
8. This policy shall go into effect immediately and will be reviewed annually.

RESOLUTION NO. 27.26

APPOINTING THE TOWN BOARD OF ROTTERDAM AS THE OFFICIAL BOARD OF HEALTH FOR 2026

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Councilmembers of the Town of Rotterdam are appointed to and they do hereby constitute the official Board of Health of the Town of Rotterdam for the year 2026.

SECTION 2. The Town Board of Health of the Town of Rotterdam shall have all the necessary powers to make investigations and examinations into nuisances or questions affecting the health in the Town of Rotterdam.

SECTION 3. The Town Board of Health of the Town of Rotterdam may, from time to time, employ competent persons to render sanitary services and make or supervise practical and scientific investigations requiring expert skills, and prepare plans and reports relative thereto.

SECTION 4. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 28.26

APPOINTING INDIVIDUALS AS MEMBERS OF THE SICK LEAVE FUND COMMITTEE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed as a member of the Town of Rotterdam Sick Leave Fund Committee for a one (1) year term commencing January 1, 2026, through December 31, 2026:

Teri Gallucci
Elisa Squeglia-Blum
Amanda Lawson
Morgan Coryer

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 29.26

ADOPTING THE 2026 TOWN OF ROTTERDAM MEETINGS SCHEDULE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board, Planning Commission, Zoning Board of Appeals, Conservation Advisory Council, Parks and Recreation Advisory Committee, of the Town of Rotterdam shall hold regular public (open) meetings from January 1, 2026, through January 1, 2027, pursuant to the meeting schedule attached.

SECTION 2. All Town meetings, pursuant to the attached schedule, shall be held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306, unless otherwise stated.

SECTION 3. All Town meetings, pursuant to the attached schedule, shall be open to the general public in accordance with Article 7 of the New York State Public Officers Law, also known as the Open Meetings Law.

SECTION 4. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

2026 Town Meeting Calendar

RJFD - @ Rotterdam Junction Fire Department

*** Change of week/day

	January	February	March	April	May	June	July	August	September	October	November	December	January '27
TOWN BOARD MEETINGS Agenda Review 6:30 p.m. Agenda Meeting 7:00 p.m. <i>(Wednesdays unless otherwise noted)</i>	1*** @1:00PM	11th	11th	8th	13th *RJFD*	10th	8th	12	9th *RJFD*	14th	12*** (Thursday due to Veterans Day)	9	1st*** @1:00PM
	14th	25th	25th	22nd	27th	X	X	X	23rd	28th	X	X	
	28th												
PLANNING COMMISSION MEETINGS Public Work Session 7:00 p.m. Public Hearings 7:30 p.m. <i>(1st & 3rd Tuesdays unless otherwise noted***)</i>	6	3	3	7	5	X	X	X	8	6	5*** (Thursday)	1	
	20	17	17	21	19	16*** (Third Tuesday only)	14*** (Second Tuesday only)	18*** (Third Tuesday only)	22	20	17	15	
ZONING BOARD OF APPEALS Public Work Session 7:00 p.m. Public Hearings 7:30 p.m. <i>(3rd Wednesdays unless otherwise noted)</i>	21	18	18	15	20	17	15	19	16	21	18	16	
CONSERVATION ADVISORY COMMITTEE 6:30 p.m. <i>(2nd Monday of the month unless otherwise noted)</i>	12	9	9	13	11	8	13	10	14	5*** (First Monday)	9	14	
PARKS AND RECREATION ADVISORY COMMITTEE 5:30 p.m. <i>(1st Monday of the month unless otherwise noted)</i>	5	2	2	6	4	1	6	3	14*** (Second Monday)	5	2	7	

RESOLUTION NO. 30.26

ADOPTING THE 2026 SALARIES OF ALL ELECTED OFFICIALS, APPOINTED OFFICIALS, ANNUALLY RATED PERMANENT EMPLOYEES IN THE COMPETITIVE AND NON-COMPETITIVE CLASSES OF CIVIL SERVICE EMPLOYMENT, AND DIRECTING PAYMENT THEREOF

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The salaries of all annually rated permanent employees in the competitive and non-competitive classes of Civil Service Employment are hereby directed to be paid by the Supervisor from the appropriate line items contained in the 2026 Annual Budget, not to exceed the annual budget amount for the year 2026 without prior Town Board approval, at the rates theretofore established at the time of their respective appointments, plus increments as have otherwise been provided for by law, by collective bargaining agreement or salary increment schedules where applicable and duly adopted.

SECTION 2. The salaries of the elected officials of the Town of Rotterdam shall be paid an annual compensation as follows:

Supervisor	\$13,000.00
Councilmembers (4)	\$10,000.00 (each)
Town Justices (2)	\$39,390.00 (each)
Superintendent of Highways	\$73,449.00
Town Clerk	\$61,519.00
Receiver of Taxes	\$61,519.00
Deputy Town Supervisor	\$3,000.00

SECTION 3. The salaries of the appointed officers or employees of the Town of Rotterdam shall be paid an annual compensation as follows:

Conservation Advisory Council Member (7)	\$250.00 (each)
Zoning Board of Appeals Member (3)	\$2,625.00 (each)
Zoning Board of Appeals Chair	\$4,200.00
Zoning Board of Appeals Vice Chair	\$3,150.00
Planning Commission Member (5)	\$4,200.00 (each)
Planning Commission Chair	\$8,400.00
Planning Commission Vice Chair	\$4,935.00
Board of Assessment Review (5)	\$550.00 (each)
Confidential Secretary to the Supervisor	\$53,840.00

Deputy Town Clerk	\$49,563.00
2 nd Deputy Town Clerk	\$48,077.00
Deputy Receiver of Taxes	\$49,277.00
Historian	\$500.00

SECTION 4. The Comptroller is hereby authorized to modify the 2026 Adopted budget by transferring funds from the Contingency Account (A-1990-4172) to the respective Personal Services appropriations accounts as necessary to be consistent with the salaries listed.

SECTION 5. The pay period of each officer or employee, whether bi-weekly or monthly, shall continue as heretofore established in regard to respective positions.

SECTION 6. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 31.26

APPROVING THE EXTENSION OF BENEFITS TO QUALIFIED ELECTED AND FULL-TIME APPOINTED POSITIONS

WHEREAS, the Town Board of the Town of Rotterdam has determined that certain elected and appointed officials provide valuable service to the town; and

WHEREAS, the Town of Rotterdam needs to clarify the intent of the Town with regard to the benefits provided to certain elected and appointed positions; **NOW**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Effective January 1, 2026, members of the Town Board of the Town of Rotterdam, including the Supervisor, Deputy Supervisor, and Town Councilmembers, shall not be entitled to dental insurance, vision care insurance, or medical and/or health insurance from the Town in any amount. This section shall not apply to any benefits received by an above-mentioned elected official when such benefits are received as a result of prior employment with the Town of Rotterdam.

SECTION 2. The Town Board of the Town of Rotterdam hereby approves the extension of benefits as they relate to contracts from January 1, 2006, as in effect and all subsequent contractual agreements, to the following elected and full-time appointed positions of Town Comptroller, Town Justice, Highway Superintendent, Town Clerk, Receiver of Taxes, Deputy Town Clerks, Deputy Receiver of Taxes and Assessor.

SECTION 3. The Town Board of the Town of Rotterdam hereby affords, at a minimum, the benefits contained in the Memorandum of Agreement dated January 1, 2024 through December 31, 2027, as in effect and all subsequent contractual agreements negotiated between the Town of Rotterdam and the Town of Rotterdam Unit of the Civil Service Employees Association Inc., to all elected and full-time positions contained in Section 2 above.

SECTION 4. The only exceptions to Section 3 above shall be the following:

The salaries of the aforementioned appointed employees shall be established by the Town Board.

Any appointed employee who shall leave their position as an appointed exempt employee after the effective date of this resolution to accept a position as an employee of the Town of Rotterdam whereby they would become eligible for benefits under the existing CSEA contract, shall have the right to carry over all accumulated sick leave, personal and vacation time which may have been earned while in their previous position as an appointed employee.

Any appointed employee who shall assume a position as an elected official of the Town of Rotterdam shall be compensated for all accumulated vacation time upon the effective date of their elected position.

The Supervisor of the Town of Rotterdam, subject to state law and the approval of the Town Board of the Town of Rotterdam, shall establish the workweek and hours of employment for all appointed employees.

The individuals holding the appointed and elected positions as listed in Section 2 above shall not be entitled to earn overtime pay or to accumulate compensatory time as part of their employee benefits.

SECTION 5. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 32.26

**APPROVE OVERTIME PAYMENTS TO EMPLOYEES UPON WRITTEN APPROVAL
OF TOWN SUPERVISOR AND/OR DESIGNEES, EXCEPT IN EMERGENCY
SITUATIONS**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby approve overtime payment to Town Employees only with the prior written approval of the department head or Town Supervisor and/or designee except in the case of an emergency involving the health, safety and welfare of the general public for the year 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 33.26

AUTHORIZING THE SUPERVISOR AND/OR HIS DESIGNEE TO APPROVE THE ATTENDANCE OF EMPLOYEES AT VARIOUS SCHOOLS AND AUTHORIZE THE PAYMENT OF EXPENSES THEREON

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 delegates its authority and authorizes the Supervisor of the Town of Rotterdam and/or his/her designee to approve, only upon written request accompanied by a cost estimate, the attendance of any employee and/or member of the Town of Rotterdam to attend schools, training sessions, conventions, conferences, or other meetings requiring said attendance as approved by the Supervisor. The reasonable cost of said attendance shall be paid from the appropriate line item as contained in the 2026 Annual Budget of the Town of Rotterdam, not to exceed said budgeted amount without prior Town Board approval.

SECTION 2. The Comptroller of the Town of Rotterdam is hereby authorized to pay such person attending an authorized function which has been approved by the Supervisor and all actual and necessary expenses for travel, meals and lodging incurred by such person by reason of such attendance; including registration or other fees, as considered a valid charge to be expended from the appropriate line item in the budget of the Town of Rotterdam.

SECTION 3. The Supervisor of the Town of Rotterdam shall adhere to the following guidelines when approving attendance and expenditures of funds as follows:

- A. **Job-related** activities only.
- B. Expenditure levels:
 - 1. Mileage for use of personal vehicle at authorized town rate.
 - 2. The Supervisor of the Town of Rotterdam authorizes full reimbursement for lodging charges for those who have been pre-approved for attendance to various conferences/conventions.
 - 3. Meals: Breakfast not to exceed \$10.00; Lunch not to exceed \$15.00 and Dinner not to exceed \$25.00.
 - 4. Other expenses: miscellaneous expenses such as tolls, course registration fees and materials, transportation and gratuities, etc. upon documentation and reasonable use.
- C. Claims and receipt guidelines pursuant to the Office of the NYS Comptroller, Division of Municipal affairs, Reference Guide #8, as revised 2/29/84 must be followed.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 34.26

AUTHORIZING THE CHIEF OF POLICE AND/OR HIS DESIGNEE TO APPROVE THE ATTENDANCE OF ANY MEMBER OF THE POLICE DEPARTMENT AT VARIOUS SCHOOLS, TRAINING SESSIONS, CONVENTIONS, CONFERENCES, OR OTHER MEETINGS REQUIRING SAID ATTENDANCE

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 delegates its authority and authorizes the Chief of Police of the Town of Rotterdam and/or his designee to approve, only upon written request accompanied by a cost estimate, the attendance of any employee and/or member of the Town of Rotterdam Police Department to attend schools, training sessions, conventions, conferences, or other meetings requiring said attendance as approved by the Supervisor. The reasonable cost of said attendance shall be paid from the appropriate line item as contained in the 2026 Annual Budget of the Town of Rotterdam, not to exceed said budgeted amount without prior Town Board approval.

SECTION 2. The Chief of Police of the Town of Rotterdam is hereby authorized to pay such person attending an authorized function which has been approved by the Supervisor and all actual and necessary expenses for travel, meals and lodging incurred by such person by reason of such attendance; including registration or other fees, as considered a valid charge to be expended from the appropriate line item in the budget of the Town of Rotterdam.

SECTION 3. The Chief of Police of the Town of Rotterdam shall adhere to the following guidelines when approving attendance and expenditures of funds as follows:

- A. Job related activities only.
- B. Expenditure levels:
 - 1. Mileage for use of personal vehicle at authorized town rate.
 - 2. The Supervisor of the Town of Rotterdam authorizes full reimbursement for lodging charges for those who have been pre-approved for attendance to various conferences/conventions.
 - 3. Meals: Breakfast not to exceed \$10.00; Lunch not to exceed \$15.00 and Dinner not to exceed \$25.00.
 - 4. Other expenses: miscellaneous expenses such as tolls, course registration fees and materials, transportation and gratuities, etc. upon documentation and reasonable use.
- C. Claims and receipt guidelines pursuant to the Office of the NYS Comptroller, Division of Municipal affairs, Reference Guide #8, as revised 2/29/84 must be followed.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 35.26

AUTHORIZE AND DIRECT THE SUPERVISOR AND/OR DESIGNEE TO PREPARE AND FILE WITH THE TOWN CLERK THE ANNUAL FINANCIAL REPORT WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE CLOSE OF THE 2025 FISCAL YEAR AND DIRECT THE TOWN CLERK TO PUBLISH THE NECESSARY LEGAL NOTICE

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, Pursuant to Section 29 (10-a) of New York Town Law, hereby authorizes and directs the Supervisor of the Town of Rotterdam, in lieu of preparing the report required by Section 29(10) of New York State Town Law, to submit to the Town Clerk of the Town of Rotterdam within one hundred twenty (120) days after the close of the 2025 fiscal year, a copy of the report to the NYS Comptroller required by Section 30 of the New York State General Municipal Law pursuant to Section 29(10-a) of the NYS Town Law, and the Town Clerk shall cause a notice to be published within ten (10) days after receipt thereof, that a copy of such report is on file in the Town Clerk’s office and is available for public inspection and copying in the official newspaper.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam within ten (10) days after receipt of a copy of the Annual Financial Report of the 2025 Fiscal Year prepared and filed by the Supervisor pursuant to Section 29 (10-a) of the New York State Town Law within one hundred twenty (120) days after the close of the fiscal year, the following public notice:

**TOWN OF ROTTERDAM
PUBLIC NOTICE**

PLEASE TAKE NOTICE: That a copy of the Annual Financial Report of the Town of Rotterdam filed by the Supervisor pursuant to Section 29 (10-a) of the Town Law of the State of New York in the Office of the Town Clerk of the Town of Rotterdam within one hundred twenty (120) days of the close of the 2025 fiscal year and said report being a true and accurate copy of the report to the Comptroller of the State of New York as required by Section 30 of the New York State General Municipal Law, is on file in the Town Clerk’s office and available for public inspection and copying during normal business hours.

**BY ORDER OF THE ROTTERDAM TOWN BOARD
Megan Griffin, Town Clerk**

DATED: January 1, 2026

Daily Gazette: Please publish once on or before May 1, 2026

Town Clerk Post

SECTION 3. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 36.26

ESTABLISH PETTY CASH FUNDS

WHEREAS, Pursuant to Section 64 (1) (a) of the New York State Law, the Town Board of the Town of Rotterdam may establish petty cash funds for various departments within the Town of Rotterdam, and state law outlines the obligations in the handling of said funds; **NOW**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Petty cash funds are hereby established for use by various town offices for the year 2026 as follows:

- | | |
|----------------------|------------|
| 1. Receiver of Taxes | \$1,000.00 |
| 2. Comptroller | \$ 140.00 |
| 3. Chief of Police | \$ 250.00 |
| 4. Senior Center | \$ 100.00 |
| 5. Town Clerk | \$ 200.00 |

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 37.26

ESTABLISH BANK DEPOSITORIES FOR THE TOWN OF ROTTERDAM

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. That monies to the credit of the Town of Rotterdam in amounts not to exceed forty million and 00/100 (\$40,000,000.00) dollars per account be deposited with the following:

1. Key Bank, 1703 Altamont Avenue, Schenectady, New York 12303
2. Greene County Commercial Bank, 425 Main Street, Catskill, New York 12414
3. Pioneer Bank, 1828 Altamont Avenue, Schenectady, New York 12303
4. Arrow Bank, 1963 Altamont Avenue, Schenectady, New York 12303
5. New York Liquid Asset Fund (NYLAF), 300 Westage Business Center Drive, Suite 405, Fishkill, NY 12524.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 38.26

ESTABLISHING THE REIMBURSEMENT RATE FOR MILEAGE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to the provisions of Section 102 of the Town Law of the State of New York, the Town Board of the Town of Rotterdam hereby allows reimbursement for mileage expenses at the IRS standard mileage rate for business travel as in effect at the relevant time. Mileage reimbursement will only be paid to a Town employee when:

1. The employee receives prior approval from the immediate supervisor and
2. The employee is required to use their personal vehicle because a Town vehicle is not available for their use.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 39.26

DESIGNATE THE DAILY GAZETTE AS THE OFFICIAL NEWSPAPER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby designates the Daily Gazette, a newspaper published in the City of Schenectady, New York, located at 2445 Maxon Road Extension, Schenectady, New York, 12408, and having significant circulation in the Town of Rotterdam, be the official newspaper of the Town of Rotterdam for the year 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 40.26

AUTHORIZE THE UTILIZATION OF SPECIFIC ENGINEERING FIRMS TO ACT AS TOWN DESIGNATED ENGINEERS FOR 2026

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the utilization of the following engineering firms to act as Town Designated Engineers for the calendar year 2026 on an as-needed basis:

- Barton and Loguidice
- CT Male & Associates
- Clough Harbor and Associates (CHA)
- Colliers Engineering & Design
- Creighton Manning Engineering
- GPI /Greenman Pedersen Inc.
- Ingalls and Associates
- LaBella Associates
- Laberge Group
- PRIME AE Group of NY/KB Engineering
- Steenburgh Consulting Engineering, PLLC

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute contracts with the above-mentioned engineering firms in 2026.

SECTION 3. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 41.26

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH FCM ENGINEERING, PLLC

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 FCM Engineering, PLLC of 156 Spring Road, Scotia, New York 12302, in accordance with the agreement and fee schedule attached to obtain professional consultant services in connection with providing on-call engineering services through December 31, 2026.

SECTION 2. FCM Engineering PLLC, providing on call engineering services for the Town of Rotterdam, is prohibited from Town Designated Engineering (TDE) assignments during the term of this agreement.

SECTION 3. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

Town/Consultant Agreement

Agreement made this _____ day of _____ by and between

Town of Rotterdam, NY

Having its office located at 1100 Sunrise Boulevard, Rotterdam, NY 12306 (the "**Town**")
and
FCM Engineering, PLLC

With its office located at 156 Spring Road, Scotia, NY 12302 (the "**Consultant,**")

WHEREAS the Town desires to obtain professional consultant services in connection with providing on-call engineering services; and

WHEREAS the Consultant desires to provide such services for compensation and on the terms herein provided;

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. The term "Consultant," as used in this Agreement, shall mean the person or corporation with whom the Town is contracting, and may include such titles as consultant, contractor, or service provider, as the individual case may be. The term "Town" as used in this Agreement, shall mean the Town of Rotterdam, its officers, employees and agents, and specific departments of the Town of Rotterdam, if applicable, engaging in the services of Consultant under this Agreement.
2. The Consultant shall furnish services as described in the Scope of Services provided in Attachment "A" or other Scope of Services to be provided on future projects which are made a part hereof.
3. For the services rendered pursuant to Paragraph 2, the Consultant shall be reimbursed as agreed upon between the Town and Consultant. Prior to an assignment, the Consultant will provide, if requested by the Town, scope of services and cost estimate to complete each assignment. All requests for payment to be made, including any request for partial payment which will be based upon the work completed, shall be submitted by the Consultant on properly executed claim forms (if any) of the Town and paid after approval by the Town. The Town shall provide payment pursuant to this paragraph as soon as possible after presentation of invoice for services, but in no case beyond thirty (30) days of presentation to the Town unless disputed by the Town.
4. The term of this Agreement shall commence on the above date and shall terminate one year from the above date, except as extended in writing and approved by both parties. The Consultant shall have the option of changing the agreed upon hourly rate specified herein at the end of each year and obtain approval from the Town.
5. The Consultant shall issue progress reports with each payment request to the Town of all assigned tasks and shall immediately inform the Town in writing of any cause for delay in the performance of its obligations under this Agreement and agreed upon schedule.

6. Either party upon thirty (30) days written notice to the other, may terminate this Agreement in whole or in part. In such event, the Consultant shall be compensated, and the Town shall be liable for payment for services already rendered under this Agreement prior to the effective date of termination.
7. All original records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, photographs, computer printouts, graphs, charts, plans, specifications, and all similar recorded data, shall become and remain the property of the Town. The Consultant shall retain copies of such records.
8. Any purported delegation of duties or assignment of rights under this Agreement without the express written consent of the Town is void. The Consultant may subcontract any part of the work with prior written consent of the Town, provided that (a) any such subcontract shall not relieve the Consultant of its responsibilities to perform under this Agreement, (b) Consultant shall remain responsible to the Town for all work undertaken by such subcontractor of Consultant, and (c) such prior written consent of the Town shall not constitute nor be construed as an agreement directly between the Town and such subcontractor/subconsultant. All agreements between the Consultant and any subcontractor/subconsultant shall be subject to the terms and conditions of this Agreement.
9. The Consultant agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Consultant further agrees that in the performance of this Agreement, no person having any such interest shall be employed by it. The Consultant represents and warrants that it has not employed or retained any person to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of a salary to a bona fide employee working for the Consultant) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement.
10. The Consultant expressly understands and agrees that he is and shall in all respects be considered an independent contractor. The Consultant, its employees, partners, associates, subcontractors, subconsultants and any others employed by the Consultant to render services hereunder, are not and shall not hold themselves out as, nor claim to be, an officer or employee of the Town, nor make claim to any rights accruing thereto, including but not limited to workers' compensation, disability benefits, unemployment benefits, social security coverage, application of the Fair Labor Standards Act minimum wage and overtime payments.
11. The Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the Town, and the Town will not be liable for any obligation incurred by the

- Consultant including but not limited to unpaid minimum wages and/or overtime premiums.
12. The Consultant shall comply at its own expense with the provisions of all federal, state, and local laws, rules, and regulations applicable to the Consultant as an employer of labor or otherwise. The Consultant specifically represents and agrees that it and its members, officers, employees, agents, servants, subconsultants, and subcontractors have and shall possess the appropriate licensure, experience, knowledge, and character necessary to qualify them individually for the particular duties they perform hereunder.
 13. The Consultant agrees that it will not discriminate against, retaliate against, or harass any person or entity on the basis of any protected characteristic or activity protected by state or federal law, including without limitation, age, race, creed, color, national origin, sexual orientation, gender identity, or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of violence. This Agreement may be canceled or terminated by the Town for any violation of this section of the Agreement.
 14. The Consultant agrees to hold harmless and indemnify the Town, and the officers, agents, and employees of said Town, to the extent of the limits of liability for applicable insurance requirements set below, from and against all loss, damage, claims, demands, causes of action, judgments, losses, damages, liabilities, penalties and other obligations and expenses (including, without limitation, reasonable attorneys' fees), arising out of bodily injury or property damage of whatever kind or nature, caused by Consultant and/or its employees, and arising out of Consultant's negligent performance of this Agreement. Additionally, Consultant agrees to procure and maintain, at its own expense, from insurance companies authorized to do business in the State of New York, insurance covering all operations under this Agreement, performed by the Consultant, its employees, subconsultants, or subcontractors (if any) on which the Town, Consultant shall be named additional insured, as follows:
 - a. Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence, subject to a \$2,000,000 annual aggregate. Coverage shall include bodily injury, property damage, personal injury, and blanket contractual liability.
 - b. Automobile Liability insurance with minimum limits of \$1,000,000 for each accident. Coverage shall provide for any vicarious liability of the Town and be applicable to all owned, non-owned, hired, borrowed, or temporarily used vehicles by the Consultant.
 - c. Statutory Workers' Compensation, Employer's liability, and New York State Disability in accordance with the Workers' Compensation and disability benefits laws of the State of New York.
 - d. Professional liability insurance with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 annual aggregate.
 15. In addition to the foregoing, such insurance policies shall comply with the following:
 - a. Coverage shall not be cancelled or reduced until thirty (30) days' written notice has been given to the Town.
 - b. Underwriters will have no rights of recovery or subrogation against the Town, it being

the intention of the parties that the insurance policies so affected shall protect both parties.

- c. The insurance company(ies) issuing the policy(ies) shall have no recourse against the Town for payment of any premiums or assessments under any form of the policy.
 - d. All deductible and self-insured retentions in the above-described insurance policies shall be assumed by and at the risk of the Consultant in the amounts indicated in such policies, with the Consultant indemnifying the Town for any such deductibles or self-insured retentions.
 - e. The policy(ies) naming the Town as an additional insured shall be purchased from an A.M. Best rated New York State licensed insurer having a rating of A- (Excellent) or better.
 - f. The coverage shall be primary coverage for the Town, its Boards, officials, officers, employees, and volunteers.
16. Before commencing work on behalf of the Town, the Consultant shall furnish Certificates of Insurance, and such other proof as may be required by the Town that demonstrates compliance with the foregoing insurance requirements.
17. All notices of any nature referred to in this Agreement shall be in writing to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:
- To the Town: John Polimeni, Town Supervisor
 Town of Rotterdam
 1100 Sunrise Boulevard
 Rotterdam, NY 12306
- To the Consultant: Fred C. Mastroianni, PE, Principal Engineer
 FCM Engineering, PLLC
 156 Spring Road
 Scotia, NY 12302
16. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. It shall not be released, discharged, changed, or modified except in writing signed by a duly authorized representative of each entity.
17. This Agreement shall be deemed executory only to the extent of monies appropriated and available to the Town for the purpose of the Agreement and no liability on account thereof shall be incurred by the Town beyond the amount of such monies. It is understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this Agreement.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
19. This agreement is entered into for the purpose of performing a governmental function, and it shall inure only to the benefit of the entities that are the parties hereto. This agreement is not intended to benefit any person or entity that is not a signatory to this agreement, and it does not create any rights in favor of, nor does it expand or enlarge any rights of, persons

or entities who are not signatories to this agreement. There are no third-party beneficiaries to this agreement.

20. Compensation:

a. For projects that are to be completed and invoiced on an hourly basis, the Consultant proposed staff and hourly rates for year 2024 are as follows:

- Principal Engineer - \$125.00/hour
- Project Engineer - \$110.00/hour
- Resident Engineer - \$110.00/hour
- Senior Engineering Technician - \$100.00/hour

If additional staff are needed that are not included above, the Consultant shall advise the Town and agree on an hourly rate.

b. For projects that are to be completed via a not-to-exceed cost or lump sum amount and/or require the need for a subconsultant or subcontractor, the Consultant will provide a cost breakdown or determine value of cost for each task and forward it to the Town for review and approval.

21. Anticipated Number of Hours – The Consultant’s Principal Engineer shall provide services to the town on an average of 16 hours per week. The hours will be based upon the town’s needs and may be adjusted if mutually agreed upon by either the Town or the Consultant.

Via signature below, The Town and the Consultant have executed this Agreement.

<p>Town of Rotterdam</p> <p>By: _____</p> <p>Date: _____</p>	<p>FCM Engineering, PLLC</p> <p>By: _____</p> <p>Date: _____</p>
---	---

SS:

_____ OF _____

On this _____ day of _____, 20____ before me, the subscriber, personally appeared to me known as Fred C. Mastroianni, who, being by me duly sworn, did depose and say that he resides at 156 Spring Road, Scotia New York; that he is Principal Engineer of FCM Engineering, PLLC, the corporation described in and which executed the foregoing instrument; that he is authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his/her position as a duly authorized representative of the Consultant.

Notary Public, _____, N.Y.

ATTACHMENT A

SCOPE OF SERVICES

A. Purpose:

The Town of Rotterdam is seeking to retain the Consultant to provide professional services as described herein for various Town or other funded projects assigned by the Town. In addition, the Town may need the services of the Consultant to review projects submitted on behalf of other private or public entities as they relate to Town or industry standards, including SEQRA and/or NEPA process. No work is guaranteed under this agreement until tasks are assigned by the Town.

B. General Characteristics:

This agreement involves providing professional services on an as needed basis that may include but is not limited to:

- Prepare plans, specifications and construction bid documents for various public works projects.
- Supervise and manage other consultants on Town projects. This work includes review and comment of design plans, specifications and construction bid documents; managing consultant activities and project budgets; review and recommend of approval/disapproval of invoices; and monitoring projects schedules and budgets.
- Provide engineering support to the various Town departments related to public works and highway projects.
- Review private project development plans for compliance with codes, regulations, and standards, adequacy of applications for permits and compliance with approved plans.
- Research state and federal funding opportunities and assist in preparing funding applications on transportation/public works projects.
- Develop/revise Town standard details utilized on private development projects where the infrastructure would ultimately be dedicated to the Town.
- Prepare reports for the Town as needed for compliance with state and federal requirements.
- Attend Town meetings as needed to provide engineering input and advice.
- Meet with residents as needed to address any public works type issues or complaints.
- Prepare bid specifications for major purchases of supplies and equipment.
- Provide construction observation services for town funded projects.
- Update Town codes and standards as needed or as directed by the Town.
- Any other tasks/assignments as directed by the Town.

The Town may outline the objectives for each work task or project to be assigned. The Consultant, if requested by the Town, will prepare a specific scope of services, schedule and estimate of engineering cost for each assigned work for Town review. The Town will issue written approval to the Consultant to commence work.

RESOLUTION NO. 42.26

**TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR PARTICIPATION IN THE
SCHENECTADY COUNTY STOP-DWI PROGRAM FOR THE YEAR 2026**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with the County of Schenectady for participation in the Schenectady County STOP-DWI Program for the year 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 43.26

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BEN MOORE
PHOTOGRAPHY/VIDEO**

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 Ben Moore, of 120 Dahlia Street, Rotterdam, New York 12306, to provide photography and videography services for the unedited recording of the Town Board Meetings for the year 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

BENJAMIN R. MOORE

518.470.0472
brm28928@gmail.com

120 Dahlia St.
Rotterdam, N.Y 12306

December 10, 2025

Town of Rotterdam
Attn. John Polimeni
1100 Sunrise Blvd.
Rotterdam, N.Y. 12306

2026 Video Contract;

This video services contract is for the recording of Town Board Meetings and Special Town Board Meetings. Any video recordings of community events will be covered by me at no charge to the residents... if available to do so.

All town board meetings will be recorded and uploaded to the Town "Youtube" channel without edits, for \$125.00 the first hour and an additional \$31.25 for each 15 minute block there after.

Video and audio quality will be enhanced with titles as in previous years, and videos will air within 2 hours of the completion of each meeting to the Youtube Channel. A copy of each video will be transferred to a thumb drive provided by the Town Clerk and returned to the Clerk's mailbox the following morning.

Sincerely yours,

Ben Moore

RESOLUTION NO. 44.26

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE BOYS AND GIRLS CLUB

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 the Boys and Girls Club of Schenectady, P.O. Box 466, Schenectady, New York, 12301, for services to be provided for the Town of Rotterdam for the year 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

LEASE AND PROGRAMMING SERVICES AGREEMENT

This Agreement, entered into this 1st day of January, 2026, by and between the TOWN OF ROTTERDAM, a municipal corporation with offices at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 (hereinafter referred as the "TOWN") and BOYS & GIRLS CLUBS of SCHENECTADY, Inc., a domestic corporation with principal offices at, 104 Education Drive, Schenectady, New York, 12303 (hereinafter referred to as the "BGCS"), and

WITNESSETH

WHEREAS, the TOWN and the BGCS, being desirous of providing educational and recreational services, to the residents and visitors to the TOWN of Rotterdam, throughout its facilities, located at 721 Curry Road, Rotterdam, New York 12306; and NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The TOWN shall continue to lease to the BGCS the entire facility, recognizing that BGCS works with over 1,200 youths and 600 families residing in the TOWN and provides educational, character-building, leadership, nutritional and recreational programming for youth residents, senior citizens and families at the Rotterdam Boys & Girls Club branch of the club, located at 721 Curry Road, (commonly known as and hereinafter referred to as the CLUB) for a term commencing January 1, 2026.
2. The TOWN hereby extends the lease for the CLUB facility to the BGCS for 25 years, beginning on January 1, 2026, and ending on December 31, 2051, for one (\$1) dollar per year.
3. The TOWN recognizes the work that the CLUB does for families in the community and has been leasing the facility to the BGCS for the CLUB since 1955. This lease is an extension of the 70-year partnership between the two entities and solidifies the CLUB's residence in the 721 Curry Road location for a minimum of another 25 years.
4. The TOWN recognizes that the BGCS can and will make substantial capital alterations to the facility when deemed necessary for the CLUB. The BGCS recognizes that it must obtain proper permits and work through plans for capital improvement with relevant TOWN departments when making substantial alterations to the facility.
5. The BGCS shall provide the residents and visitors of the Town of Rotterdam at the CLUB's Rotterdam site the following:
 - a. Children shall be provided with programming every day during the school year and have access to all the daily activities within the CLUB.
 - b. Access to the CLUB shall be available to Rotterdam-based youth sports programs (basketball, baseball, football, and cheerleading) during the winter months and during inclement weather.
 - c. Programming for toddlers, for sports such as soccer and basketball, may be available when the need is expressed.
 - d. The CLUB shall have an annual Halloween Party and Thanksgiving Dinner for everyone in the community, free of charge.
 - e. CLUB shall provide a wide array of critical educational, leadership, character development and recreational programming daily for all children.

- f. Free USDA-approved nutritious and hot dinners prepared by CLUB staff and snacks every day after school for all children.
- g. The CLUB shall be open during all school vacations, breaks, and most snow days.
- h. The CLUB shall provide a basketball league with all children, ages 6 through 18, in the winter and spring months.
- i. The CLUB shall provide education scholarships for several children for summer camps and annual membership.
- j. The CLUB shall partner with the Schenectady County Public Library to operate the program entitled “Stories and Breakfast” at TOWN parks. The program shall be conducted on the following dates in 2026:

June 29; July 6; July 13; July 20; July 27; August 3; August 10; and August 17.

The program shall continue annually thereafter on dates to be determined each year.

- 6. The BGCS agrees that the CLUB will be operated to abide by all rules and regulations of the New York State Department of Health and agrees to abide by the rules and regulations in place by the TOWN for all program areas provided at the CLUB. The BGCS also agrees to comply with all federal, state, and local building and sanitary codes and regulations to assure sanitary and safe access throughout the entire facility, which includes but is not limited to the gymnasium, computer lab, various program areas, etc.
- 7. The BGCS agrees to fully maintain the daily upkeep and regular maintenance required at the CLUB. The TOWN shall be responsible for blacktopping, sealing, and providing winter plowing services for the CLUB facilities.
- 8. BGCS shall be responsible for payment of all utilities and services supplied to the CLUB, including but not limited to electricity, gas, trash removal, internet, and cable television, unless otherwise stated in this Lease. The TOWN shall not be responsible for any interruption or failure of utility services not caused by the Town’s negligence.
- 9. The BGCS shall, at its sole cost and expense, procure and maintain throughout the term of this Lease commercial general liability insurance covering bodily injury in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and property damage liability in an amount not less than One Hundred Thousand Dollars (\$100,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate. The Town shall be named as an additional insured under such policy.
- 10. In consideration for the services provided by the CLUB to TOWN residents, the TOWN shall pay the BGCS an annual fee of Eighteen Thousand Five Hundred and 00/100 Dollars (\$18,500.00) for services rendered at the CLUB during the Agreement period. Payment shall be made in one lump sum, payable upon submission of an invoice by the BGCS.

It is further agreed that all proceeds from program service fees assessed to participants shall be payable to BGCS at the time such services are rendered. Under no circumstances shall these program service fees be considered part of, or a substitute for, the Town’s basic annual reimbursement of Eighteen Thousand Five Hundred and 00/100 Dollars (\$18,500.00).

The terms of this Agreement shall apply retroactively to January 1, 2026.

IN WITNESS WHEREOF, the Parties have set their hands and seals the year and date first above written.

BOYS & GIRLS CLUBS OF SCHENECTADY, INC.

Shane Bargy

Executive Director

Title

Date

TOWN OF ROTTERDAM

John Polimeni

Town Supervisor

Title

Date

RESOLUTION NO. 45.26

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE ARTS CENTER AND THEATRE(OPEN STAGE MEDIA)

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 the Arts Center and Theatre of Schenectady, located at 432 State Street, Schenectady, New York 12305, to provide public and government television access, in an amount not to exceed five thousand and 00/100 (\$5,000.00) dollars, annually for the year 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

Agreement

This Agreement made this ____ day of January, 2026 by and between the Town of Rotterdam ("Town"), having offices at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306, and Arts Center and Theatre of Schenectady, d.b.a. Proctors ("Proctors"), having offices at 432 State Street, Schenectady, New York 12305.

WHEREAS, Proctor's Open Stage Media (OSM) operates a public access channel and a government access channel on Spectrum channels Thirteen Zero One (1301) and Thirteen Zero Three (1303), respectively as well as Verizon Fios Channels Thirty-Six (36) and Thirty-Eight (38) respectively, available to all residents of Schenectady County, and

WHEREAS, the Town pursuant to Resolution No. 89.15 authorizes the Town Supervisor to negotiate and execute an agreement, in the form of a contract, with Proctors regarding public and government television access,

NOW THEREFORE, the Town and Proctors do hereby enter into this Agreement, in consideration of the mutual covenants provided herein, as follows:

1. The Town hereby designates Proctors to operate and administer the public access channel and government access channel on Spectrum Channels 1301 (public access channel), 1302 (arts and education channel) and 1303 (government channel) in the Town of Rotterdam.
2. Proctors agrees to provide access to its studio(s), located at 432 State Street, Schenectady, New York 12305, to all Town residents for noncommercial use on a first-come, first-served, nondiscriminatory basis for filming, recording and dissemination of public access television shows on Spectrum Channels 1301 (public access channel), 1302 (arts and education channel) and 1303 (government channel) programming.

Agreement

3. Proctors shall provide notice to the Town's residents of the opportunity to use such public access channel including periodic messages transmitted on such channel. Notices shall include the name, address and telephone number of Proctors for use of the public access channel.
4. The Town shall not exercise editorial control over any use by the public of the public access channel, except as may be permitted by law.
5. Proctors shall maintain a record of the use of such public access channel which shall include the names and addresses of all persons using or requesting the use of any such channel and which record shall be available for public inspection for a minimum of two (2) years. Video archival meetings are also available at openstagemedia.org.
6. Proctors agrees to provide access to its studio(s) and training to Town employees/residents to produce public service announcements and government access television shows.
7. Proctors agrees to replay filmed meetings of the Rotterdam Town Board every Sunday at 9 a.m. and 4 p.m., and every Monday at 3 a.m., and every Tuesday at 12 p.m. and 7 p.m. and every Wednesday 3 a.m., and every Thursday 12 p.m. and 7 p.m. and every Friday at 3 a.m. and every Saturday at 3 a.m. and 4 p.m. on Spectrum Channel 1303 (government channel) in the Town of Rotterdam.
8. Local use of the government access channel by the Town of Rotterdam shall have preferred status over non- governmental entities in the event of competing requests for channel time.

Agreement

9. The Town agrees to provide an amount of five thousand and 00/100 dollars (\$5,000.00) annually each April to Proctors with such amount being renewed for one (1) year upon review and approval by resolution of the Town Board.

In Witness whereof, the parties have caused this agreement to be executed by their proper officers this ____ day of January, 2025.

ARTS CENTER AND THEATER OF SCHENECTADY

By: _____
Philip Morris, CEO

TOWN OF ROTTERDAM

By: _____
John Polimeni, Rotterdam Town Supervisor

RESOLUTION NO. 46.26

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ORRICK, HERRINGTON
& SUTCLIFFE LLP BOND COUNSEL**

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 Orrick, Herrington & Sutcliffe LLP, Bond Counsel Attorneys, located at 51 West 52nd Street, New York, New York 10019, to provide bond counsel services to the Town of Rotterdam, for the year 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			



December 18, 2025

Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142
+1 212-506-5000
Orrick.com

VIA E-MAIL

Mr. John Polimeni
Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Schenectady, New York 12306

Douglas E. Goodfriend

E dgoodfriend@orrick.com
D +1 212 506 5211
F +1 212 506 5151

Re: Bond Counsel Work for:
Town of Rotterdam, Schenectady County, New York

Dear Supervisor Polimeni:

On behalf of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”), I would like to express our appreciation for the opportunity to work with the **Town of Rotterdam, Schenectady County, New York** (the “Issuer”), in connection with the proposed issuance of notes and/or bonds by the Issuer.

1. Scope of Services. Bond Counsel shall perform the following legal services:

(1) Analysis of eligibility of the object or purpose for financing under State law and for financing with tax-exempt bonds under federal tax law.

(2) Consultation with representatives of the Issuer, including your financial adviser, underwriters and underwriters' counsel (if applicable), and others, with respect to the timing, terms, and legal structure of any proposed Bonds/Notes.

(3) Preparation of documents to be adopted or entered into by the Issuer required for the authorization, sale and issuance of Bonds/Notes (excluding any Bond or Note Purchase Agreement to be prepared by underwriters counsel), including preparation of bond resolutions.

(4) Preparation of the Continuing Disclosure Agreement/Certificates.

(5) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as Issuer may request.

(6) Preparation of final closing papers to be executed by Issuer required to effect delivery of the Bonds/Notes (including a Tax Compliance Agreement) and coordination of the Bond/Notes closing.

(7) Rendering of Bond Counsel's customary form of final legal opinion to the Issuer on the validity of the Bonds/Notes and the tax-exempt status of interest thereon.

(8) Preparation and dissemination of closing transcripts.

Our services are limited to those specifically set forth above. For example, our services do not include representing any party in any litigation or other legal or administrative proceeding, audit or investigation. Our services also do not include any responsibility for federal or state securities laws, for real estate, land use, insurance or environmental laws, or for preparation or content of the official statement. This Agreement and all legal services to be rendered under it as to any particular issue of Bonds/Notes will terminate upon issuance of the Bonds/Notes. Our services also do not include matters after closing, such as arbitrage rebate, other post issuance tax compliance or continuing disclosure compliance, unless we are separately engaged in writing for any such work.

2. Fees and Expenses.

a. Fees. (see attached Fee Schedule).

b. Payment. Fees and expenses shall be payable by Issuer at or after issuance of the Bonds/Notes.

3. Termination of Agreement, Legal Services and Other Obligations. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that Bond Counsel shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, Bond Counsel shall be paid for all satisfactory work at its usual hourly rates, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, Bond Counsel shall have no future duty of any kind to or with respect to the Bonds/Notes or the Issuer. This Agreement shall not be the basis of any breach of contract claim that would have the effect of extending the statute of limitations pertaining to legal malpractice to the statute of limitations pertaining to breach of contract. Except as state above, Bond Counsel retains the right to discard any files and materials. It is Bond Counsel's current policy (subject to change) to discard all files and materials after issuance of the Bonds/Notes (except the closing transcript until after the Bonds/Notes are paid or defeased) or following cessation of work on the financing without issuance of Bonds/Notes.

4. Nature of Engagement; Client Relationships With Other Parties. The role of bond counsel, generally, is to prepare or review the proceedings for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects (usually including the tax status of interest thereon) addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and reliance thereon by the public finance market, Bond Counsel's role as bond counsel under this Agreement is to provide opinions and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services as bond counsel in connection with the Bonds/Notes, Bond Counsel will act as special counsel to Issuer (as such and not any particular body, board, office or official) with respect to issuance of the Bonds/Notes; i.e., Bond Counsel will assist Issuer counsel in representing Issuer but only with respect to validity of the Bonds/Notes and the legal documents related thereto and tax status of interest on the Bonds/Notes, and in a manner not inconsistent with the role of Bond Counsel described in the first sentence of this section.

Issuer acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment and swap providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. Bond/Note Counsel agrees not to represent any such entity in connection with the Bond/Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges and agrees that no conflict of interest exists or would exist, and waives any actual or potential conflict of interest that might be deemed to arise, now or in the future, from this Agreement or any such other relationship that Bond Counsel may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

5. Limitation of Rights to Parties. Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and Bond Counsel any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and Bond Counsel.

ORRICK, HERRINGTON & SUTCLIFFE LLP
GENERAL OBLIGATION FEE SCHEDULE (2026)

BOND ANTICIPATION NOTES

<u>Principal Amount</u>		<u>Fee</u>	
Up to	\$ 99,000	\$ 975	
\$100,000 to	\$299,000	\$1,275	
\$300,000 to	\$599,000	\$1,425	
\$600,000 to	\$799,000	\$1,735	
\$800,000 to	\$999,999	\$3,025	
\$1,000,000 to	\$1,999,999	\$3,025	<i>plus</i> \$1.00 per \$1,000 on amount over \$1,000,000
\$2,000,000 to	\$2,999,999	\$4,125	<i>plus</i> 85 cents per \$1,000 on amount over \$2,000,000
\$3,000,000 to	\$3,999,999	\$5,790	<i>plus</i> 75 cents per \$1,000 on amount over \$3,000,000
\$4,000,000 to	\$19,999,999	\$9,625	<i>plus</i> 65 cents per \$1,000 on amount over \$4,000,000
\$20,000,000 to	\$49,999,999	\$23,650	<i>plus</i> 55 cents per \$1,000 on amount over \$20,000,000
\$50,000,000 and up		\$42,350	<i>plus</i> 50 cents per \$1,000 on amount over \$50,000,000

- PLUS*** \$300 for each extra set of closing papers (separate purchasers).
- PLUS*** A one-time charge of \$350 for the drafting of any bond resolution, \$700 for multipurpose bond resolutions (if not previously billed).
- PLUS*** \$875 for review of Notice of Sale/Official Statement.
- PLUS*** \$400 for Material Events or Continuing Disclosure certification.
- PLUS*** \$400 for bond tax law review including Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects, if applicable.

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

CASH FLOW FINANCINGS

Budget or Deficiency Notes: Base fee \$5,000 plus \$1.00 per \$1,000.

RANs: Base fee \$5,000, plus \$1.00 per \$1,000 for the first \$10,000,000, 75 cents per \$1,000 for the next \$30,000,000 and 60 cents per \$1,000 thereafter.

TANs: Base fee \$5,000, plus \$1.00 per \$1,000 for the first \$10,000,000, 75 cents per \$1,000 for the next \$30,000,000 and 60 cents per \$1,000 thereafter.

PLUS \$875 for review of Notice of Sale/Official Statement.

PLUS \$400 for Material Events or Continuing Disclosure (SEC Rule 15c2-12) certification.

PLUS \$400 for bond tax law review. (IRS Arbitrage rules)

No charge for RAN/TAN resolutions.

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

BOND ISSUES (PUBLIC SALE)

- \$8,500 base fee *PLUS* (if applicable):
- 1) \$875 Review of Official Statement.
 - 2) \$500 Review of bond insurance documents, if applicable.
 - 3) \$400 Continuing Disclosure certification (SEC Rule 15c2-12).
 - 4) \$400 Bond Tax Law Review including Construction Election Certificate (IRS Arbitrage Rule) determining to pay penalty or arbitrage rebate for construction projects, with Arbitrage Certificate, if applicable.
 - 5) \$1.75/\$1,000 principal amount of the issue up to and including the first \$15,000,000 principal amount of the bond issue.
 - 6) \$1.50/\$1,000 principal amount above \$15,000,000 to \$50,000,000.
 - 7) \$1.25/\$1,000 thereafter.
 - 8) A one-time charge of \$350 for the drafting of any bond resolution, \$700 for multipurpose bond resolutions (if not previously billed).

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

SERIAL BOND ISSUES LESS THAN \$5,000,000 (PRIVATE SALE)

The same fee schedule and billing procedure set forth for Bond Issues (Public Sale) shall apply for bond issues with a principal amount of less than \$5,000,000 sold at private sale, except that the base fee shall be \$6,750 for issues sold on a non-competitive basis (hence, no Notice of Bond Sale) and \$7,500 for issues sold on a competitive basis (necessitating a Notice of Bond Sale). Additional fee for sale of bonds to DASNY or EFC, to be approved in advance.

**SERIAL BOND ISSUES \$5,000,000 AND OVER (NEGOTIATED SALE)
(E.G., ADVANCE REFUNDINGS, DISCOUNT, DASNY OR EFC BONDS)**

Same as for public sale with the addition of negotiated fee for time expended in connection with documents, conferences and other matters relating to issue. To be approved in advance. Additional fee for sale of bonds to DASNY or EFC, to be approved in advance.

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

STATUTORY INSTALLMENT BONDS

\$4,750 base fee.

PLUS \$1.50/\$1,000 principal amount of the issue.

PLUS A one-time charge of \$350 for the drafting of any bond resolution, \$700 for multi-purpose bond resolutions (if not previously billed).

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

DISTRICT PROCEEDINGS/ELECTION PROCEEDINGS

\$7,500 for Town or County district formation proceedings.

\$3,500 to assist Town or County Attorney with Application for State Comptroller to approve district establishment

\$7,500 for Town district consolidation proceedings.

\$2,500 for Town district Section 202-b or County district Section 268 improvement proceedings.

\$2,500 for School District proposition election proceedings or Town, Village or Fire District election proceedings for bond resolution referendum, or Town district establishment referendum.

\$7,500 for BOCES unanimous consent election proceedings and intermunicipal agreement.

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

HOURLY RATES

All billings will be on the basis of this fee schedule without the addition of hourly rates for attorneys or paralegals, unless the express written permission of the client, in advance of performance of any duties to be based on hourly rates, has been obtained.

NO TIME CHARGES TO TALK ON THE TELEPHONE OR
VIDEO CALLS OR EXCHANGE EMAILS

NO INCIDENTAL FEES OR EXPENSE CHARGES

24/7/365 ACCESSIBILITY

* * * * *

ORRICK'S FEE COVENANTS

Orrick makes the following covenants with respect to its fees:

- 1) Once retained as Bond Counsel by any client pursuant to this schedule, the fees for any financing initiated on or after the date of this schedule shall be charged according to this schedule and will not be subject to increase by any subsequent fee schedule changes;
- 2) Any fees charged pursuant to this schedule shall remain in full force and effect for the entire course of the financing no matter how long it takes to complete the financing;
- 3) Orrick will not share any portion of its fees with any other professionals engaged by the Issuer in connection with the proposed financing; and
- 4) Orrick will not share in the fees of any other professionals engaged by the issuer in connection with the proposed financing.

Douglas E. Goodfriend, Esq.
Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, New York 10019-6142
Telephone: (212) 506-5000
Fax: (212) 506-5151
Email: dgoodfriend@orrick.com

RESOLUTION NO. 47.26

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH SCOTT M. RONDA, LLC
TO REPRESENT TAX LITIGATION MATTERS**

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 the Scott M. Ronda, LLC, located at 1 Vosburgh Road, Suite 2, Mechanicville, New York 12118, to represent the Town of Rotterdam related to tax litigation matters for the year 2026.

SECTION 2. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			

RESOLUTION NO. 48.26

AUTHORIZING THE TOWN SUPERVISOR TO NEGOTIATE AND EXECUTE LEASE AGREEMENTS FOR SURPLUS TOWN PROPERTY

WHEREAS, the Town of Rotterdam from time to time determines that certain Town-owned real property is surplus to the needs of the Town; and

WHEREAS, the Town Board finds it to be in the best interest of the Town to authorize the Town Supervisor to negotiate lease agreements for such surplus Town property; and

WHEREAS, any proposed lease of surplus Town property must comply with all applicable statutory requirements, including the adoption of a Declaration and the provision of Notice prior to execution; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute lease agreements for surplus Town property.

SECTION 2. No lease agreement shall be executed unless and until the Town Board, acting as a whole, has adopted a Declaration that the subject property is surplus to the needs of the Town.

SECTION 3. Notice of such Declaration shall be effected in accordance with the Town’s legal notice procedure and all applicable law

SECTION 4. All lease agreements shall remain subject to Town Board review and approval prior to execution.

SECTION 5. This resolution shall become effective January 1, 2026.

DATED: January 1, 2026

NAME	AYES	NOES	ABSTAIN
Schlag			
DeSantis			
Gallucci			
Matelitz			
Polimeni			